



**TOWNSHIP OF MELANCTHON
HYBRID COUNCIL MEETING
THURSDAY, OCTOBER 19TH, 2023 - 5:00 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/86881038132?pwd=dW91bTFHN1JMU0MzZEhkUmVZd2w3UT09>

Meeting ID: 868 8103 8132
Passcode: 281660

One tap mobile

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+14388097799,,86881038132#,,,,*281660# Canada

Dial by your location

- +1 204 272 7920 Canada
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- +1 780 666 0144 Canada

Meeting ID: 868 8103 8132
Passcode: 281660

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** – October 5th, 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. Reducing Speed Limit on 2nd Line SW (Deputy Mayor McLean)
 2. Purchase of Used John Deere Grader and Motion to suspend Procurement By-law for this purchase
 3. Other
- 11. Planning**
 1. Applications to Permit
 2. Report from Silva Yousif, Senior Planner – Ontario’s Housing Affordability Task Force Report
 3. Other
- 12. Climate Change Initiatives**
- 13. Police Services Board**
- 14. County Council Update**
- 15. Committee/Board Reports & Recommendations**
 1. Recommendation from the Horning’s Mills Community Park Board
- 16. Correspondence**

Board, Committee & Working Group Minutes

1. Horning’s Mills Community Park Board – June 13, 2023
2. Heritage Advisory Committee – September 5, 2023

Items for Information Purposes

1. Letter from Catherine Fife, Waterloo MPP Requesting Support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part) 2022
2. Shelburne & District Fire Department – Resolution and Adoption of the 2024 Capital Budget
3. Township of Mulmur – Notice of Public Meeting: iRadios Lit Galaxy 2024 Music Festival

17. General Business

1. Notice of Intent to Pass By-laws
 1. By-law to Authorize the Execution of an Agreement between the Corporation of the Township of Melancthon and Johnston Consulting Enforcement Services

2. By-law to Appoint Christopher Johnston, Johnston Consulting Enforcement Services as By-law Enforcement Officer for the Corporation of the Township of Melancthon
3. By-law to establish a Municipal Service Board to Operate a Community Hall, known as the Horning's Mills Community Hall and to repeal By-law No. 58-2021
2. New/Other Business/Additions
 1. Memorandum of Understanding between the Township of Melancthon and Grand River Conservation Authority & Summary of Questions Draft Memorandum of Understanding
 2. Council Priorities for 2024/2025 (Deputy Mayor McLean)
3. Unfinished Business
 1. Draft Procedural By-law
 1. Memo from Denise B. Holmes, CAO/Clerk regarding Public Comments on Draft Procedural By-law
 2. Draft Procurement By-law

18. Delegations

1. 5:30 p.m. – Heather Hill, Insurance Store and Colin Smith, Intact Public Entities – Presentation of the Township Insurance Program for 2023-2024

19. Closed Session

1. Section 239(2)(f) Advice that is subject to Solicitor/Client privilege, including communications necessary for that purpose – 517462 County Road 124 – Dhillon Boys Holding Inc.
2. Approval of Draft Minutes – September 7, 2023
3. Approval of Draft Minutes – Joint Meeting Township of Southgate and Melancthon – September 11, 2023
4. Rise 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, November 2nd, 2023 at 5:00 p.m.

**APPLICATIONS TO PERMIT FOR APPROVAL
Oct 19, 2023 COUNCIL MEETING**

PROPERTY OWNER	PROPERTY DESCRIPTION	SIZE OF BUILDING	TYPE OF STRUCTURE	USE OF BUILDING	DOLLAR VALUE	D.C.'s	COMMENTS
Nelson Frey	Pt Lot 223, Con 1 NE 159155 Highway 10	38.089m2 (409.98sqft)	Power Room	Power Room	\$20,000	Yes	With Planner for Review
Nelson Frey	Pt Lot 223, Con 1 NE 159155 Highway 10	231.54m2 (2492.28sqft)	Addition to On Farm Shop	Addition to On Farm Shop	\$175,000	Yes	With Planner for Review
Howard Kates Agent: Harry M. Lay - H.M Lay Architect Inc	Pt Lot 14, Con 2 OS 53 Church Street	442.36m2 (4761.52sqft)	Single Family Dwelling - Rebuild	Dwelling	\$750,000	No	With Planner for Review
Jesse Martin Agent: Eli Sherk	Pt Lot 28, Con 4 NE 238481 4th Line NE	35.67m2 (383.95sqft)	Garden Shed	Garden Shed	\$15,000	No	With Planner for Review
Ryan Bauman	Lot 19, Con 5 SW 097522 4th Line SW	1137m2 (12,240sqft)	Coverall Building	Equipment Storage	\$200,000	No	With Planner for Review



The Corporation of **THE TOWNSHIP OF MELANCTHON**
157101 Highway 10, Melancthon, Ontario, L9V 2E6

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Website: www.melancthontownship.ca

Fax No. - (519) 925-1110

Email: info@melancthontownship.ca

Meeting Date: October 19, 2023

To: Mayor White and Members of Council

From: Silva Yousif – Senior Planner

Subject: Ontario’s Housing Affordability Task Force Report

Recommendation:

That the Staff Report of Silva Yousif, Senior Planner be received for information.

Background:

The Housing Affordability Task Force of the Ontario government has released its [final report](#), containing suggestions to address the housing supply crisis and construct no less than 1.5 million houses by 2031.

The intent of the recommendations for the province is to increase the housing units by mandating higher density, easing regulations that could hinder the progress of housing development, and encouraging the creation of affordable units. It is hoped that these objectives will assist Ontario, its municipalities, and developers in making housing more accessible and affordable for the residents.

Out of the [74 recommendations](#), 23 are fully implemented (with or without amendments), and 51 are under review.

Comments and Considerations:

The Ministry has asked all Ontario communities to submit their top five recommendations for future consideration. This staff report outlines five recommendations along with their comments, which will be sent to the Ministry for review.

Having carefully reviewed the Housing Task Force Final Report, and in line with the County’s recently approved Strategic Plan initiative to promote more affordable housing, we have identified the most pressing provincial actions that need to be taken. We



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therefore recommend that Council gives their endorsement to the following suggestions and forwards them to the Ministry for their careful consideration.

4) Permit “as of right” conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use.

By repurposing commercial properties for residential or mixed residential and commercial uses, we can create more diverse housing options that are accessible to more people. This approach not only adds to the housing supply, but it also allows for more gentle density that makes better use of existing infrastructure like roads, water and wastewater systems, transit, and public services. This could include reviewing surplus lands and zoning them for residential mixed-use or commercial uses, which would help preserve the commercial core while providing an opportunity to prioritize affordable housing units.

11) Support responsible housing growth on undeveloped land, including outside existing municipal boundaries, by building necessary infrastructure to support higher density housing and complete communities and applying the recommendations of this report to all undeveloped land.

It is important to promote responsible growth of housing on undeveloped land, even outside of current municipal boundaries with having proper tests in place to ensure allocations are available for future growth.

42) Provide provincial and federal loan guarantees for purpose-built rental, affordable rental, and affordable ownership projects.

When building housing in previously undeveloped areas, it is crucial to prioritize the creation of necessary infrastructure. This becomes especially important if higher density housing is planned, as existing infrastructure may not be capable of supporting it. Planning for future infrastructure capacity in new developments is therefore strongly recommended.

43) Enable municipalities, subject to adverse external economic events, to withdraw infrastructure allocations from any permitted projects where construction has not been initiated within three years of build permits being issued.

As a community, we are currently experiencing a housing crisis. It is imperative that we take urgent action and ensure alignment across all levels of the industry and government to address this pressing issue.



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44) *Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges.* Many municipalities especially in rural settings where large forms of development are constrained, encounter various obstacles when trying to establish necessary infrastructure. Frequently, infrastructure investments are necessary well before new projects are given the green light and financing needs to be secured.

50) *Fund the adoption of consistent municipal e-permitting systems and encourage the federal government to match funding.*

It is essential to ensure that accurate data is available for evaluating the availability of new housing options for individuals and families who have historically been marginalized in homeownership and renting. Access to such data will be instrumental in developing constructive solutions to address the issue of housing inequality.

Financial Impact:

This is a report for information only therefore there are no financial implications.

Summary/ Options:

Council may:

1. Take no further action.
2. Receive the Report for information and endorse the recommendations as outlined in the Report and direct Staff to forward the recommendations to the Ministry of Municipal Affairs and Housing for review and consideration.
3. Direct Staff in another manner Council deems appropriate

Conclusion:

Option #2 is recommended.



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Respectfully

Prepared By

Silva Yousif

Sr. Planner

A handwritten signature in blue ink, appearing to be 'SY'.

Submitted By

Denise B. Holmes

CAO/Clerk

A handwritten signature in black ink, appearing to be 'Denise B. Holmes'.

Denise Holmes

From: Denise Holmes
Sent: Thursday, October 12, 2023 9:43 AM
To: Denise Holmes
Subject: Recommendation of Horning's Mills Community Park Board to Melancthon Township

From: Lynn Hodgson [REDACTED]
Sent: Wednesday, October 11, 2023 8:12 PM
To: Becky Cunningham <bcunnington@melancthontownship.ca>
Cc: James McLean <jmclean@melancthontownship.ca>; Bill Neilson <bneilson@melancthontownship.ca>; Jim Hill [REDACTED]; Nanci Malek [REDACTED]
Subject: Recommendation of Horning's Mills Community Park Board to Melancthon Township

Dear Becky:

Please be advised that the Horning's Mills Community Park Board is making a recommendation to Melancthon Township on the basis of its October 10, 2023, meeting:

The Horning's Mills Community Park Board puts forth a recommendation that Melancthon Township include within the 2024 budget the funding to cover the cost of architectural blueprints of a new retrofitted pavilion, including having access to water.

Many thanks,

Lynn Hodgson

HORNING'S MILLS COMMUNITY PARK BOARD
Meeting Minutes - Tuesday, June 13, 2023

The Horning's Mills Community Park Board held a meeting on the 13th day of June 2023 at 5:30 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 5:24 pm.

LAND ACKNOWLEDGEMENT:

Deputy Mayor McLean recited the Land Acknowledgement Statement.

ADDITIONS:

None

DELETIONS:

None

APPROVAL OF THE 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 Monday, May 15, 2023, were reviewed and approved as circulated – moved by Hill, seconded by Neilson. Carried.

BUSINESS ARISING FROM MINUTES:

None

GENERAL BUSINESS:

Melancthon Day – June 24, 2023:

Event Updates:

Deputy Mayor McLean led the discussion to update board members on the planned events and agenda for Melancthon Day.

AGENDA

2:30 pm Yoga in the Park

- led by Louise Marcoux Phillips

3:00 pm Live Music

- "The People" band (Alicia Janssen-Thayer) will play from 3:00-5:00 pm

3:00 pm Bouncy Castles:

- We The Bounce from Shelburne will be providing three inflatables (We The Crayola, We The Chute, and We The 3 Lane Obstacle Course), as well as a popcorn machine and 200 servings of popcorn

- the necessary generators, fuel, and attendants to supervise the activities will all be provided

- total cost of \$2,149.00

- the inflatables will be located in left to centre field

3:00 pm Vendors' Market:

- seven vendors have been confirmed and will start setting up at 2:30 pm and begin selling their merchandise at 3:00 pm
- various crafters and vendors will include Ken Bennington, Dufferin Waste, and Flato Developments Inc.
- vendors will be setting up along the east fence at the park

3:00 pm Early On

- mobile unit will set up along the east fence from 3:00-5:00 pm

5:00 pm BBQ

- ran by the Mulmur-Melancthon Fire Department
- will set up on the edge of the ball diamond between first and second base

5:00 pm Live Music

- the Dufferin County Line band has been confirmed and the contract signed
- will bring all necessary equipment
- requesting to set up near the ball diamond, weather permitting

7:00 pm Speeches

- Mayor White and Deputy Mayor McLean will speak
- Deputy Mayor McLean will have a formal thank-you letter from Melancthon Township to present to Mike Hofman for donating his services in regards to running electricity to the pitching mound
- Hofman will also receive a YETI cup lazer etched with his name and the township logo

7:00 pm First Responders' Challenge

- confirmed departments include the Mulmur-Melancthon Fire Department, Rosemont District Fire Department, and Dundalk Fire Department with two teams
- County of Dufferin Paramedic Services will also be participating
- Deputy Mayor McLean will follow up with the Shelburne and District Fire Department regarding their attendance at the event
- the challenge will be set up on the ball diamond

Dusk Fireworks

- have been confirmed and will be setting up in right field
- display to begin at around 9:40-9:45 pm

Communications – Radio, Printing, Social Media:

Malek provided an update and noted that the event has been posted on various social media outlets. Local newspapers including the *Shelburne Free Press*, *Orangeville Citizen*, *Dundalk Herald*, and possibly the *Orangeville Banner* will be contacted the week of the event. Malek will reach out to Country 105 radio. Event posters have been designed by Malek and will be colour printed by Hill (50 posters). Hodgson and Councillor Neilson will post the posters at various locations throughout the township, in Shelburne, and in Dundalk. A sandwich board will be located at the main corner of Horning's Mills advertising the event, and Deputy Mayor McLean will look into placing a second one at the Masonville Store.

Giveaway from Glenaura Farm:

Deputy Mayor McLean informed the board members that Andrea Pease from Glenaura Farm had gracefully offered to donate some farm tours as a giveaway. It was decided to have a free draw, and the winner would be announced during the speeches. Councillor Neilson will make the tickets for the draw, and Deputy Mayor McLean will follow up with Glenaura Farm as to the number of tours.

Option to Have VW Van:

An individual has come forward offering the use of their VW for selfies/pictures at a cost of \$100.00. The Horning's Mills Hall Board has offered to cover the cost. The van would be located near the pavilion.

Roles/Responsibilities on the Day of the Event:

Malek and Hodgson:

- manage the main entrance gate at the pavilion, collecting donations, selling candy kabobs and flower headbands each for \$4.00, and advertising the Glenaura Farm Tour tickets

Councillor Neilson and Hill

- manage the north entrance gate, selling the above items and advertising the farm tour tickets

Deputy Mayor McLean

- be a runner, direct people where to set up
- look at the hall for previous year's donation pails

Malek

- look into purchasing glow sticks to hand out the evening of the event
- purchase lanyards with name tags so the public can recognize board members and who to direct questions to
- bring a cash float
- put up fire truck cones to designate fireworks area

Hodgson

- bring money box

Other:

Councillor Neilson will follow up with the township office concerning getting another porta-potty and a hand-washing station for the day. Councillor Neilson will request additional garbage and recycling cans for the park, that the grass is cut and trimmed, and that two tables and a few chairs be brought from the hall for the event.

Prep Work of Candy Kabobs and Headbands:

Board members will meet on Thursday, June 22, 2023, at 6:30-7:00 pm at the Horning's Mills Hall to complete prep work. Malek will bring the supplies to make flower headbands. Hodgson will bring the candies, bamboo sticks, etc., to make 100 candy kabobs. Deputy Mayor McLean will confirm the date and time by email.

The board discussed what to do in the event of inclement weather. It was decided to look closer at the forecast on Thursday, June 22 and re-evaluate the plan.

Other/Additions:

None

Unfinished Business:

Advertising Signage - Re Councillor Ruth Plowright's Delegation
Board as a whole decided to defer to a future meeting.

RECOMMENDATION 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 6:19 pm. Moved by Malek, seconded by Councillor Neilson. Carried.

CORPORATION OF THE TOWNSHIP OF MELANCTHON

The Township of Melancthon Heritage Advisory Committee held an electronic meeting on September 5, 2023 at 6:30 p.m. The following members were present: Chair Ralph Moore, Vice-Chair Tracy Webber, James McLean, Todd McIntosh, Kristine Pedicone, and Douglas Read, also present was Becky Cunnington, Heritage Advisory Committee Secretary. Member Dennis Scace was absent. Chair Moore called the meeting to order at 6:37 p.m.

Land Acknowledgement

Chair Moore shared the Land Acknowledgement Statement.

Additions/Deletions/Approval of Agenda

Additions

None

Deletions

None

Approval of Agenda

Moved by McLean, Seconded by Pedicone that the agenda be approved as presented. Carried.

Approval of Draft Minutes

Moved by McIntosh, Seconded by Webber that the minutes of the Heritage Advisory Committee Meeting held on July 10th, 2023 be approved as circulated. Carried.

Business Arising from Minutes

None

Declaration of Pecuniary Interest or Conflict of Interest

No declaration declared at this time.

General Business

1. Finalize Interview Questions for One Room Schoolhouses.

Members discussed once questions are finalized, they could create a survey that could be shared on Facebook and the Township Website to gather more information. The survey would require the name of the individual, the schoolhouse they attended, the time frame they attended, and name of their Teacher(s). The Members discussed how many questions they should include and if they could be optional. Members will review the list of questions and come back to the next meeting with their top 10 and then decide which questions will be used for the survey and interviews.

2. Research Visit to the Museum of Dufferin.

The Research Workshop at the Museum has been booked for Tuesday October 17th, 2023 6:30 p.m.

3. Update from Township Staff on MPAC System Information and Town of Shelburne Document Requirements for their Plaque Program.

Township Staff reported that MPAC had responded to the inquiry regarding the source of the dates in their system and MPAC stated that the information in their system would be from building permit records from the County or information provided by the Township.

Township Staff reached out to the Town of Shelburne regarding their requirements for their plaque program, Shelburne forwarded their application criteria which requires applicants to do their own research and provide a letter from the Museum of Dufferin confirming that the research/information submitted is accurate. Township Staff reached out to the Museum of Dufferin and inquired if they would be able to provide this service, Museum of Dufferin Staff informed Township Staff that they unable to provide a letter verifying accuracy of information, unfortunately with only one Staff working in the Archives they would not have the time to go through the research to prove the findings.

4. Brainstorming Roundtable

None

5. Other/Addition

None

6. Unfinished Business

1) Confirm Plan to Present Information to the Public and Next Steps

Chair Moore suggested that they should put together a short synopsis on each schoolhouse including some key points and then any commentary or feedback from survey included below and include as many pictures as possible for each schoolhouse. The Committee would like to focus on promoting the survey to gather information over the next several months. A discussion was had regarding when to have things ready to present to public and the Committee would like to have everything ready to present at Melancthon Day 2024.

Member McLean suggested information could be displayed/available on the Township Website once it's completed. Township Staff will inquire if this could be done.

Chair Moore suggested setting up a presentation at the Horning's Mills Hall for Members of the public to view.

Member McIntosh suggested once the project is completed, that the "best of" pictures be framed and displayed at the Horning's Mills Hall and/or the Township office.

2) Discussion regarding how to proceed with the Plaque Program

Ask applicants to provide sources for their information/research and have sources the Committee would accept as reliable such as MPAC and Museum of Dufferin. The Committee will review each application on case-by-case basis. With new criteria set for research guidelines will advertise the Plaque Program again with the intention of sharing during Heritage Week.

2) Discussion Surrounding a Bursary for the History Department at CDDHS

Discussion regarding whom would decide what student would receive the Bursary, the Committee agreed that Teacher's should make the decision. A discussion was also had regarding what the criteria for the bursary would be, Member McLean will reach out to the staff at CDDHS and get feedback on suggested criteria. Bursary amount decided to be set at \$500.00 and be given annually at graduation.

4) Feedback from Member McLean on his Contact at CDDHS and any Feedback about Student Involvement in Committee Research

Deferred until next meeting after Member McLean speaks with staff at CDDHS.

Recommendations to Council

Chair Moore will speak with Council regarding the Bursary idea and recommend the Heritage Advisory Committee move forward with the Bursary for this school year.

Public Question Period

None.

Confirmation Motion

Moved by McIntosh, Seconded by Webber that all actions of the Members and Officers of the Heritage Advisory Committee 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 at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried.

Adjournment

7:26 p.m. - Moved by McLean, Seconded by Pedicone that we adjourn this Heritage Advisory Committee meeting to meet again on Tuesday, October 3rd, 2023 at 6:30 p.m. or at the call of the Chair. Carried.

CHAIR

SECRETARY



RECEIVED

OCT 04 2023

Catherine Fife

MPP Waterloo

Darren White
Mayor of Township of Melancthon
157101 Highway 10, Melancthon, ON, L9V 2E6

RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022

September 25, 2023

Dear Mayor White,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love. **I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act.** Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

Catherine Fife, Waterloo MPP
Finance & Treasury Board Critic

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Waterloo, ON N2J 4A8
Ph: 519-725-3477 | Fax: 519-725-3667
Email: cfife-co@ndp.on.ca

Queen's Park Office
Room 154, Main Legislative Bldg.
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INFO 1

OCT 19 2023

BACKGROUND:

On November 15, 2022, the Till Death Do Us Part Act, passed second reading in the Ontario legislature after being [introduced for the third time in September 2022](#). The bill was then referred to the Ontario Legislature's Social Policy Committee. You can view highlights of the second reading debate here: <https://www.youtube.com/watch?v=mYRIgQgDe2k>

I have been pushing for the Standing Committee on Social Policy to schedule a time to begin the work of reviewing Bill 21 since November 2022. **Today marks 286 days since the Act passed second reading at the Legislative Assembly of Ontario.** Unfortunately, the Bill has yet to be called to committee.

Bill 21, which was formerly Bill 153 and 95, respectively, had passed second reading and was sent to the Justice Committee in December 2019, but was wiped off the order paper when Premier Ford prorogued the house in 2021. It was reintroduced early 2022 but did not have time to progress before the election.

Since I first introduced this Bill in 2019, the number of people who've reached out to my offices with heartbreaking stories of couples entering long-term care who are torn apart has skyrocketed. Simply put, Ontario seniors deserve dignity in care and should have the right to live with their partner as they age. Of note, Nova Scotia passed similar legislation, titled the [Life Partners in Long-Term Care Act](#) in 2021.

Following many meetings with stakeholders, it's clear that "care campuses" which offer different levels of care (independent, assisted living and long-term care) are the progressive model for investing in quality care for Ontario's aging population. Care campuses are an essential element to keeping couples together as they often age at different rates. This level of choice has been brought to my attention as especially important to rural and northern municipal leaders across Ontario. The care campus model for seniors housing that builds different levels of care has unique financial savings that will be critical as we grapple with a rapidly aging province.

We need the Bill to be called to the Standing Committee on Social Policy as soon as possible. We know that couples who are separated across Ontario cannot wait any longer for this legislative change to be made.

Here are the links to recent media coverage of the Till Death Do Us Part Act, which provide more specific insights into the lived experiences of older adults who are separated from their spouses:

- [CTV News Kitchener: Ontario seniors separated in long-term care pushing for the right to remain together](#)
- [CityNews Kitchener: Waterloo MPP appeals for seniors bill to be brought forward](#)
- [Waterloo Region Record: Cambridge senior calls for end to separating couples in long-term care](#)

Denise Holmes

From: Nicole Hill <nhill@sdfd.ca>
Sent: Wednesday, October 11, 2023 12:24 PM
To: jwilloughby@shelburne.ca; Carey Holmes; hbboston@mulmur.ca; tatkinson@mulmur.ca; Denise Holmes; Sarah Culshaw; svangerven@amaranth.ca; nmartin@amaranth.ca; Les Halucha; fred.simpson@townofmono.com
Subject: SDFB Resolution & Adopted 2024 Capital Budget
Attachments: Adopted Capital Forecast - 2024.pdf

Hello,

The following Resolution was passed at the October 3rd SDFB Meeting:

Resolution # 4

Moved by F. Nix – Seconded by G. Little

BE IT RESOLVED THAT:

The Shelburne and District Fire Department Joint Board of Management adopt the 2024 Capital budget in the amount of \$392,000.00, Option 2, with the removal of \$10,500.00 for SCBA Cylinders and the addition of \$5000.00 for training grounds;

AND THAT this request be circulated to the participating municipalities.

Carried



Nicole Hill

Secretary/Treasurer
Tel: (519) 925-5111

Shelburne & District Fire Board
114 O'Flynn Street
Shelburne, ON L9V 2W9 | nhill@sdfd.ca

**SHELBURNE & DISTRICT FIRE DEPT
CAPITAL PLAN
2023 - 2037**

Opt 2

CAPITAL PLAN

YEAR	Adopted 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Opening Balance	\$ 328,448.05	\$ 44,703.05	\$ 219,523.43	\$ 592,659.82	\$ 921,783.03	\$ 14,344,935.59	\$ 13,868,189.85	\$ 13,357,387.38	\$ 12,620,479.50	\$ 11,973,770.14	\$ 12,183,201.63	\$ 11,148,614.89	\$ 9,949,981.75	\$ 8,494,606.51	\$ 9,296,794.27
Transfers In															
Plus: Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus: Special Capital Levy (prev \$93,000)	\$ 350,000.00	\$ 392,000.00	\$ 450,800.00	\$ 518,420.00	\$ 596,183.00	\$ 685,610.45	\$ 788,452.02	\$ 906,719.82	\$ 1,042,727.79	\$ 1,199,136.96	\$ 1,379,007.51	\$ 1,585,858.63	\$ 1,823,737.43	\$ 2,097,298.04	\$ 2,411,892.75
Plus: Surplus from Previous Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus: Sale of Pumper & Extrication Equip.	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus: Bell Tower Lease	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Transfers Out															
Less: Re-certify E-One Aerial Truck - Ladder 28	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,510,000.00
Less: Replace Car 22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Purchase Pumper Truck - Pump 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Replace Pumper Truck - Pump 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Rescue Truck - Rescue 26	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Tanker Truck - Tanker 25	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Purchase Car 21	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Replace SCBA's	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Generator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -
Less: Training Grounds	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Truck Exhaust Control System	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: SCBA Cylinders (Replace 3 per year)	\$ -	\$ -	\$ 11,500.00	\$ 12,500.00	\$ 13,500.00	\$ 14,500.00	\$ 15,500.00	\$ 16,500.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Repave Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Purchase Extrication Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -
Less: Washroom Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Building Replacement/Addition	\$ -	\$ -	\$ -	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Communication Equipment	\$ 7,500.00	\$ 35,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 105,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Less: Protective Clothing	\$ 30,000.00	\$ 40,000.00	\$ 48,000.00	\$ 57,600.00	\$ 69,120.00	\$ 82,944.00	\$ 99,532.80	\$ 119,439.36	\$ 143,327.23	\$ 171,992.68	\$ 206,391.21	\$ 247,669.46	\$ 297,203.35	\$ 356,644.02	\$ 427,972.82
Less: New Equipment	\$ 18,745.00	\$ 19,679.63	\$ 20,663.61	\$ 21,696.79	\$ 22,781.63	\$ 23,920.71	\$ 25,116.74	\$ 26,372.58	\$ 27,691.21	\$ 29,075.77	\$ 30,529.56	\$ 32,056.04	\$ 33,658.84	\$ 35,341.78	\$ 37,108.87
Less: SCBA Filling Station	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Balance	\$ 44,703.05	\$ 219,523.43	\$ 592,659.82	\$ 921,783.03	\$ 14,344,935.59	\$ 13,868,189.85	\$ 13,357,387.38	\$ 12,620,479.50	\$ 11,973,770.14	\$ 12,183,201.63	\$ 11,148,614.89	\$ 9,949,981.75	\$ 8,494,606.51	\$ 9,296,794.27	\$ 7,347,483.21
Annual Expense	\$ 651,245.00	\$ 224,679.63	\$ 85,163.61	\$ 196,796.79	\$ 15,870,401.63	\$ 216,364.71	\$ 285,149.54	\$ 177,311.94	\$ 403,518.44	\$ 1,416,068.45	\$ 351,920.77	\$ 394,725.49	\$ 375,862.19	\$ 2,906,985.80	\$ 470,081.69

Rolling Stock List of Vehicles	Unit #	# Years Old	Year to Replace
2004 International Rescue Truck	Rescue 26	19	2023
2021 Spartan Metrostar-X Pumper	Pump 27	20	2041
2009 Tanker Truck	Tanker 25	19	2028
2017 Ford Explorer	Car 21		2025
2012 E-One Aerial Truck	Ladder 28	9	2037
2012 Ford F150 Crew Cab	Car 22	1	2030
2018 Spartan Metrostar-X Pumper	Pump 24	3	2033

As per NFPA 1901
Pumpers 15 yr as 1st run, 10 yr more as 2nd run
Rescue 20 yr
Aerial 20 yr
Tankers 20 yr
Pickups/SUVs 15 yr

Equipment Replacement Dates	# Years Old	Year to Replace
2016 SCBA	15	2031
2018 Extrication Equipment	15	2033
2009 Extrication Equipment	19	2028
2019 Generator	16	2035

Denise Holmes

From: Roseann Knechtel <rknechtel@mulmur.ca>
Sent: Thursday, October 12, 2023 2:12 PM
To: Tracey Atkinson
Subject: Public Meeting Notice: iRadios Lit Galaxy 2024 Music Festival
Attachments: Public Meeting Notice - iRadios Music Festival.pdf

Good Afternoon,

The Township of Mulmur would like to invite its agencies and community groups to attend the upcoming public meeting and community input session for the following proposed music festival.

Lit Galaxy Festival
June 28 – July 1, 2024
In the area of 556210 Mulmur-Melancthon Townline
Anticipated Attendance of approximately 25,000 people

The public meeting will be held on **Wednesday November 15, 2023 at 7:00 pm** at the Township Office located at 758070 2nd Line East.

Virtual links are also available and can be found on the Township website at: <https://mulmur.ca/>

Residents and agencies are encouraged to attend and will be given the opportunity to ask questions, speak to the applicant as well as provide feedback to Council to assist in their decision making.

Written comments are also being accepted and can be submitted to clerk@mulmur.ca prior to 7:00 pm on November 15, 2023.

Please feel free to reach out directly for additional information, questions and concerns.

Have a great day,

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

Township of Mulmur | 758070 2nd Line East | Mulmur, Ontario L9V 0G8

Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | rknechtel@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 MEETING for Proposed Music Festival



Mulmur Township is seeking community input on the following proposed music festival:

Lit Galaxy Festival
556210 Mulmur-Melancthon Townline
June 28, 29, 30, 2024
Anticipated Attendance: 25,000

Residents and agencies are encouraged to attend and will be given the opportunity to ask questions, speak to the applicant, as well as provide feedback to Council to assist in their decision making. Written comments are also being accepted and can be submitted to clerk@mulmur.ca prior to 7:00 pm on November 15, 2023.

Meeting Date: Wednesday, November 15 at 7:00pm

Meeting Location: Mulmur Township Offices, located at 758070 2nd Line East

Phone Connection: 1 647 374 4685 Canada / 1 647 558 0588 Canada

Video Connection: <https://us02web.zoom.us/j/84829988171>

Meeting ID: 848 2998 8171



October 10 23
iRadios Inc.
5 Buttermill Ave
Vaughan ON L4k-0J5
416-300-0484
iRadiosproductions.com

To whom it may concern,

My name is Johny Mikhael and my production company, iRadios, is putting together an amazing event called Lit Galaxy Festival. Lit Galaxy Festival will be a Canada Day outdoor festival, featuring music, art, and activities. The purpose of the festival is to capture the hearts, minds, and souls of our guests through the different art forms and food. We would like to notify you of this event in advance. It is a temporary event that we hope to launch on Canada Day weekend 2024. It will take place in the back of John Beattie's land which is located at 556210 Mulmur-Melancthon Townline, Mulmur, ON.

- Event Dates June 28 ,29,30 2024
- Anticipated attendance 5000 to 25000
- Event starts 10 am until 12 midnight

Thank you very much for your help and support.

Johny Mikhael iRadios Inc. CEO Festival Producer 416-500-0673

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NUMBER _____ - 2023

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF
MELANCTHON AND JOHNSTON CONSULTING ENFORCEMENT
SERVICES**

WHEREAS it is deemed expedient that the Corporation of the Township of Melancthon and Johnston Consulting Enforcement Services enter into an agreement for By-law Enforcement Services;

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

1. THAT the Head of Council and Clerk are hereby authorized to execute the agreement, in the same form or substantially the same form, as attached hereto as Schedule "A" to this By-law.

BY-LAW READ A FIRST AND SECOND TIME THIS 19TH DAY OF OCTOBER, 2023.

BY-LAW READ A THIRD TIME AND PASSED THIS 19TH DAY OF OCTOBER, 2023.

MAYOR

CLERK

This agreement is entered into this day of , 2023.

B E T W E E N

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

hereinafter referred to as "the Township"

- and -

JOHNSTON CONSULTING ENFORCEMENT SERVICES

WHEREAS the Township and Johnston Consulting Enforcement Services are desirous of entering into an agreement for the provision of By-law Enforcement Services;

AND WHEREAS Johnston Consulting Enforcement Services is qualified to provide By-law Enforcement Services to the Township;

NOW THEREFORE that in consideration of the sum of One (1) Dollar, the receipt and sufficiency of which is hereby acknowledged and the covenants and agreements contained herein, the parties hereto mutually covenant and agree as follows:

1. JOHNSTON CONSULTING ENFORCEMENT SERVICES RESPONSIBILITIES

1.1 Johnston Consulting Enforcement Services agrees to:

- (a) provide By-law Enforcement services with professionalism on an as needed basis to the Township in response to regulatory by-law complaints with the exception of traffic matters, as follows:
 - (i) at the direction of the Township CAO/Clerk;
 - (ii) will correspond with the Township CAO/Clerk on by-law enforcement matters and inquiries in person, by phone, e-mail or other electronic means as arranged by the Township CAO/Clerk;
 - (iii) will participate in meetings in person, by phone or other electronic means with the Township CAO/Clerk, citizens or landowners;
 - (iv) will attend court as required.

1.2 Johnston Consulting Enforcement Services shall invoice the Township on a monthly basis. The invoice shall itemize the following:

- (a) the date the service is provided;
- (b) the number of hours in connection with the service;
- (c) the total payable in connection with the service;
- (d) mileage payable in connection with the service including the mileage travelled and the rate per kilometre; and
- (e) disbursements.

2. TOWNSHIP RESPONSIBILITIES

2.1 The Township agrees to pay an annual retainer fee of \$1,000.00 and to pay within thirty (30) days of receipt of an invoice from Johnston Consulting Enforcement Services:

- (a) the hourly rate of \$85.00 per hour including travel time;
- (b) mileage including mileage to the Township at the CRA mileage rate;
- (c) disbursement costs.

2.2 The Township shall pass a By-law appointing Johnston Consulting Enforcement Services (Christopher Johnston) as By-law Enforcement Officer in accordance with the *Municipal Act* and the *Police Services Act*.

2.3 The Township at all times shall fully indemnify and save harmless Johnston Consulting Enforcement Services against all actions, suits, claims, and demands whatsoever which may be brought against or made upon Johnston Consulting Enforcement Services and from and against all loss, costs, damages, charges and expenses whatsoever which may be

incurred or injury caused by or in connection with the services provided under this Agreement.

3. GENERAL PROVISIONS

- 3.1 The term of this agreement shall be one (1) year, commencing on October 20, 2023. Unless terminated, this agreement shall be automatically renewed for one (1) year.
- 3.2 The consent of Johnston Consulting Enforcement Services and the Township is required to increase the level of service outlined in this Agreement.
- 3.3 The Township and Johnston Consulting Enforcement Services agree to comply with all applicable laws pertaining to this Agreement.
- 3.4 The Township and Johnston Consulting Enforcement Services may, at any time and for any reason, terminate this Agreement by giving thirty (30) days written notice to that effect.
- 3.5 Termination of this Agreement shall not affect the parties' rights, responsibilities, obligations or liabilities arising during the term of the Agreement with respect to matters arising prior to the date of termination and shall not affect any right or remedy to which the Township or Town would otherwise be entitled.
- 3.6 All information collected or acquired by Johnston Consulting Enforcement Services in the performance of the services subject to this Agreement shall become the property of the Township.
- 3.7 The Township acknowledges that Johnston Consulting Enforcement Services may acquire information about certain matters that are confidential.
- 3.8 Johnston Consulting Enforcement Services agrees to protect the confidential information to the same extent that it protects its own confidential information and shall not disclose any information it acquires without the consent of the Township, unless otherwise required by law.
- 3.9 The Township and Johnston Consulting Enforcement Services acknowledge that they are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Any requests for access to information in relation to the services provided shall be the responsibility of the Township.
- 3.10 The Township and Johnston Consulting Enforcement Services hereby agree that any notice required or given pursuant to this Agreement shall be sufficiently given if personally delivered, postage prepaid at any time other than during a general discontinuance of postal services or sent by email, as follows:

In the case of the Township:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
157101 Highway 10
Melancthon, ON L9V 2E6
Attention: Denise Holmes, CAO/Clerk
Email: dholmes@melancthontownship.ca

In the case of Johnston Consulting Enforcement Services:

JOHNSTON CONSULTING ENFORCEMENT SERVICES
Email: jconsulting.enforcement@gmail.com

or to such other address or person as either party may notify the other of in writing.

- 3.2 Any notice shall be deemed to have been given and received by the party to whom it is addressed if:
 - (a) delivered, on the date of delivery;
 - (b) mailed, on the fifth day after the mailing thereof;
 - (c) email transmission before 4:30 p.m., on the date of the email transmission with confirmation of delivery of the email;

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. _____-2023

WHEREAS Section 15 of the *Police Services Act*, R.S.O. 1990, Chapter P. 15, authorizes Councils to pass by-laws for the appointing of municipal by-law enforcement officers;

AND WHEREAS Section 227 of *The Municipal Act*, S.O. 2001, Chapter 25, authorizes Councils to pass by-laws for appointing such officers and employees as may be necessary for the purposes of the Corporation, for carrying into effect the provisions of any by-law of the Council;

AND WHEREAS the municipality has a by-law appointing municipal by-law enforcement officers;

AND WHEREAS it is desirable to amend By-law 52-2022, to include named Officers appointed as By-law Enforcement Officers;

NOW THEREFORE BE IT REOLVED THAT THE COUNCIL OF THE TOWNSHIP OF MELANCTHON ENACTS AS FOLLOWS:

1. THAT Christopher Johnston, Johnston Consulting Enforcement Services be appointed as By-law Enforcement Officer for the Corporation of the Township of Melancthon.
2. That the provisions of By-law Enforcement Services be as stipulated in the service agreement.
3. That this By-law shall come into force and take effect on the final passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 19TH DAY OF OCTOBER, 2023.

BY-LAW READ A THIRD TIME AND PASSED THIS 19TH DAY OF OCTOBER, 2023.

MAYOR

CLERK

CORPORATION OF THE TOWNSHIP OF MELANCTHON

HORNING'S MILLS COMMUNITY HALL

BY-LAW NO. -2023

Being a By-law to establish a Municipal Service Board to operate a Community Hall, known as the Horning's Mill's Community Hall and to repeal By-law No. 58-2021.

WHEREAS Section 196 of the *Municipal Act, 2001*, authorizes a municipality to establish a Municipal Service Board;

AND WHEREAS Section 198 of the *Municipal Act, 2001*, provides that a municipality may give a Municipal Service Board the control and management of such services and activities of the municipality consider as appropriate and shall do so by delegating the powers and duties of the municipality to the Board.

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

Board Appointment

1. The Members of the Board shall be appointed by the Council of the Corporation of the Township of Melancthon for a term of four years, concurrent with the term of Council, in accordance with Section 196(1) of the Act.
2. The Board shall be composed of a total of seven (7) members:
 - Two (2) members shall be an elected member of Council
 - One (1) member shall be from the Horning's Mills Women's Institute
 - Four (4) members shall be appointed by the Council of the Corporation of the Township of Melancthon

Administration

3. The said Board shall meet on a regular basis.
4. The said Board shall elect a Chairperson and Vice-Chairperson annually from among its members and such other officers as may be required.
5. The said Board shall submit to Council, an annual report of its activities and such other reports as may be required from time to time.

Staff

6. The Board may recommend to Council, the appointment of recreation workers and shall be responsible for assigning the duties and responsibilities of such employees.

Programs and Facilities & Functions (in accordance with Section 198(1) of the Act)

7. The Board shall conduct or encourage and assist with programs of recreation which will meet the needs and interest of the residents of the Township of Melancthon in the Horning's Mills area.
8. The Board will be responsible for all activities and expenditures associated with the programmes associated with the Hall, including activities that the Board

designs and delivers itself and activities for which the Hall is made available for use by others or for which others provide grants or other support.

9. The said Board shall assist in the co-ordination of community recreation services.

Finance

10. Annually, by January 1st, the Board shall submit and interpret to Council, a budget for its approval and shall make to Council, a full and complete financial report of its previous year's operation.
11. The Board shall not have its own bank account. All deposits and payments will be made through the Treasurer as regulated by the Municipal Act.
12. The Board may solicit or receive on behalf of the Municipality any gifts or bequests of money or services or any donations to be applied, principal or income, for either the temporary or permanent use for facilities, equipment, program or other recreational purposes.
13. The said Board may incur expenditures, to the extent provided in the annual approved budget or as approved by Council.
14. The said Board may prescribe fees for participation in or admittance to any part of the community programme of recreation conducted in the Horning's Mills Community Hall.

Closure

15. This By-law goes into effect forthwith on the passing hereof and other By-laws conflicting with this By-law are hereby repealed and rescinded.
16. In carrying out the provisions of this By-law, the said Board shall at all times be the agent of the Municipal Corporation and while acting bona fide within the limits of the authority of this By-law, neither the Board nor any member thereof shall incur any liability by reason of anything done or left undone by the Board; provided however that nothing in this paragraph contained shall authorize or empower the Board to incur any debt, liability or obligation of which the Municipal Corporation shall become liable without having previously obtained the consent of the Council of the Corporation of the Township of Melancthon.

By-law read a first and second time this 19th day of October, 2023.

By-law read a third time and passed this 19th day of October, 2023.

MAYOR

CLERK

Denise Holmes

From: Eowyn Spencer <espencer@grandriver.ca>
Sent: Friday, September 29, 2023 3:58 PM
To: Denise Holmes
Subject: For signing - MOU for Category 2 Programs & Services under O.Reg 687/21
Attachments: Summary of questions_Draft GRCA MOU.pdf; Township of Melancthon_MOU_2024 Category 2 Programs and Services.pdf

Greetings Township of Melancthon,

Following up on our previous correspondence about [O.Reg 687/21 – Transition Plans and Agreements for Services](#) under the Conservation Authorities Act, which requires agreements between the GRCA and participating municipalities for the GRCA's category 2 programs and services, we are pleased to provide you with the Memorandum of Understanding and Letter Agreement as approved by the GRCA Board at our September 22, 2023, General Membership meeting.

We have made some modifications to the earlier version that was circulated in response to feedback that we received, discussions with municipal staff, and additional legal review. The overarching terms remain the same as those previously shared but the format has been amended. A summary of the feedback received and the GRCA's response is also attached for your reference. With 22 participating municipalities in the GRCA watershed, there was some repeated feedback from multiple municipalities on certain issues.

The attached document includes the following components:

- The Memorandum of Understanding which outlines general guiding principles,
- Schedule A is a map of the GRCA's jurisdiction,
- Schedule B is a high-level summary of the GRCA's Category 2 Programs and Services, and
- Schedule C is the Letter Agreement that sets out the specific terms and details, such as fees and deliverables.

The GRCA needs to have agreements in place with participating municipalities by **January 1, 2024**. We had previously understood that there was a mechanism for requesting extensions to that timeline if required, however, it was recently clarified that extensions are not possible. With the January 1 timeline in mind and recognizing that different municipalities have different approaches to approvals for agreements of this nature, we are hopeful that municipalities that require Council endorsement of the agreements could do so before the end of November. We are happy to support you in bringing this to your Council. Please let us know how we can provide that support.

We have applied the new funding framework to prepare a preliminary 2024 budget for Category 2 Programs and Services. For Township of Melancthon, the draft 2024 net cost allocation for Category 2 P&S is \$1,661.00. Please note that Category 1 and general operating and capital expenses are not included in this amount. Category 1 programs and services are mandatory and cost apportionment will be applied and communicated as part of the budget process.

We recognize that this has been a significant administrative exercise for both the GRCA and our participating municipalities, and we appreciate the support and time you have dedicated to this issue.

If you would like to discuss the attached, please don't hesitate to [contact me directly](#)

Sincerely, on behalf of

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

400 Clyde Road, PO Box 729
Cambridge, ON N1R 5W6

Office: 519-621-2763 ext. 2210

Toll-free: 1-866-900-4722

Email: slawson@grandriver.ca

www.grandriver.ca | [Connect with us on social media](#)

Summary of common questions from participating municipalities on draft GRCA Memorandum of Understanding

September 29, 2023

Municipal Comment	GRCA's Response	Condition in Agreement
1. Is this a standard agreement for all municipalities?	<p>Yes, this will be the standard MOU and letter agreement for all participating municipalities.</p> <p>GRCA received Board approval for the MOU on September 22</p>	
2. Can you provide a map of all the participating municipalities in the watershed?	<p>Attached to the MOU is a map of the participating municipalities in the Grand River Watershed.</p> <p>A participating municipality is defined under the CA Act as, "a municipality that is designated by or under this Act as a participating municipality."</p>	Schedule A in MOU
3. The 180-day timeline for notice from the municipality, if there is a change to approved budgets or termination of the agreement, is lengthy.	This is requested to ensure that the GRCA has funding to deliver the programs and services in a given fiscal period and allow time to adjust the annual budget as required.	No change.
4. Why publish the MOU and Letter Agreement on the GRCA website?	<p>GRCA is required to post all agreements related to Programs and Services to the "Governance" page on the GRCA webpage.</p> <p>This is a requirement under Ontario Regulation 400/22.</p>	Clarification was added to the MOU.
5. What are the details of the communication protocol?	<p>The Communication protocol is further outlined in the Letter Agreement.</p> <p>Managers directly responsible for the programs have been identified and their contact information is available on the GRCA website.</p>	The communication protocol is outlined in the Letter Agreement.
6. Request to formalize notification of other municipalities should any party terminate the MOU/Letter Agreement.	Agreed.	Clause 13 was added to the MOU.

Municipal Comment	GRCA's Response	Condition in Agreement
<p>7. There is a reference to user fees. Can you explain who they apply to and what you intend to do?</p>	<p>The reference to the user fee is for clients/users of the Category 2 programs/services-not the participating municipalities.</p> <p>At this time, the GRCA does not have any user fees for Category 2 programs and services.</p> <p>Should the GRCA determine the need for one, the municipalities would be notified.</p> <p>The Minister's Fee Policy requires a clause in the MOU in order for GRCA to charge a user fee for any Category 2 Program/Service.</p>	<p>Additional clarification is incorporated in clause 15(4) to identify 'third party'.</p>
<p>8. What is the MCVA? And how do you calculate this value?</p>	<p>MVCA stands for Modified Current Value Assessment.</p> <p>The Ministry of Natural Resource and Forestry (MNRF) "modifies" CVA data by the Municipal Property Assessment Corporation (MPAC) by multiplying property classes by factors set out in the Budget and Apportionment (ON. Reg 402/33) and Determination of Amounts Owed by Specified Municipalities (ON. Reg 401/22) regulations and based on the proportion of each participating and specified municipality's land within a CA's jurisdiction, the source water protection area, or Lake Simcoe watershed, as applicable.</p> <p>MNRF then provides the MCVA data to CAs to use in the budget and apportionment process.</p>	<p>No change.</p>

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the _____ day of, 20__ .

B E T W E E N:

TOWNSHIP OF MELANCTHON

("the Municipality")

OF THE FIRST PART

- and -

GRAND RIVER CONSERVATION AUTHORITY

("the GRCA")

OF THE SECOND PART

WHEREAS the GRCA is a conservation authority established under the Conservation Authorities Act R.S.O 1990, c.C27 ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS a participating municipality is located wholly or in part within the area under the jurisdiction of the GRCA as shown in Schedule "A";

AND WHEREAS the Act permits the GRCA to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting the GRCA to deliver programs and services within the GRCA's areas of expertise and jurisdiction as identified in Schedule "B";

AND WHEREAS the Municipality is authorized to enter into this Memorandum of Understanding with the GRCA for the delivery of programs and services;

AND WHEREAS the Municipality and the GRCA wish to enter into this Memorandum of Understanding to document the terms and conditions for the programs and services to be performed by the GRCA on behalf of the Municipality;

AND WHEREAS it is mutually desirable to further specify the details of programs or services if applicable, such details shall be set out in one or more separate Letter Agreements to be signed by authorized staff of each Party, from time to time, in the form as attached hereto as Schedule "C";

NOW THEREFORE the Parties hereto agree and covenant with one another as follows:

PART I – INTERPRETATION

Definitions

1. For the purposes of this Memorandum of Understanding including the preceding recitals:
 - a) "**Letter Agreement**" means a separate agreement made pursuant to this Memorandum of Understanding to be entered into by the GRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment amounts and terms, and timelines for deliverables;
 - b) "**Programs and Services**" means work to be provided by the GRCA on behalf of the Municipality,

and “**Program**” and “**Service**” has a corresponding meaning;

c) “**Responsible Municipal Official**” means the Municipality’s Senior Manager or Manager responsible for a particular Program and Service and includes his or her designate or successor;

2. (1) In this Memorandum of Understanding:

a) grammatical variations of any terms defined herein have similar meanings to such defined terms;

b) words in the singular include the plural and vice-versa; and every use of the words “including” or “includes” in this Memorandum of Understanding is to be construed as including, “without limitations”: or includes “without limitations”

c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding or be used to explain or clarify the sections, clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Memorandum of Understanding.

4. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Memorandum of Understanding and any Letter Agreement or Schedules, the inconsistency will be resolved by reference to the following descending order of priority: (i) Memorandum of Understanding; (ii) the Schedule(s) to this Memorandum of Understanding; and (iii) unless otherwise expressly agreed upon in a Letter of Agreement, the applicable Letter of Agreement

PART II – GENERAL TERMS

Entire Agreement

5. This Memorandum of Understanding, including any Letter Agreements made pursuant hereto from time to time, embodies and constitutes the sole and entire agreement between the Parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding.

Scope and Use

6. (1) The parties hereto agree that all Programs and Services identified in Schedule “B” are to be delivered by the GRCA to the Municipality pursuant to and in accordance with this Memorandum of Understanding and any and all Letter Agreements.

(2) Notwithstanding the foregoing, the Municipality acknowledges and agrees that all Programs and Services identified in Schedule “B” shall also be included in a Watershed-based Resource Management Strategy that the GRCA is required to develop and implement under the *Conservation Authorities Act*.

Term of Agreement

7. (1) The term of this Memorandum of Understanding shall be for a period of five (5) years commencing on the date the agreement is made (“**Initial Term**”), unless terminated earlier pursuant to the terms and conditions of this Memorandum of Understanding.

(2) Unless this Memorandum of Understanding has been terminated early in accordance with the terms or conditions of this Memorandum of Understanding, the Memorandum of Understanding shall be automatically renewed for a further five (5) year terms (“**Extension Term**”), on the same terms and

conditions contained herein.

(3) Notwithstanding the foregoing, in the event that one or more Letter Agreements is ongoing at the time of termination or expiration, then the rights, obligations, liabilities and remedies of the Parties with respect to such Letter Agreement shall continue to be governed by the terms and conditions of this Memorandum of Understanding until the date of expiration of the Letter Agreement.

Review of Memorandum of Understanding at Regular Intervals

8. (1) This Memorandum of Understanding and Letter Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be the GRCA's responsibility to initiate the annual review with the Municipality.

Memorandum of Understanding Available to the Public

9. This Memorandum of Understanding shall be published on the GRCA's website as required under *Ontario Regulation 400/22*.

Communications Protocol

10. As applicable, the Parties shall establish a communications protocol in respect of the Programs and Services governed by this Memorandum of Understanding.

Service Delivery Standards

11. Each Letter Agreement will set out service delivery standards that the GRCA is required to meet.

Municipality Responsibility to Consult on Budget Changes

12. The Municipality shall consult with the GRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Memorandum of Understanding.

GRCA to Notify Municipality on Terminations

13. The GRCA shall notify the Municipality within 30 days, or as soon as reasonably possible, in the event of the expiry or earlier termination of this same Memorandum of Understanding with any other municipality or municipalities.

Records

14. (1) The GRCA shall prepare and maintain, in accordance with accepted accounting practices, proper and accurate books, records, and documents respecting Programs and Services provided under this Memorandum of Understanding and any Letter Agreement.

(2) The GRCA shall make such books, records, and documents available for inspection by the Municipality at all reasonable times.

Fees and Payment

15. (1) The amount of total annual fees effective January 1, 2024, is as set out in the Letter Agreement.

(2) An increase will be applied to the total fees effective January 1 each calendar year and will be the same percentage as the GRCA's overall combined Category 1 and General operating expenses and capital costs increase, net of any applicable funding reductions.

(3) The fees apportioned to the Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) apportionment method, which shall be based on the ratio that the Municipality's MCVA bears to the total MCVA for all municipalities which have also entered into Letters of Understanding for programs and services listed in Schedule "B". MCVA information is provided to the GRCA annually by the provincial ministry that administers the Conservation Authorities Act. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the General Membership meeting at which the apportionment is approved in accordance with *O.Reg.402/22 Budget and Apportionment*.

(4) In addition to the foregoing cost structure for Programs and Services provided in the Letter Agreement, the GRCA may charge a user fee to third parties in the delivery of any Programs and Services listed, as appropriate and upon prior notification to the Municipality.

(5) The GRCA will seek additional funding opportunities, where feasible and applicable, to reduce the total annual fees for Programs and Services, which may reduce the amount apportioned to participating municipalities.

Insurance

16. (1) The GRCA shall obtain, maintain, and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the term of this Memorandum of Understanding, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

- (i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- (ii) adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the GRCA in the provision of Programs and Services under this Memorandum of Understanding;
- (iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Memorandum of Understanding.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- (a) each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- (b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the GRCA;
- (c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Notice

17. Any notice in respect of this Memorandum of Understanding or any Letter Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of the Municipality, to:

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

Attention:
Email:

(2) in the case of the GRCA, to:

Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Attention: Samantha Lawson, Chief Administrative Officer
Email. slawson@grandriver.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered if the notice is delivered personally or by prepaid registered mail or email; or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

18. Neither party shall be in default with respect to the performance or nonperformance of the terms of the Letter Agreement or this Memorandum of Understanding resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

19. This Memorandum of Understanding and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

Approvals in Writing

20. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

No Agency

21. Nothing herein contained shall make, or be construed to make the Municipality or the GRCA a partner of one another nor shall this Memorandum of Understanding or a Letter Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the GRCA or between the Municipality, the GRCA and a third party. Nothing in this Memorandum of Understanding or any Letter Agreement is to be construed as authorizing one of the GRCA or the Municipality to contract for or to incur any obligation on

behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Memorandum of Understanding, or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Memorandum of Understanding and all other provisions of this Memorandum of Understanding shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Dispute Resolution

23. In the event of any dispute that arises in respect of the implementation of this Memorandum of Understanding or any Letter Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

Further Assurances

24. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Memorandum of Understanding.

Amendments

25. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Early Termination

26. This Memorandum of Understanding shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this Memorandum of Understanding given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of any calendar year during the Initial Term or Extension Term. Upon such written notice of intention to terminate this Memorandum of Understanding being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Memorandum of Understanding is terminated, any operating expenses and costs incurred by the GRCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

Enurement

27. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

Execution

28. This Memorandum of Understanding may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

29. **IN WITNESS WHEREOF** the Municipality and the GRCA have signed this Memorandum of Understanding.

MUNICIPALITY:

Name
Position

Name
Position

I / We have authority to bind the Municipality.

GRAND RIVER CONSERVATION AUTHORITY

Samantha Lawson
Chief Administrative Officer

I have authority to bind the GRCA.

LIST OF SCHEDULES

Schedule "A": Map of GRCA jurisdiction
Schedule "B": Program and Service Areas
Schedule "C"- Letter Agreement(s)

Schedule "A": Map of GRCA jurisdiction

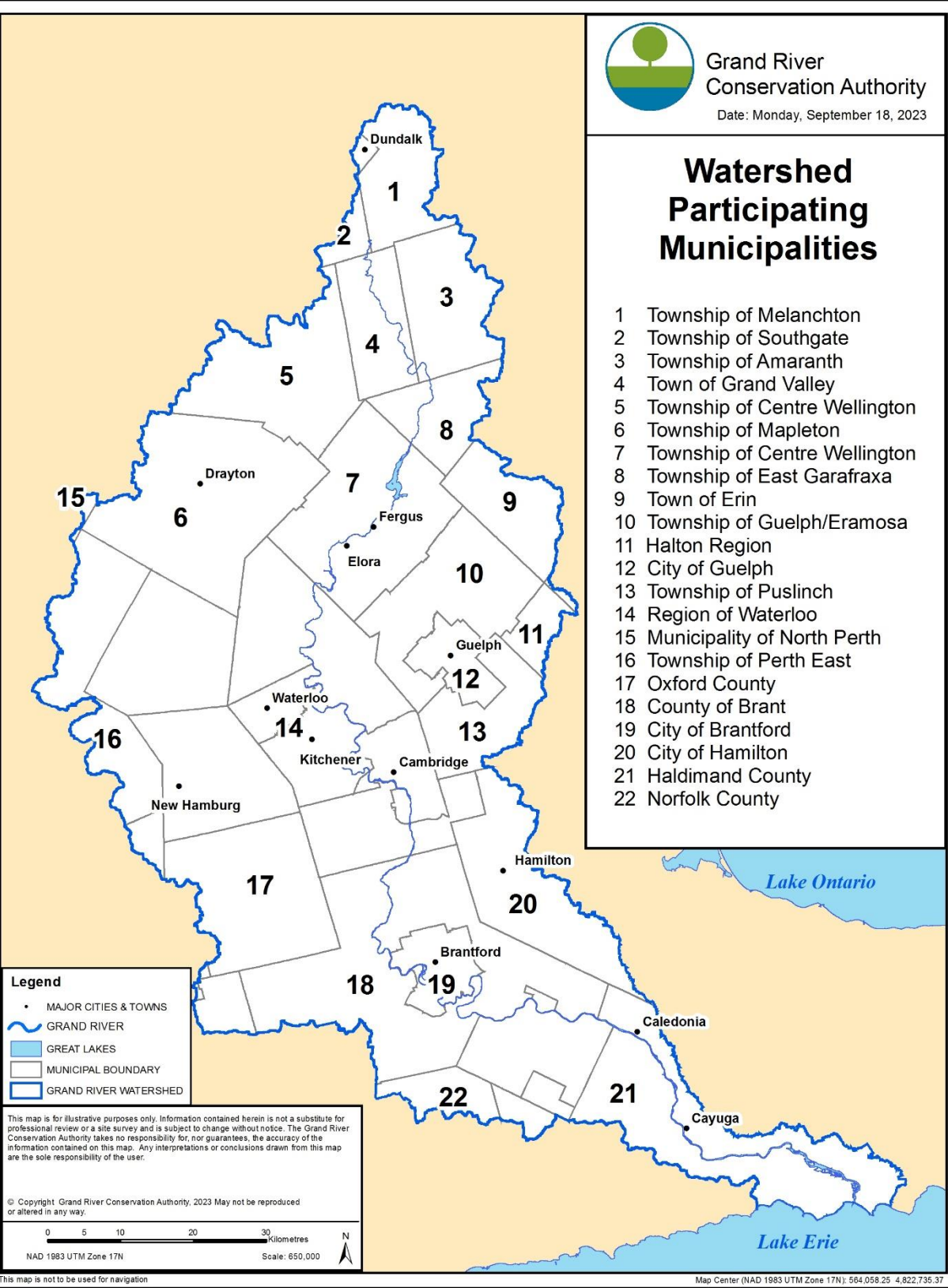


Grand River
Conservation Authority

Date: Monday, September 18, 2023

Watershed Participating Municipalities

- 1 Township of Melancton
- 2 Township of Southgate
- 3 Township of Amaranth
- 4 Town of Grand Valley
- 5 Township of Centre Wellington
- 6 Township of Mapleton
- 7 Township of Centre Wellington
- 8 Township of East Garafraxa
- 9 Town of Erin
- 10 Township of Guelph/Eramosa
- 11 Halton Region
- 12 City of Guelph
- 13 Township of Puslinch
- 14 Region of Waterloo
- 15 Municipality of North Perth
- 16 Township of Perth East
- 17 Oxford County
- 18 County of Brant
- 19 City of Brantford
- 20 City of Hamilton
- 21 Haldimand County
- 22 Norfolk County



Legend

- MAJOR CITIES & TOWNS
- GRAND RIVER
- GREAT LAKES
- MUNICIPAL BOUNDARY
- GRAND RIVER WATERSHED

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.

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0 5 10 20 30 Kilometres N
NAD 1983 UTM Zone 17N Scale: 650,000

This map is not to be used for navigation

Map Center (NAD 1983 UTM Zone 17N): 564,058.25 4,822,735.37

Schedule “B”: GRCA Programs and Services

The following provides a high-level summary for each of the Category 2 Programs and Services. Category 2 Program and Services are defined as non-mandatory programs and services under the *Conservation Authorities Act* that are provided at the request of the participating municipalities within the jurisdiction and expertise of the GRCA.

1. Sub-watershed Services

- Identify and recommend where subwatershed or watershed studies are needed
- Review and provide input to subwatershed studies or other regional-scale technical studies
- Undertake subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- Networking with conservation and environmental management agencies and organizations, and advocating on a watershed basis

2. Conservation Services

- Deliver municipal and partnership cost-share programs to support private land stewardship action
- Facilitate private land, municipal and community partner tree planting
- Coordinate education and outreach activities to promote actions to improve water quality and watershed health

3. Water Quality Programs

- Wastewater optimization
 - Support optimization of wastewater treatment plant operations through:
 - Knowledge sharing workshops
 - Hands-on training
 - Technical advice
 - Delivering a recognition program
 - Provide technical support for municipal assimilative capacity studies, EAs, master plans for water and wastewater services
 - Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie
- Surface water quality monitoring, modelling, analysis and reporting
 - Operate and maintain continuous water quality stations
 - Maintain a water quality database
 - Develop and maintain a water quality model
 - Report on water quality and river health
 - Analyze and report on groundwater quality

4. Watershed Sciences & Collaborative Planning

- Watershed and landscape scale science and reporting:
 - Surface water and groundwater quality
 - Water use and supply
 - Natural heritage (terrestrial & aquatic), hydrologic functions
- Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning
- Foster cross-municipal resource management
 - Grand River Water Management Plan
 - Water Managers Working Group
- Liaise with provincial, federal agencies, NGOs

Schedule "C" Letter Agreements

LETTER AGREEMENT



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

September 29, 2023

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

BY EMAIL: Municipal Clerk, CAO/General Manager
dholmes@melancthontownship.ca;

RE: PROGRAMS AND SERVICES UNDER THE MEMORANDUM OF UNDERSTANDING DATED
THE _____ DAY OF _____, 2023

WHEREAS the Municipality and the GRCA entered into a memorandum of understanding on the ____ day of _____, 2023 (the "**Memorandum of Understanding**"), in regard to the provision of non-mandatory Programs and Services by the GRCA to the Municipality within the GRCA jurisdiction described in such Memorandum of Understanding;

AND WHEREAS the Memorandum of Understanding contemplates that a separate "Letter Agreement" or Letter Agreements are to be entered into by the Municipality and the GRCA under the Memorandum of Understanding in relation to certain Programs and Services as defined in the Memorandum of Understanding, setting out further details and specific requirements thereof;

NOW THEREFORE this letter sets out further details and specific requirements of certain Programs and Services to be provided under the Memorandum of Understanding by the GRCA to the Municipality, and shall be determined to be a "Letter Agreement" under the Memorandum of Understanding.

Programs and Services Terms and Provisions:

1.0 Term

The term of this Letter Agreement shall be for a period commencing on January 1, 2024, and terminating on the last day of the calendar year in which the Memorandum of Understanding expires or is otherwise terminated, unless otherwise agreed upon in writing by the GRCA and the Municipality.

2.0 Communication

2.1 The GRCA shall assign the Chief Administrative Officer as the primary contact for this agreement and they will have overall responsibility for the administration of the Memorandum of Understanding and Letter Agreement.

2.2 The GRCA shall assign the Manager of Water Resources as the contact for programs and services under this Agreement related to Conservation Services, Water Quality, and Watershed Sciences and Collaborating Planning, and the Manager of Engineering and Planning Services as the contact for programs and services under this Agreement related to Sub-watershed Services. The Managers shall be responsible for all day-to-day contacts; reporting, deliverables, and metrics; and to respond to any requests or inquiries about the GRCA's delivery of the programs and services under this Agreement.

3.0 Payment Amount and Terms

3.1 The fee apportioned to, and to be paid by the Municipality to the GRCA, for the calendar year 2024, in Canadian funds, is the sum of \$1,661.00. This amount is conditional on all participating municipalities in the GRCA watershed entering into a Memorandum of Understanding with the GRCA for the delivery of non-mandatory programs and services.

3.2 The fee to be apportioned to and paid by the Municipality for future calendar years may be increased in accordance with the Fees and Payment section of the Memorandum of Understanding. Such increase shall be subject to approval by the General Membership of the GRCA, and the apportionment shall be determined in part on the continued participation in future calendar years of municipalities in the GRCA watershed under a Memorandum of Understanding with the GRCA for the delivery of such non-mandatory programs and services..

3.3 An annual notice to pay shall be sent to the Municipalities following the GRCA's budget approval, and payment for the annual fees shall be made in three equal installments, due March 31, June 30, and September 30 of each calendar year.

3.4 The Category 2 Programs and Services Cost schedule based on the draft 2024 budget is as follows:

Programs & Services	Cost	Offsetting Funding	NET COST	Description of Funding
Sub-watershed Services	\$364,000	\$(130,000)	\$234,000	Municipal Funding
Conservation Services	\$1,348,000	\$(800,000)	\$548,000	Municipal Funding
Water Quality	\$157,000	\$(10,000)	\$147,000	Summer Student Grants
Water Quality - Wastewater Optimization Program	\$210,500	\$(130,000)	\$80,500	Provincial Grant
Water Quality - Groundwater Resources	\$8,500	\$-	\$8,500	
Watershed Sciences & Collaborative Planning*				
TOTAL	\$ 2,088,000	\$ (1,070,000)	\$ 1,018,000	

* Costs related to this activity integrated in the above listed programs and services.

4.0 Reporting, Deliverables, and Metrics

4.1 A schedule of metrics and deliverables for the programs and services is attached as Appendix 1 to this Letter Agreement. Beginning in 2025, where applicable, by March 15 of each year of this agreement, the GRCA shall contact the Municipality to set a meeting to conduct the annual review of the Memorandum of Understanding, this Letter Agreement, and to provide an annual report to the Municipality outlining the metrics for the previous calendar year. Where the metrics are available upon request, the GRCA will respond to the request for metrics within 30 days of the request.

General Provisions:

5.0 The provisions of the Memorandum of Understanding from Sections 14 (Records) to and including 23 (Dispute Resolution), as well as those set out in Schedule "B" thereto, shall apply, *mutatis mutandis*, to this Letter Agreement, and this Letter Agreement shall be read together with such provisions of the Memorandum of Understanding.

6.0 Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Memorandum of Understanding.

7.0 This Letter Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

8.0 This Letter Agreement and the Memorandum of Understanding, together with any other Letter Agreements made pursuant to the Memorandum of Agreement from time to time, together embody and constitute the sole and entire agreement between the parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding

9.0 This Letter Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

10.0 This Letter Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

GRAND RIVER CONSERVATION AUTHORITY

Per: _____
Samantha Lawson
Chief Administrative Officer

I have authority to bind the corporation.

IN WITNESS WHEREOF the Municipality consents and agrees to the foregoing.

AGREED AND ACKNOWLEDGED THIS ____ DAY OF _____, 20____.

[NAME AND ADDRESS OF MUNICIPALITY]

Per: _____
Name:
Position:

Per: _____
Name:
Position:

I/We have authority to bind the corporation.

APPENDIX 1 – Category 2 Programs and Services Deliverables and Metrics

Programs and Services Description	Deliverables	Metrics
<p>Sub-watershed Services – Deliver a subwatershed planning program and provide technical support for municipal stream monitoring and (sub)watershed planning*</p>	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually
	Upon request and in watershed priority sequences, provide technical advice on terms of reference, scoping, methods for (sub)watershed studies.	Identify studies where support has been provided within the watershed annually
	Seek additional partner funding to undertake subwatershed/regional studies	Identify the number of applications, specifics, success and financial information annually.
	Review and provide input to watershed, regional and local scale subwatershed studies. <ul style="list-style-type: none"> • Participate on steering committees, working groups • Scope of technical review in compliance with O.Reg 596/22 - Prescribed Acts 	Number of requests and reviews undertaken
	Provide technical support and advice on municipal stream monitoring.	Number of plans reviewed and location within watershed.
	Serve as digital custodian for previously completed subwatershed studies (listed on GRCA website) Respond to requests for digital copies of previously completed subwatershed studies from consultants and the public.	Upon request
<p>* Undertake subwatershed monitoring for watershed and regional scale subwatershed studies where services are cost-shared between the municipalities and the GRCA under separate agreements. May undertake monitoring for local scale subwatershed studies where 100% funding provided by municipality under separate agreement.</p>		
<p>Conservation Services - Deliver municipal and partnership cost-share programs to support private land stewardship action to improve and protect water quality and watershed health</p>	Provide information and resources to landowners related to stewardship action including agricultural best practices, private water well maintenance, tree planting and naturalization projects.	Number of program participants, number of landowner inquiries
	Engage watershed residents in stewardship action through promotion of cost-share opportunities	Number of residents engaged through program promotion

Programs and Services Description	Deliverables	Metrics
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits
	Administer and deliver municipally funded rural water quality programs (RWQP) as requested by watershed municipalities	Projects completed (number, type) Project investment by funding source Total grant, kg Phosphorus retained - reported by program and by municipality
	<p>Seek additional partner funding to enhance cost share programs GRCA offers to watershed landowners (ie. offering funds in municipalities without a RWQP or enhancing cost-share funding opportunities in areas where municipal RWQPs exist).</p> <p>Examples of non-municipal grant funds delivered in 2023 to support private land stewardship in all watershed municipalities:</p> <ul style="list-style-type: none"> • Habitat Stewardship Program for Aquatic SAR • ECCC Nature Smart Climate Solutions • OMAFRA profit mapping • Forests Ontario 50 Million Tree Program 	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
Conservation Services – Facilitate private land, municipal and community partner tree planting	Conduct field surveys and site assessments to develop tree planting plans for rural landowners and community groups (for projects that meet minimum property and project size requirements)	Number of landowners engaged, number of planting plans developed, number of projects completed, number of trees planted, planting area, km of windbreak, km of riparian buffer
	Provide technical assistance to tree planting clients to ensure successful completion of projects.	Number of landowners, projects and trees planted by landowners (plant your own projects) with Forestry Specialist support
	Support rural landowners to develop suitable applications to cost share programs	Summary of project investment by funding source

Programs and Services Description	Deliverables	Metrics
	Secure tree stock and manage contracted planting services for landowners	Number of trees, projects, grant and investment in projects planted through GRCA planting program
	Serve as technical resource to landowners and community tree planting organizations	Number of community partner organizations supported; hours contributed
	Support community partner and municipality hosted outreach events as capacity permits	Number of community partners, number of residents engaged/event participants, number of events, number of trees planted, total area planted, volunteer hours contributed
Conservation Services – Coordinate education and outreach activities to promote actions to improve water quality and watershed health	Engage watershed residents through development and delivery of outreach events (tours, workshops, webinars) and participation in partner, community, and municipal events and meetings; as capacity and opportunities exist	Number of partners, events, event participants.
	Develop promotional materials (print, website, social media) to promote stewardship action and recruit participants to GRCA Conservation Services Programs.	
Water Quality – Deliver the Watershed-wide Wastewater Optimization Program (WWOP) to support municipal wastewater management and improve and protect water quality and watershed health • Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program • Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services	Collect data from municipalities, analyze, and produce an annual report on WWTP performance across the watershed.	# of municipalities participating in annual reporting Annual report posted online
	Host annual workshop for information sharing and networking among municipal wastewater practitioners	# of participants Workshop summary
	Provide technical support and training workshops for operators, supervisors, and managers to implement optimization techniques at individual WWTPs	# of training, technical support events # of participants
	Deliver annual recognition program to acknowledge WWTPs that participate in WWOP activities and produce a very high-quality effluent	Awards presented
	Support municipal assimilative capacity studies and master plans for water and wastewater	Studies are carried out by each municipality, as needed and GRCA staff

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie 	<ul style="list-style-type: none"> Upon request, facilitate initial scoping, act as liaison with MECP, provide technical/methodological advice, provide stream data, provide watershed context, participation in steering committees (but not provide comments on EAs) 	participate at the request of the municipality
Water Quality – Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> Operate and maintain continuous water quality stations Maintain a water quality database Develop and maintain a water quality model Report on water quality and river health 	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations
	Maintain a water quality database for continuous water quality data and grab sample data from GRCA, municipal and provincial water quality sampling programs within the watershed	Continued maintenance of the database
	Develop and maintain the Grand River Simulation Model (GRSM) for use in municipal assimilative capacity studies or for broader watershed planning purposes	GRSM is available for any municipal studies, upon request and GRCA staff will provide support for model application in assimilative capacity studies
	Analyze and report on surface water quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Water Quality – Groundwater analysis and reporting	Analyze and report on groundwater quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Watershed Sciences and Collaborative Planning - Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands) 	Analysis and reporting on watershed conditions	Periodic reporting via Watershed Report Cards (e.g., 2023), Water Management Plan (e.g., State of Water Resources, 2020), technical reports, and reports to Authority board

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> • Collaborative work on the hydrologic functions of natural features • Other watershed-scale science (e.g., fisheries) 	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<p>Watershed Sciences and Collaborative Planning - Facilitating cross-municipal and inter-agency water resource management:</p> <ul style="list-style-type: none"> • Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning • Liaise with First Nations, municipal, and provincial and federal agencies 	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> • Ensure sustainable water supplies for communities, economies and ecosystems • Improve water quality to improve river health and reduce the river's impact on Lake Erie • Reduce flood damage potential • Build resilience to deal with climate change 	Implementation tracking/reporting (scope TBD)
	Update the Water Management Plan and Integrated Action Plan as needed	Scope/timing TBD
	Chair the Water Managers Working Group with representation from watershed municipalities, First Nations, and provincial and federal agencies	Terms of Reference 2-4 meetings/workshops per year
	Provide input to municipal watershed planning – local, regional, and watershed conditions and issues identification	Upon request

The Corporation of the Township of Melancthon

By-law Number - 2023

**Being a By-law to Govern the Proceedings of the Council
of the Corporation of the Township of Melancthon**

WHEREAS, Section 238(2) of the *Municipal Act, 2001, S.O. 2001, c.25* requires every municipality to adopt a procedure By-law for governing the calling, place and proceedings of meetings and providing for public notice of meetings;

AND WHEREAS, the Council of the Corporation of the Township of Melancthon deems it necessary to enact a new By-law to govern the proceedings of Council, the conduct of its Members and the calling of meetings and to provide for procedures and statutory requirements in accordance with the Act, and to repeal the previous By-laws 16-2015, 28-2022 and 22-2023.

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

Part I – General

1. Short Title

This By-law shall be known as the Procedural By-law.

2. Principles

The proceedings of the Council and its Committees, the conduct of the Members and the calling of meetings shall be governed by the provisions of Provincial Legislation and the rules and regulations contained in this By-law.

Except as provided herein, the rules of parliamentary procedure as contained in Robert's Rules of Order shall be followed for governing the proceedings of Council and its Committees and the conduct of its Members.

The rules and regulations contained in this By-law may be suspended by a vote of two-thirds of the Members present and voting.

3. Interpretation

Wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

References to items in the plural include the singular, as applicable.

The words "include", "including", and "includes" are not to be read as limiting the phrases or descriptions that precede or follow them.

Headings and the index are included for ease of reference only and are not to be used as interpretation aids.

Specific references to laws in this By-law are meant to refer to the current laws applicable within the Province of Ontario as at the time the By-law was enacted, and as they are amended from time to time. In all cases, the reference includes the statute, as amended from time to time, including successor legislation.

4. Definitions

- a) "Act" means the *Municipal Act, 2001, S.O. 2001, c.25, as amended*.
- b) "CAO/Clerk" means the Chief Administrative Officer/Clerk of the Township of Melancthon.
- c) "Chair" means the person presiding at the Meeting. The Chair shall be the Mayor, or in the Mayor's absence, the Deputy Mayor and in the absence of the Mayor and Deputy Mayor the Members of Council shall determine the Chair.
- d) "Clerk" means the Clerk of the Township of Melancthon as appointed pursuant to Section 228 of the Municipal Act, as amended, which position can be combined with other positions.
- e) "Closed Meeting or Session" refers to a Meeting or portion thereof which is closed to the public in accordance with the applicable legislation.
- f) "Committee" means a Committee, Board, Task Force or other body established by Council with the exception of Local Boards.
- g) "Committee of the Whole" means all of the Members sitting in Committee.
- h) "Consent Agenda" means a list of items on the Agenda, all of which may be adopted by one Motion of Council or Committee, by any of which may be transferred to the regular agenda for consideration upon the request of a Member.
- i) "Council" means the Council of the Corporation of the Township of Melancthon.
- j) "Day" does not include Saturday, Sunday or a holiday.
- k) "Delegation/Presentation" means a person or group of persons who are not Members of Council or Staff of the Township who have requested and are permitted to address Council.
- l) "Deputy Mayor" means the Deputy Head of Council for the Township of Melancthon.
- m) "Electronic Meeting" means a meeting called and held in full or in part via electronic means including, but not limited to audio teleconference, video teleconference, or via means of the internet, and with or without in person attendance.
- n) "Electronic Participation" includes telephone, video, audio conferencing or other methods of synchronous communication.
- o) "Ex Officio" means by virtue of Office and refers to the position of Mayor.
- p) "Holiday" means a holiday as defined by the Legislation Act, S.O. 2006, c. 21, Schedule F.
- q) "Inaugural Meeting" means the Council meeting following a regular municipal election, at which Declarations of Office are administered.
- r) "Majority Vote" in Council or Committee means an affirmative vote of more than one-half of votes cast by those present.
- s) "Mayor" means the Mayor as Head of Council, or in the absence of the Mayor, the Deputy Mayor or, in the absence of both, another Member of Council

appointed by Council.

- t) "Meeting" means any regular, special or other meeting of Council or Committee where a quorum of Members are present and Members discuss and/or deal with any matter in a way that materially advance the business or decision-making of the Council or Committee.
- u) "Member" means a Member of Council, including the Mayor or a Member of a Committee, including the Chair or Committee.
- v) "Members of the Gallery" mean a person in attendance at the meeting.
- w) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25.
- x) "Newspaper" means a printed publication in sheet form, intended for general circulation, published regularly at intervals of not longer than a week, consisting in great part or new or current events of general interest and sold to the public and to regular subscribers.
- y) "Notice" means notice that includes the time and place of a meeting and, in the instance of a Special Meeting, shall include the purpose of the meeting and whether the meeting was called by the Mayor, CAO or upon request of the majority of the Members of Council. The form, manner and times when notice will be provided to the public regarding specific By-laws and the holding of certain meetings will be given in accordance with the Municipal Act, 2001, Township By-laws or any other applicable legislation.
- z) "Notice of Motion" means notice, including the name of the mover, advising Council that the Motion described therein will be brought at a subsequent meeting.
- aa) "Pecuniary Interest" means relating to or connected with money pursuant to relevant conflict of interest legislation.
- bb) "Point of Order" means a Member bringing attention to: (a) any breach of the rules of order pursuant to this By-law; (b) the use of improper, offensive or abusive language; (c) notice of the fact that the matter under discussions are not within the scope of the proposed Motion; (d) any other informality or irregularity in the proceedings of Council.
- cc) "Point of Privilege or Personal Privilege" means the raising of a question which concerns a Member of Council, or the Council collectively, when a Member believes that their rights, immunities or integrity or the rights, immunities or integrity of Council as a whole have been impugned.
- dd) "Public Question Period" means the time set aside at Council meetings for a Member of the Public to ask a question of Council.
- ee) "Procedural Motion" means any Motion concerning the manner or time of consideration of any matter before the Council as opposed to the substance thereof, and includes, without limitation, the following:
 - i. To extend the time of the meeting;
 - ii. To commit or refer;
 - iii. To table;
 - iv. To postpone to a certain day;
 - v. To adjourn;
 - vi. To move the question be put; or
 - vii. To suspend the Rules of Procedure.
- ff) "Question" means a sentence worded or expressed so as to seek information.

- gg) "Quorum" means a majority of the Members of Council shall constitute a quorum. A quorum of any of the Committees appointed by the Council/Local Board shall be a majority of its Members. Unless a quorum is present within one-half hour after the time appointed for the meeting of the Council/Local Board, there shall be no Meeting thereof until the next regular day of Meeting, unless in the meantime, a Special meeting is called. The Clerk/Secretary shall record the names of such Members as are present.
- hh) "Recorded Vote" means a written record of the name and of every Member voting on any matter or question.
- ii) "Resolution" means the decision of Council on any Motion.
- jj) "Rules of Procedure" means the rules and regulations provided in this By-law.
- kk) "Special Meeting" shall mean meetings summoned under Section 240 (a) or (b) of the Act, having the same privileges as a Regular Council Meeting, a quorum is required.
- ll) "Substantive Motion" means any Motion other than a Procedural Motion.
- mm) "Township" means the Corporation of the Township of Melancthon.
- nn) "Treasurer" means the Treasurer of the Township of Melancthon as appointed pursuant to Section 286(1) of the Municipal Act, as amended, which position can be combined with other positions.
- oo) "Voting Period" means the time during which electors can vote in a municipal election year, including advance voting.

Part II – Duties and Conduct

5. Duties of the Chair

The Chair of the meeting is responsible for:

- a) to open the meeting by taking the chair and calling the Members to order;
- b) to announce the business in the order in which it is to be acted upon;
- c) to receive and submit, in the proper manner, all Motions presented by the Members;
- d) to put to vote all Motions which are regularly moved and seconded, or necessarily arise in the course of proceedings, and to announce the result and, in doing so, to ensure that the mover and seconder are clearly identified;
- e) to decline to put to vote Motions which infringe the rules of procedure;
- f) to vote on all matters, which are moved and seconded, or necessarily arise in the course of the proceedings;
- g) to permit questions to be asked through the Chair of any officer in order to provide information to assist in any debate when the Chair deems it proper;
- h) to provide information to Members on any matter touching on the business of the Township;
- i) to receive all messages, petitions and communications and announce them at the meeting;
- j) to inform the Members of the proper procedure to be followed;
- k) to lead on all occasions with the observance of order and decorum, in a manner that is respectful to Delegations, fellow Members and Staff;
- l) to restrain the Members, within the rules of order, when engaged in debate;
- m) to call by name any Member persisting in a breach of the Rules of Procedure and order the Member to vacate the Council Chamber;
- n) to decide all questions of order at the meeting, subject to an appeal by any Member of Council on any question of order in respect to business before the

- Council;
- o) to authenticate, by his/her signature when necessary, all By-laws, Resolutions and minutes of the Council;
- p) to inform the Council, when necessary or when referred to for the purpose on a Point of Order or usage;
- q) to represent and support the Council, declaring its will, and implicitly obeying its decision on all things;
- r) to ensure that the decisions of Council are in conformity with the laws and By-laws governing the activities of the Council;
- s) to adjourn the meetings when the business is concluded;
- t) to adjourn the meeting without question in the case of grave disorder arising in the Council Chamber or meeting room;
- u) to order any individual or group in attendance at the meeting to cease and desist any behaviour which disrupts the order and decorum of the meeting and to order the individual or group to vacate the Council Chamber or meeting room where such behaviour persists;
- v) the Code of Conduct, as amended from time to time applies.

6. Conduct of Members

Any Code of Conduct or Ethics applicable to Members of Council adopted by Council shall apply during a meeting held pursuant to this By-law.

The Members are responsible for, where applicable:

- a) attending scheduled meetings;
- b) carefully considering and making decisions about meeting business, including seeking information and advice from Staff prior to and during a meeting;
- c) respecting and following the rules of order, the Chair's final ruling, and Council's decision
- d) participating in a meeting and not interrupting, unless to raise a Point of Order or Point of Personal Privilege, as set out in this By-law;
- e) to vote on all matters unless prohibited by law;
- f) advising the Chair or Clerk of any absences;
- g) to respect the Rules of Procedure. Respecting the confidentiality of matters discussed in Closed Session and not disclosing the subject or substance of these discussions unless authorized to do so;
- h) Observe and obey the Code of Conduct at all times.

It shall be the role of Council,

- a) to represent the public and to consider the well-being and interest of the municipality;
- b) to develop and evaluate the policies and programs of the municipality;
- c) to determine which services the municipality provides;
- d) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decision of Council;
- e) to ensure the accountability and transparency of the operation of the municipality, including the activities of the senior management of the municipality;
- f) to maintain the financial integrity of the municipality; and
- g) to carry out the duties of Council under this or any other Act.

No Member shall:

- a) in an open or closed meeting, use offensive words or unparliamentary language in or against the Council or against any Member of Staff or the public;
- b) speak on any subject other than the subject in debate;
- c) criticize any decision of the Council or continue to debate the matter after it has been decided, except for the purpose of moving that the question be

- reconsidered;
- d) disobey the Rules of Procedure or a decision of the Chair or of the Council on questions of order or practice or upon the interpretation of the rules of the Council;
- e) knowingly be absent or leave a meeting without notifying the Clerk, preferably in writing;
- f) text, email or make phone calls during the meeting;
- g) use a recording device;
- h) disclose any information that is deemed to be confidential pursuant to the Municipal Freedom of Information Act;
- i) leave the meeting or make a disturbance when the Chair is calling the question.

Where a Member persists in any disobedience of the Rules of Procedure after having been called to order by the Chair, the Chair shall forthwith put the question, no amendment, adjournment or debate being allowed, "that such Member be ordered to leave his/her seat for the duration of the meeting of the Council", but if the Member apologizes he/she may be permitted to retake his/her seat.

The Code of Conduct, as amended from time to time applies.

7. Conduct of Public

Members of the Gallery who constitute the audience at a meeting, shall not:

- a) address Council or Committee without permission;
- b) approach the desks of Council or Committee Members during a meeting without permission of the Chair or Members;
- c) bring signage, placards or banners into such meetings and refrain from any activity or behaviour that would affect the Council or Committee deliberation;
- d) enter the meeting room without first removing any non-religious or non-medical headgear;
- e) shall put on silence all electronic devices;

The Chair may cause to be expelled and exclude any Member of the public, who creates any disturbance or acts improperly during a meeting of Council or Committee. If necessary, the Chair may call upon the Clerk to seek the appropriate assistance from Police.

8. Clerk

The Clerk and/or Deputy Clerk shall be present at all meetings of Council.

The Clerk or the Clerk's designate shall be responsible for the management and co-ordination of meeting agendas and related resolutions, By-laws, minutes, correspondence and records and allow for public access to same in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 and other pertinent legislation.

9. Council/Staff Relations

Both Council and Staff shall work hard at fostering a climate of mutual respect and recognize the mutual goal is to serve the Municipality.

Members of Council shall be respectful of the fact that Staff work for the Municipality as a corporate body and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual Member or group of Members of Council.

In addition, Members shall be respectful of the fact that Staff carry out directions of Council and administer the policies of the Municipality, and are required to do so without undue influence from any individual Member or group of Members of Council.

Part III – Meetings

10. Inaugural Meeting

The Inaugural Meeting of Council following an election shall be held on the first Thursday following November 15th in the year of a regular election at 9:00 a.m. in the Council Chambers of the Administration Building where the Declarations of Office shall be administered.

11. Open Meetings

All meetings must be open to the public.

12. Closed Meetings (In Camera)

Notwithstanding Section 11, a meeting may be closed to the public pursuant to Section 239 (2) of the Act.

Prior to holding a meeting or part of a meeting that is to be closed to the public; Council, Committee or Local Board, shall state by Resolution:

- a) the specific provisions of the Municipal Act or applicable legislation that permits the matter to be considered in a closed meeting;
- b) the general nature of the matter to be considered at the closed meeting;

A meeting shall not be closed to the public during the taking of a vote unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the Municipality or Local Board, or persons retained by or under contract with the Municipality or Local Board. A Motion to move out of closed session shall be passed in order for the meeting to be resumed in open session and the Members shall report any recommendation(s) in open session.

No matter or item other than the matter(s) referred to in the public resolution may be discussed.

If Council, the Committee or Local Board wishes to discuss an item of time-sensitive urgency that was not contained within the Motion to move into a closed session, they shall rise from the first closed session and in open session move a further Motion in accordance with Section 239 (2) of the Act.

All persons in attendance during Closed Session shall ensure that confidential matters disclosed to them, and materials provided to them during Closed Session or in advance of the meeting or session, are kept confidential. Persons in attendance are encouraged to delete and/or return confidential material to the Clerk. The obligation to keep information confidential even applies if the Member ceases to be a Member.

The Clerk or designate of Council, Committee or Local Board shall ensure that minutes of the closed meeting are prepared. The minutes of the closed meeting shall be presented at the next Closed Session meeting for approval.

13. Special Meetings

The Mayor may at any time summon a Special Meeting of Council on 24 hours' notice by the Clerk to the Members of Council.

The Clerk shall summon a Special Meeting upon receipt of a petition of the majority of the Council Members for the purpose and at the time and date mentioned in the petition.

The only business to be dealt with at a Special Meeting is that which is listed on the Agenda.

14. Calendar of Meetings

During the regular Council meeting in January, the Clerk will prepare a schedule of the next year's tentative meeting dates for Council to review and confirm.

15. Regular Meeting Times

The regular meetings of Council shall be held at 5:00 p.m. on the first Thursday of the month and at 5:00 p.m. on the third Thursday of the month unless otherwise changed by Council.

A meeting shall adjourn no later than 10:00 p.m. unless a Motion is passed by a majority vote of Members of Council present.

16. Place of Meetings/Electronic Participation

Meetings shall be held in the Council Chambers located at 157101 Highway 10, Melancthon, or at such other place as is specified in the Agenda, in a location that is accessible pursuant to the requirements of the *Accessibility for Ontarians with Disabilities Act*. The Clerk or designate will make every effort to give at least two (2) week's notice of any change of venue.

Meetings may be conducted as an electronic meeting, either in full or in part, pursuant to Section 238 (3.1) of the *Act*, and in accordance with this By-law. The method and technology used for an Electronic Meeting shall be determined by the Clerk.

Members may participate in both open and closed meetings either in person or by electronic means. Members participating electronically will be counted towards quorum, and shall be entitled to vote as if they were attending the meeting in person. Voting may take place by way of roll call, or in an alternate method authorized by the Chair. It is strongly encouraged that Members participate in meetings in person in the Council Chambers.

Members who wish to participate electronically, in accordance with this section, shall make arrangements with the Clerk, no less than 24 hours in advance of the meetings, or as soon as possible in the event of inclement weather.

At meetings with electronic participation by any Member(s), votes may be recorded to ensure transparency.

If a Council Member can no longer participate by electronic means it will not affect the validity or continuation of the meeting. However, if quorum is lost, the meeting will be deemed to be adjourned.

An electronic meeting shall be available in such a manner that the public may observe the meeting remotely as it is conducted, when feasible.

Recording of a meeting by the Clerk shall be permitted.

In the event of a technical failure during the meeting, a recess of not more than 15 minutes can be taken to allow Staff to reinstate the electronic participation.

17. Persons within Council Chambers

No person, except Members of Council and appointed officials of the Township, shall be allowed to approach the Council table during the meetings without the permission of the Chair.

No person, except Members of Council and appointed officials of the Township, shall place on the desks of the Members or otherwise distribute any material unless such person has received the approval of the Chair or Clerk, and said material is to be provided to both Council and the Clerk.

18. Recording Equipment and Electronic Devices

All open Council meetings will be recorded by the Clerk or designate and the recording will be made available to the public within five (5) business days of the meeting.

All electronic devices including cellular telephones shall be placed in silent mode in the Council Chambers and all other locations during the course of meetings held in accordance with this By-law.

19. Public Notice of Meetings

Where Notice of Intention to Pass a By-law or Notice of a Public Meeting is required to be given, the Clerk shall cause such Notice to be posted on the Township's website. Additional notice by direct mail and/or publication may be made at the discretion of Council or the Clerk. Inclusion within agenda and meeting packages shall be considered notice.

Such notice shall be given pursuant to applicable legislation or regulations, and if not so prescribed, notice shall be given at least once, not less than 48 hours prior to the proposed notice of intention to pass a By-law or notice of a public meeting being taken.

Public notice shall be given for all meetings of Council by means of the municipal website with inclusion of each meeting listed in the calendar and the posting of the agenda.

20. Statutory Public Meetings

Such meetings shall be held on regularly scheduled Council meeting dates or such other date and time as determined by the Clerk with notice as set out in applicable legislation.

21. Emergency Meetings

In the event of a bona fide emergency, a meeting may be held as soon as practicable following receipt of the summons or petition as outlined in Special Meetings as the case may be and notice may be given by telephone, text, email or personal contact until contact is made as determined by the Clerk.

22. Calling a Meeting to Order

As soon after the hour fixed for the holding of the meeting of the Council as a quorum is present, the Mayor or Chair shall take the chair and call the meeting to order.

23. Absence of the Mayor

The Deputy Mayor of the Municipality shall be the Acting Mayor and exercise the powers of the Office of the Mayor in the absence of the Mayor. If the Mayor does not attend within 5 minutes after the time appointed for the meeting, the Clerk shall call the Members to order and if a quorum is present the Deputy Mayor shall preside over the meeting until the arrival of the Mayor. In addition, the Members of Council may appoint another presiding officer from among themselves for the purpose of Chairing a particular meeting.

24. Arrival and Departure of Members

Late arrivals and early departures will be noted in the minutes.

If a Member arrives late at a meeting, any prior discussion shall not be reviewed without the unanimous consent of all Members present.

25. No Quorum

If no quorum is present thirty (30) minutes after the time appointed for a meeting, the Clerk shall record the names of the Members present and the meeting shall stand adjourned in accordance with Council direction or at the call of the Chair.

26. Unfinished Business – Quorum Lost

If during the course of a meeting quorum is lost, then the meeting shall stand adjourned and not ended, to reconvene in accordance with Council direction or at the call of the Chair.

If in the Mayor's opinion it is not essential that the balance of the agenda be dealt with before the next regularly scheduled meeting, then the Mayor shall announce that the unfinished business will be taken up at its next regularly scheduled meeting.

27. Cancellation of a Meeting

Council may cancel a regular meeting by Motion of Council and/or the Mayor may cancel a meeting if it is in his/her opinion appropriate due to weather or an emergency.

Part IV – Order of Proceedings – Agendas and Minutes

28. General Rules Regarding Council Agendas

Prior to each regular meeting, the Clerk or designate shall prepare an agenda of all the business to be brought before such meeting.

No report shall be placed on the Council agenda unless it was first authorized by the CAO/Clerk or designate.

Each Agenda, insofar as practicable will contain all Reports, Motions and By-laws to be considered.

29. Agenda Delivery

A final agenda package shall be distributed electronically to the Members of Council and made public no later than the close of business on Monday, immediately preceding the meeting.

In the event of a holiday, final agenda delivery shall be delayed by one day if

required.

30. Order of Business – Council

The Clerk, at his/her discretion, and who may consult with the Mayor, shall have prepared from all petitions, communications, correspondence and Delegation requests, which are to be received no later than 12:00 p.m. on the Thursday prior to the regular meeting, an Agenda under the following headings:

- 1) Call to Order
- 2) Land Acknowledgement
- 3) Announcements
- 4) Additions/Deletions/Approval of Agenda
- 5) Disclosure of Pecuniary Interest and General Nature Thereof
- 6) Approval of Minutes
- 7) Business Arising from Minutes
- 8) Point of Privilege or Personal Privilege
- 9) Public Question Period
- 10) Public Works
- 11) Planning
- 12) Strategic Plan
- 13) Climate Change Initiatives
- 14) Police Services Board
- 15) County Council Update (Third Thursday Agenda)
- 16) Committee/Board Reports and Recommendations
- 17) Correspondence – Board and Committee and Working Group Minutes, Items for Information Purposes and Items for Council Action
- 18) General Business
- 19) Notice of Intent to Pass By-laws
- 20) New/Other Business/Additions
- 21) Unfinished Business
- 22) Delegations/Presentations (pre-registered), Statutory and Non-Statutory Public Meetings
- 23) Closed Session
- 24) Third Reading of By-laws
- 25) Notice of Motion
- 26) Adjournment

The order of business may be altered by the Clerk during preparation of the Agenda to improve the efficiency of the meeting.

The business of the Council shall in all cases be taken up in the order in which it stands upon the agenda, unless otherwise decided by Council.

Any item which is not on the Agenda as printed but has been determined by the Clerk to be of a nature which requires Council's attention prior to the next scheduled meeting, may be added by addendum at the discretion of the Clerk.

Any item brought forward as a time sensitive issue by a Member of Council shall require a majority vote of the Members present to be added to the Agenda.

Any submission made to Council and listed on the Agenda may be withdrawn by the submitting person or agency at any point preceding that submission being reviewed by Council at the meeting for which the Agenda applied.

Items that will not be included in the Agenda package will consist of the draft minutes, draft By-laws (unless authorized by Council or at the discretion of the Clerk), Closed Session materials, documents directly available from other sources i.e., Government Agencies, Conservation Authorities, etc. and link will be provided. The materials included in the package in advance of the meeting are at the discretion of

the CAO, Clerk or designate. Correspondence received after the beforementioned deadline may or may not be included with the posted Agenda. Paper copies of the complete Agenda package or specified Agenda items will be available upon written request within two business days of the request and shall be accompanied by payment as per the Township Tariff of Fees Schedule.

The posted Agenda for a Council/Committee meeting shall constitute notice of a meeting under this By-law.

Council shall take breaks at the discretion of the Mayor and Council.

31. Declaration of Pecuniary Interest

Every Member of Council shall declare any pecuniary interest with respect to any item of business in accordance with the *Municipal Conflict of Interest Act, R.S.O. 1990, c.M.50* as amended from time to time. Any Member of Council who declares a pecuniary interest shall be required to leave the meeting, whether a closed or open session is being held.

At the meeting at which the Member disclosed an interest, the Member shall file a written statement of the interest and its general nature with the Clerk or the Secretary of the Committee or Local Board, as the case may be.

The Member shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

Where the interest of a Member has not been disclosed by reason of the Member's absence from a particular meeting, the Member shall disclose the Member's interest and otherwise comply at the first meeting of the Council or Committee, as the case may be, attended by the Member after the particular meeting.

In the event that a Member declares an interest during closed session, the Member shall affirm their declaration of pecuniary interest immediately after the Motion to rise and the Clerk shall record the declaration in the minutes.

A Member who has declared a pecuniary interest in a matter may move, second and vote on the Confirmation By-law for the meeting in which the interest was declared and approve the minutes of the meeting in which the interest was declared.

Where the number of Members who, by reason of the Provisions of the *Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50* as amended are disabled from participating in a meeting is such that at that meeting the remaining Members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of Members shall be deemed to constitute a quorum, provided such number is not less than two.

The disclosure, recording and registering of such declarations or other matters under this section shall be managed in accordance with the *Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50*, as amended.

32. Minutes

Minutes of a meeting shall be approved at the next regular meeting. The minutes shall be made available to the Public after Council approval by Motion of Council.

Minutes shall record:

- a) the place, date and time of meeting;
- b) the names of the presiding officer or officers and the record of the attendance of the Members;
- c) the reading, if requested, correction and confirmation of the minutes of

- prior meetings;
- d) declarations of interest;
- e) the Motions considered and votes taken by Council; and
- f) all the other proceedings of the meeting without note or comment.
- g) the Council decisions and directions to Staff as stated by the Mayor/Chair to the Clerk

If the minutes have been delivered to the Members of the Council then the minutes shall not be read, and a resolution that the minutes be approved shall be in order.

After the minutes have been approved they shall be signed by the Mayor and by the Clerk.

The Clerk or designate shall act as the Recording Secretary for Council meetings, including Statutory Public Meetings and Special Education Sessions.

33. Delegations/Presentations

A person or group wishing to make a Delegation/Presentation to Council shall submit a Delegation Request to the Clerk or designate in writing no later than 12:00 p.m. on the Thursday prior to the requested meeting. The Request shall state the nature of the business and the names of the persons in the Delegation/Presentation. A copy of the presentation must be provided for inclusion in the package. The Delegation Request Form will be included in the Agenda Package.

The Clerk shall acknowledge receipt of the request and place the matter on the next appropriate Council Agenda.

Delegations/Presentations at the Council Meeting shall be limited to ten (10) minutes. The duration may be extended by majority vote specifying the additional time. Such question shall be decided by the Council without debate. An organized body wishing to address Council as a Delegation shall be limited to two (2) speakers, each limited to speaking not more than a combined total of fifteen (15) minutes. Delegations for the purposes of Council Training shall be permitted a longer period of speaking time at the discretion of the Clerk.

No Delegation shall:

- a) Speak disrespectfully of any person;
- b) Use offensive words;
- c) Speak on any subject other than the subject for which he or she has received approval to address Council or Committee;
- d) Disobey the rules of procedure or a decision of the Chair or Council.

Council may refuse to hear Delegations when, in the opinion of the Council, the subject of the presentation is beyond the jurisdiction of the Township of Melancthon.

The Mayor/Chair may shorten the time of any Delegation, any questions of a Delegation or debate during a Delegation for disorder or any other breach of this By-law.

Council has the discretion to close a meeting to the public during a Delegation if the subject matter being considered relates to a Closed Session meeting under the Act.

A maximum of two (2) Delegations/Deputations per meeting shall be permitted.

A person who is unable to attend a Council meeting may arrange for another person to appear as a Delegation on such person's behalf and to read aloud a prepared statement pertaining to an item listed on the Council agenda.

During or following a Delegation, Members may ask specific questions relating to the

presentation for the purpose of clarification without statement or comment.

Each issue and/or Delegation will be allowed one meeting presentation to the Council and/or Committee with a period of six (6) months lapsing before the issue can be raised again. An exception may be granted if substantially new and/or substantially significant information is provided to the Clerk or Committee Secretary.

In the event that scheduled Delegation does not appear at the prescribed time, with or without notice, the Council will continue on with the business of the day and may or may not at the discretion of Council, receive the Delegation on their arrival and that Delegation may be rescheduled to a later date.

34. Public Question Period

Public Question Period will fall on the Agenda after Point of Privilege or Personal Privilege on the regular Council Agenda,

Council requests that questions be submitted ahead of the meeting by 12:00 p.m. on the Thursday prior to the regular Council meeting. Each person will be allowed to ask one question, either written or verbal during this time, and one question for clarification purposes only after the answer is given on the original question.

A question arising from the posted Agenda material on the website may be asked at the meeting and does not have to be received in writing. Council reserves the right to defer any question if they are not able to answer it at the meeting.

The time allotted for Public Question Period will be 20 minutes. If less time is required and there are no further questions, the Mayor/Chair will declare Public Question Period to be closed and carry on with the regular business of the meeting, or if time permits, individuals will be allowed to ask an additional question. Also, with time permitting anyone wanting to make a comment may do so and Council may choose to respond to the comment if felt to be in the Public Interest.

Questions shall only be permitted in respect of subject matters that deal with municipal issues and are within the Municipality's jurisdiction, being those that Council is responsible for, as outlined in the Act.

35. By-laws

Every By-law shall be introduced by Motion, specifying the title thereof.

Every By-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provision of any Act and shall be complete except for the number and date thereof.

The Clerk is hereby authorized to make such minor deletions, additions or other changes in form to any By-law before same is signed and sealed, for the purpose of ensuring correct and complete implementation of the actions of Council forming the subject matter of the By-law and Members shall be advised by the Clerk of such changes by written notice.

Every By-law shall have three readings prior to it being passed and may be given three readings on the same day except when requested otherwise by motion of the majority of the Members present or as otherwise provided by law.

All By-laws enacted by Council shall be numbered and dated, signed by the Mayor and Clerk, and shall have the seal of the Corporation affixed.

The proceedings at every regular and special meeting shall be confirmed by By-law so that every decision of the Council and every resolution passed at that meeting shall

have the same force and effect as if each and every one of them had been the subject matter of a separate By-law duly enacted.

36. Petitions and Communications

Communication – Council

Every communication addressed to Council, including a petition designed to be presented to the Council, shall be legibly written or printed, shall not contain any obscene or improper language; and must include the author's full name and current contact information, at a minimum, the author's address, telephone number and email and filed with the Clerk. Once received, the communication shall be published in the Agenda package and form part of the public record. The communication shall be submitted in accordance with Section 30 of the Procedural By-law.

Communications – Public

Any communications submitted by the public to be considered or addressed by Council shall form part of the agenda for the appropriate meeting and shall be considered to be a public document and therefore, subject to disclosure.

Communications - Referral to Committee

Any communication within the jurisdiction of a Committee shall first be placed on the Agenda for the appropriate Committee, unless the communication relates to a subject or report scheduled to be considered by Council.

Correspondence, including names and addresses, addressed to Council or directed to a Statutory Public Meeting become part of the public record and may be published in a report, agenda or minutes.

37. Notice of Motions

Any Member of Council may introduce a Motion on a matter of new business. Notices of Motion shall be made in the following manner:

- a) Submitted Prior to Meeting: A Notice of Motion submitted in writing to the Clerk not less than seven (7) calendar days prior to a meeting shall be included in the Agenda of that meeting as a Motion;
- b) Submitted during Meeting: A Notice of Motion without a seconder may be introduced during a meeting, in which case the Notice of Motion shall be recorded in the minutes and placed on the Agenda for the next meeting as a Motion;
- c) Notwithstanding Section 37(b), a Notice of Motion made during a Council meeting may be considered by Council during that meeting if it is moved and seconded and a vote dispensing with notice is supported by at least three Members of Council.

38. Adjournment

At the conclusion of the Agenda, seeing no other business, the Chair shall deem the meeting adjourned by Motion to the next regularly scheduled meeting or at the call of the Chair as determined by Council.

Part V – Motions and Voting

39. Moved and Seconded

All Motions shall be moved and seconded. The Clerk or designate may be asked to repeat the Motion in question.

No Member shall speak to any Motion until it is first read by the Chair, and the mover is entitled to speak first thereon if the Member so elects.

A Motion or amendment thereto, may not be withdrawn without the consent of the mover and seconder.

The Chair may vacate the chair in order to move or second a Motion and shall resume the chair following the vote on the matter.

Whenever the Chair is of the opinion that a Motion or resolution is contrary to the Rules of Procedure, the Chair shall rule the Motion or resolution out of order.

A Motion or resolution which requires the exercise of a power or powers by Council which are not within its jurisdiction, shall not be in order.

All Motions shall commence with the words "Be It Resolved That".

All Motions may be supported or opposed by the mover and seconder.

40. Address the Chair

Every Member speaking on any question or Motion shall address the Chair.

41. Order of Speakers

When two (2) or more Members wish to speak, the Chair shall designate the Member who has the floor who shall be the Member who, in the opinion of the Chair, first requested to speak.

42. Final Speaker

A Member who has made a Motion and/or amendment to such Motion shall be permitted the final reply.

43. Severability of Question

Upon the request of any Member, and when the Chair is satisfied that a question under consideration contains distinct proposals, the vote upon each proposal shall be taken separately.

44. Voting Procedure

Each Member present and voting shall announce or indicate his or her vote upon the Motion openly and individually by show of hands and no vote shall be taken by ballot, or any other method of secret voting.

Every Member present shall vote unless prohibited by statute, in which case it shall be so recorded.

A failure to vote or abstention by a Member who is present at the meeting at the time of the vote and who is qualified to vote shall be deemed to be a negative vote.

After a Motion is called to vote by the Chair, no Member shall speak to the question, nor shall any other Motion be made until after the vote is taken and the result has been declared.

When the Chair calls for the vote, each Member shall occupy his/her seat and shall remain in his/her place until the result of the vote has been declared by the Chair, and during such time no Member shall walk across the room to speak to any other Member or make any noise or disturbance.

The manner of determining the decision of the Council on a Motion shall be at the discretion of the Chair and may be by voice, show of hands, standing or otherwise.

Any Motions on which there is a tie vote shall be deemed to be lost, except where otherwise provided by any *Act*.

45. Recorded Vote

A request by a Member for a recorded vote shall be made immediately prior to the commencement of the vote being taken or immediately thereafter, prior to proceeding to the next item on the agenda.

When a recorded vote is requested, the Clerk shall call the names and record the vote commencing with the Member who requested the vote, to be followed by the next Councillor in alphabetical order with the Deputy Mayor and the Mayor voting second last and last. If the requester is the Mayor or Deputy Mayor, they shall vote first. The Clerk to announce the results. The names of those who voted for and those who voted against shall be noted in the minutes.

46. Unrecorded Vote

The manner of determining the decision of the Council on a Motion shall be at the discretion of the Mayor and may be by voice, show of hands, standing or otherwise.

47. Tie is Lost

If there is a tie vote on any question, the vote shall be deemed to have been lost, except where otherwise provided by any *Act*.

48. Secondary Motions

The following matters and Motions are not debatable and may be introduced without notice and without leave, except as otherwise provided by the Rules of Procedure:

- a) a point of order or privilege;
- b) to move the question be put;
- c) to recess;
- d) to move to Committee of the Whole;
- e) to move to Committee of Adjustment;
- f) to extend the time of the meeting; or to adjourn.

The following matters and Motions are debatable and may be introduced without notice and without leave, except as otherwise provided by the Rules of Procedure:

- a) to amend;
- b) to suspend the Rules of Procedure;
- c) to commit or refer to a specific body;
- d) to defer or to postpone indefinitely;
- e) any other procedural Motion.

49. Order of Consideration

When a question is under consideration, no Motion shall be received except a procedural Motion or a Motion to amend.

Procedural Motions shall be considered immediately upon receipt and shall have precedence and may be subject to debate as follows:

- a) to extend the time of the meeting (not debatable);
- b) to commit or refer (debateable);
- c) to table (not debatable);
- d) to postpone to a certain day (debateable);
- e) to adjourn (not debatable);
- f) any other procedural Motion (debateable).

50. Motion to Amend

Motions may be amended prior to the calling for the vote if a quorum of the Members agree to the amendment.

Amendments shall be relevant and germane to the principle of the report or motion under consideration.

Only one amending motion shall be considered at any one time.

51. Motion to Rescind

A Motion to rescind a Motion previously passed can be made by anyone but only if no action has been taken on the Motion to be rescinded. It requires two-thirds majority for approval.

52. The Question Be Now Put

A Motion that the question be now put shall preclude all further amendments of the question. When resolved in the affirmative, the question and all amendments thereto are to be put forward without debate or further amendment.

Such Motion cannot be moved by a Member who has already debated the question.

53. Motion to Lay on the Table

A Motion to lay on the table with some condition, opinion, or qualification added to the Motion to table shall be deemed to be a Motion to postpone.

The matter tabled shall not be considered again by the Council until a Motion has been made to take up the tabled matter at a subsequent meeting.

A Motion to take up a tabled matter is not subject to debate or amendment.

A Motion that has been tabled and not taken from the table for six months shall be deemed to be withdrawn, and cannot be taken from the table.

54. Motion to Postpone

A matter postponed to a definite date shall be considered first over all other business on such date.

A Motion to postpone without a definite date shall be treated as if it was a Motion to lay on the table.

55. Reconsideration of a Matter

If a matter has been previously considered, it shall not be reconsidered by such body within six (6) months after the meeting at which it was originally considered, without the consent of at least two-thirds of the members present.

“Considered” shall mean those matters for which the Members of a meeting have

decided to act or not act upon and shall more include the mere receipt of information where no action has been sought or taken.

A motion to reconsider must be moved by a member of the prevailing side where the matter was first considered.

A motion to reconsider on a decided matter of Council shall be brought forward as a Notice of Motion.

Part VI – Rules of Debate

56. Rules of Debate

No Member shall speak more than once, except if requested to give an explanation, until every Member who desires to speak, has spoken.

When a Member is speaking, no other Member shall pass between that Member and the Chair, or interrupt him or her, except to raise a point of order or a point of personal privilege.

A Member may speak to the same question for a maximum of five minutes, and, with leave of the Council, may be granted an extension.

When an item is being discussed and one Member has the floor a Member may ask a question only for the purpose of obtaining information necessary for a clear understanding thereof.

All questions shall be stated succinctly and questions shall not be used as a means of making statements or assertions.

Questions may be asked through the Chair of the previous speaker, Staff, a Delegation or Presenter.

A Member may not ask a question if the Chair rules that such question, in substantially similar form and content, has already been asked and answered.

57. Points of Order or Points of Privilege

A Member may interrupt the person who has the floor to raise a point of order when such Member feels that there has been a deviation or departure from the rules of procedure and upon hearing such point of order, the ruling of the Chair shall be final unless the Member appeals the ruling to Council which shall decide the question "that the decision of the Chair be sustained" without debate upon a majority vote of the Members present.

A Member may rise at any time on a point of personal privilege where such Member feels that personal integrity or the integrity of the Council has been impugned by another Member and upon hearing such point, the ruling of the Chair shall be final unless the Member appeals the ruling to Council which shall decide the question "that the decision of the Chair be sustained" without debate upon a majority vote of the Members present.

Where the Chair recognizes that a breach of privilege has taken place, the Chair shall cause the offending Member to apologize, and failing such apology shall require such Member to vacate the Council Chamber for the duration of the meeting.

Any Member may appeal the decision of the Chair to the Council which shall decide the question "that the decision of the Chair be sustained" without debate upon a majority vote of the Members present.

Part VII – Committees, Task Forces and External Boards

58. Internal Committees, Sub-Committees or Task Forces

Council may create, appoint and dissolve any Committee, Sub-Committee or Task Force by By-law or resolution, including the Terms of Reference. Where no specific rules of procedure are specified, these Rules of Procedure shall apply. The Committee, Sub-Committee or Task Force shall sit for the term of Council, or as determined by Council.

All Committees, Sub-Committees or Task Forces will forward their recommendations to Council in the form of a Report.

The minutes of the meetings will be forwarded to Council in approved form. The Agendas will be forwarded to the Clerk or designate to be posted on the Township website.

Verbal Reports of each Council Member's Sub-Committee, Committee or Task Force or Outside Board meeting may be given at the first regular Council meeting each month.

Council Members who are not Members of a specific Committee or Task Force may attend meetings of that Committee or Task Force and may, with the consent of the Chair of that Committee or Task Force, take part in the discussion, but shall not be counted in the quorum or entitled to make motions or to vote but their attendance shall be noted in the minutes of the meetings.

Council may at its discretion, appoint or dismiss any Committee, Sub-Committee or Task Force Member by By-law or resolution.

59. Council Representation on External Boards

The Township of Melancthon shall be represented on all external Boards and Committees for whom appointments are sought or required at the discretion of Council.

At the beginning of each term of Council, the Mayor shall request with the assistance of the Clerk or designate a list of Boards and Committees each Member of Council is interested in serving on for their Council term.

The Mayor shall submit for Council consideration a list of external boards and Committees accompanied by one or more Members to be appointed to each of these bodies. The list may be debated at time of consideration.

Appointments shall be made by By-law for the Council term, unless otherwise determined.

60. Ex-Officio

The Head of Council is an ex officio Member of every Committee, Sub-Committee or Taskforce.

Where a Committee, Sub-Committee or Taskforce is established by reference to a particular number of Members without specifically providing for the Members of the Head of Council, such number is automatically increased by one, being the Head of Council.

The Head of Council may vote and otherwise participate in the business of the Committee without any restriction on the same basis as any other Member.

61. Committee of the Whole

Committee of the Whole facilitates the decision-making process of Council. The Committee is comprised of all members of Council who fully participate in debate and forward recommendations to Council for final decision.

The Mayor shall preside as Chair of the Committee of the Whole. In the event that Council wishes to designate another Member of Council, other than the Mayor, to act as Chair for the Committee of the Whole, this may be done by resolution of Council.

In the event that the Mayor is absent, the Deputy Mayor will preside as Chair of the Committee of the Whole. If Council has designated another Member to Chair the Committee of the Whole and that Member is absent, the Committee of the Whole shall select another Chair from the Members present.

The Chair of the Committee of the Whole shall maintain order in Committee and report the proceedings to Council. The rules governing the procedure of Council and the conduct of Members shall be observed in Committee of the Whole so far as they are applicable, provided that no vote shall be recorded.

A final agenda package shall be distributed electronically to the Members of Committee and made public no later than the close of business on Monday, immediately preceding the meeting. In the event of a holiday, final agenda delivery shall be delayed by one day if required.

Minutes of a meeting shall be approved at the next scheduled meeting. The minutes shall be made available to the Public after Committee approval by Motion.

Part VIII – Vacancies

62. Appointments to Vacancies

Where a vacancy occurs in the office of a Member of Council and the vacancy is to be filled other than by an election, the Council shall appoint a person who has consented to accept the office.

If more than one candidate is nominated for appointment to fill such vacancy, a vote shall be taken by the Clerk.

The Clerk shall record the name of each Member of Council and the name of the candidate for which the Member is voting. The results shall be declared by the Clerk.

Part IX – Other Matters

63. Conflict with any Other By-law

In the event of conflict between this By-law and any Statute, the provisions of the Statute prevail.

In the event of any conflict between any provisions of this By-law and any other By-law hereto are passed; the provisions of this By-law shall prevail.

64. Suspension of Rules

Any procedure required by this By-law may be suspended with consent of a majority of the Members of Council present.

65. Amendment

No amendment or repeal of this By-law or any part thereof shall be considered at any meeting of the Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council. The waiving of this notice by Council is prohibited.

In all matters and under all circumstances the Member shall be guided by and shall have regard to the Act and *Municipal Conflict of Interest Act, R.S.O. 1990, c. M50.*

Following a regular or new election, the Clerk shall provide each Member of Council with a copy of this By-law, including any amendments thereto.

66. Emergency Provision

If a matter arises, which in the opinion of the CAO is considered to be of an urgent or time sensitive nature, or which could affect the health or well-being of the residents of the Township of Melancthon, or if a State of Emergency is declared, or if so advised by a Provincial Ministry, the CAO shall make his/her best efforts to provide notice of the action as soon as possible following the action and will present a report to Council for ratification.

67. Repeal

That By-laws 16-2015, 28-2022 and 22-2023 are hereby repealed.

68. Effective Date

That this By-law shall come into full force and effect on the date of enactment.

BY-LAW READ A FIRST AND SECOND TIME THIS DAY OF 2023.

BY-LAW READ A THIRD TIME AND PASSED THIS DAY OF 2023.

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: PUBLIC COMMENTS ON DRAFT PROCEDURAL BY-LAW

MEETING DATE: OCTOBER 19, 2023

A public notice was put out on social media September 13th and again on September 20th requesting comments on the Draft Procedural By-law by September 28th for Council consideration, and none were received as a result of that notice.

Comments had been received from David Thwaites on September 5, 2023 prior to the September 7, 2023 Council meeting when the Draft By-law was being considered. Those comments are below:

Paragraph 5. (g) - references " of any officer". The Bylaw does not otherwise define "any officer" so it is unclear as to who this references.

(v) the wording is unclear when read with the preamble wording.

Paragraph 6. The preamble sentence refers to "Code of Conduct or Ethics". I am not aware of there being a "Code of Ethics" or what the reference to Ethics might be. I know what Ethics means but it has no context within a Procedural Bylaw.

(h) " observe and obey" the Code of Conduct. Not sure whether "observe and obey" are the two words desired so maybe other words.

Provision for Members not to telephone/text/email during a meeting. What if the communication is during a break yet "during the meeting"? Might it be better to " while the meeting is in session or other words to that effect?

Further, as we are aware from the past, electronic meetings/attendances make it almost impossible to monitor and enforce this provision. Is there a provision that might be considered to address to gap.

Provision provides that a Council Member may be ousted from meeting unless the Council Member apologizes. An apology by itself may well not remedy the breach of the Code for which the Mayor must enforce (integrity commissioner will not deal with). Thus I would suggest that the wording go further to provide that the Member who has

GB 17.3.1.1

OCT 19 2023

breached not only apologize but otherwise remedy the offending conduct in a manner determined by the Chair.

Para 23 spelling "Charing",

Provision providing for Deputy Mayor to chair absent the Mayor. My concern is the last sentence which provides that Council may otherwise appoint the Chair. This sentence is in conflict with the previous sentences which mandate the Deputy Mayor chair. It may be that the last sentence is intended to apply only if both the M and DM are absent or unable to chair. Should be clarified.

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. _____

BEING A BY-LAW TO PROCURE GOODS AND SERVICES

WHEREAS Section 271 of the Municipal Act, 2001 requires Municipalities and Local Boards to develop policies to be used for the procurement of goods and services;

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

PART I Definitions:

- 1.1 **Council** shall mean the Municipal Council for the Township of Melancthon.
- 1.2 **CAO** shall mean the Chief Administrative Officer of the Township as appointed by by-law.
- 1.3 **Clerk** shall mean the Clerk for the Township of Melancthon.
- 1.4 **Contract** shall mean an executed agreement to supply goods or services after a procurement process.
- 1.5 **Designate** shall mean a person or agent designated by a Department Head or the CAO to exercise any or all responsibilities of that department with respect to the policy.
- 1.6 **Department Head** shall mean the Head of a Department for the Township of Melancthon.
- 1.7 **Emergency Purchase** shall mean a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property or significant financial loss or environmental impacts.
- 1.8 **Municipality** shall mean the Township of Melancthon.
- 1.9 **Purchasing Designate** shall mean a person or agent designated by a Department Head to exercise any or all responsibilities of that Department Head with respect to the policy.
- 2.0 **Quotation** (RFQ) shall mean a written offer to sell or a bid obtained from selected suppliers to supply stipulated goods or services at a particular time.
- 2.1 **Request for Proposal** (RFP) shall mean the process used to solicit bids for the purchase of goods and services where a clearly defined specification is not available or is difficult to develop due to unknown factors or uncertainty of requirements.
- 2.2 **Request for Tender** (RFT) shall mean the request for bids where the specifications are defined.
- 2.3 **Small Order Purchases** shall mean the purchase of goods and services up to an amount specified in the Procurement Policy.
- 2.4 **Staff** shall mean an employee for the Township of Melancthon.
- 2.5 **Tender** shall mean a document, which sets out particular specifications for the commodity or service required. This can also refer to an offer in writing to execute some specified work or to provide some specified articles at a specified rate.
- 2.6 **Township** shall mean the Township of Melancthon.
- 2.7 **Treasurer** shall mean the Treasurer of the Township.
- 2.8 **USMCA** shall mean the United States, Mexico, Canada free trade agreement.
- 2.9 **Vendor** shall mean any person or enterprise supplying goods or services to the Township.

PART II Procurement Policies:

- 1) The procurement policy that shall be used as set out in Schedule (A) of this Bylaw.

This by-law shall come into effect, _____. By-Law No. 57-2004 and 5-2014 are hereby repealed.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED ON THIS _____ DAY OF _____, 2023.

.....
MAYOR

.....
CLERK

Schedule A

TO BY-LAW NO. _____

Procurement Policy

Purpose:

The purpose is to ensure:

1. Objectivity and integrity in the procurement process;
2. Fair treatment of all bidders;
3. Openness, accountability and transparency in all business transactions;
4. Responsible management of the public funds, Municipal finances and assets;
5. Best value is achieved when procuring supplies and services;
6. Efficient, green products, Canadian products when possible, USMCA compliance.
7. Best solution is achieved when procuring goods and services.
8. Flexibility to purchase goods and services during a crisis or emergency situations.

To ensure effectiveness and relevance of this policy there shall be a review completed within 5 years of the approval date. The policy remains in force until the review is completed and Council has adopted any revisions.

Scope:

1. This policy applies to all Departments of the Township of Melancthon in the procurement of goods and services.
2. By-law 57-2004 and By-law 5-2014 are hereby repealed

Roles & Responsibilities:

The Council of the Township of Melancthon has ultimate authority for all expenditures. Council delegates this authority by the authorization of budgets or by specific resolution. The Treasurer cannot pay for any item that has not been authorized by Council through budget appropriation or specific resolution.

Resolutions approving budget amendments, capital expenditures or special appropriations shall reference the purpose of the expenditure, cost estimates or expenditure limitation, as well as the fund in which the appropriation has been provided.

The Department Heads shall be responsible for approval of accounts within the approved budget for their Department or any amendment to same as approved by Council. The Department Head may appoint a Purchasing Designate to exercise any or all responsibilities assigned to that Department Head by this Purchasing Policy. It is the Department Head's responsibility to notify the Treasurer in writing regarding the name of the Purchasing Designate.

This process may alternatively be delegated to the Township Engineer or Township Solicitor or any other agent of the Township.

Procedure:

Procurements below \$1,000

Value of procurement below \$1,000 excluding all applicable taxes may be delegated to any member of staff by a Department head.

Small Order Purchases

A Department Head is hereby authorized to make Small Order Purchases for goods or services under \$10,000 from such vendors and upon such terms and conditions, as the Department Head deems appropriate. The Department Head will attempt to obtain competitive prices.

Quotation Purchases (RFQ)

A Department Head is hereby authorized to make a Request for Quotation Purchase for

goods or services between \$10,000 and not more than \$50,000 from such vendor and upon such terms and conditions as the Department Head deems advisable, subject to first obtaining at least three (3) written quotations, whenever possible. Bid documents and specifications (as applicable) can be issued and received by e-mail and/or fax transmission at the originating Departments location.

Tender Purchases (RFT)

The Department Head shall not order goods or services exceeding \$50,000 without requesting and obtaining sealed tenders for the goods and services unless specifically authorized to do so by a resolution of Council for a particular transaction. Bids must have a submission label detailing the project name, bidder's name and address. All attempts must be made to obtain at least three (3) written tenders whenever possible.

All Tenders shall be advertised electronically on either the Municipal website or an integrated online portal for the public bid distribution for at least fifteen (15) calendar days preceding the closing date for tenders or for a longer period if required by trade agreement.

All addenda material will be posted at minimum 48 hours prior to bid closing. Tender closing may be extended to allow sufficient time for bidders to consider Addenda materials.

All Tenders shall include the provision "the lowest or any bid will not necessarily be accepted".

All tenders shall close on the date specified in the advertisement. Late or unsealed bids will not be accepted. Tenders shall be opened at a public tender opening immediately following the tender closing by the appropriate Department Head or Purchasing Designate, at least one (1) other staff member and any other person deemed necessary.

A record of the tendered prices will be noted together with the list of tenderers. Tenders will be referred to the appropriate Department Head for review.

A request for information may be required where there is doubt regarding a Company's ability to meet the terms of the tender. A bid may be deemed non-compliant if the bidder is unable to provide proof, to the satisfaction of the Department Head, that they are experienced and capable of meeting the terms of the tender.

Tender forms will set out the requirements for cash deposits, performance bonds and/or hold backs as security.

The acquisition of major equipment does not require tender deposits, performance or payment bonds.

Request for Proposals (RFP)

A Department Head may use a request for proposal in place of a Request for Tender when goods or services cannot be specifically stipulated or when alternative methods are being sought to perform certain functions or services. In the case of requests for proposals, Terms of Reference for the project, including information pertaining to the evaluation of the Request for Proposal, shall be issued to perspective applicants.

Emergency Purchases

There may be instances due to an emergency or due to a unique situation when the procurement policy cannot be used. A Department Head who has made an Emergency Purchase greater than \$20,000 shall present a report to Council at the meeting immediately following the Emergency Purchase.

Exceptions

Notwithstanding the above, adherence to this Procurement Policy is not required with respect to those items listed below, or to a transaction specifically authorized by resolution of Council to be exempt from this purchasing policy:

- Borrowing and investing of money
- Consulting fees with respect to employee matters
- Consulting services for a program where services (i.e. bridge inspection/evaluation) have been awarded to a consulting firm on an on-going basis, where clearly identified

in the budget.

- Damage claims
- Debenture payments
- Employee benefits
- Hiring of contract employees
- Insurance premium payments, claim settlements and adjuster services
- Legal fees and other professional services related to litigation or legal matters
- Licenses, including hardware and software licenses and maintenance contracts
- Memberships
- On-going services and contracts the Township has with various suppliers. Department Heads may recommend to Council that the service be continued, or that it be tendered or that quotations be obtained at the time of renewal. Examples include but are not limited to:
 - Audit Services
 - Engineers
 - Solicitors
 - Financial Services
 - Banking Services
 - Food Management Services
 - Pension Plan
 - Provision of Property and Liability Insurance
 - Provision of Health Care Benefits
 - Maintenance and Cleaning Contracts
 - Other Consultants or Contractors in a specialized area of expertise that a procurement process is not feasible
 - Other Municipal consultants in specialized area of expertise providing per diem services by formal or informal agreements and may have access to privileged or historical information
- Payroll deductions
- Reimbursement of employee and council expenses
- Rental, lease, purchase and sale of property, land or accommodation
- Replacement parts, where the original equipment manufacturer is the sole provider of that equipment
- Single source supply and if the single source supply is in excess of \$20,000, Council approval is required
- Supply and placement of road material throughout the Township in excess of \$50,000 when clearly identified in the budget.
- Training and education
- Utilities

Department Heads shall ensure that all unbudgeted capital projects are approved by Council and that any over expenditures greater than \$20,000 in a department's facility, program or capital budget will be reported to Council.

Council approval is not required if all the following conditions have been met:

- The total value of the quotation is less than the amount approved in the current year budget
- The contract is being awarded to the lowest bidder meeting the specifications

General Provisions:

A Department Head may request exemption from any or all of the purchasing methods outlined in this policy by submission of a request to the CAO and Council. Such exemption may be granted by resolution of Council.

No employee or elected official of the Township shall divide, stagger or alter any contract or purchase to avoid any requirements of this policy.

No employee or elected official of the Township shall purchase or offer to purchase on behalf of the Township any goods or services except in accordance with the policy.

The purchase of goods and services from firms located within the boundaries of the

Township shall be encouraged whenever possible, on the basis of all other selection criteria being equal.

Performance evaluations may be undertaken on suppliers and providers of service.

The CAO and Department Heads shall ensure that in all purchases, price and past performance shall be the prime selection criteria provided all specifications are met. Such specifications are to be generic or " as equivalent". All factors influencing the purchasing decision are to be included in the specifications.

Each Department Head or the Purchasing Designate shall ensure that, in respect of his or her department, all invoices and accounts from vendors shall be authorized, in accordance with this policy, prior to payment. Authorization in the form of signatures of the Department Head and staff denoting clerical accuracy, budgetary or specific resolution approval and indication that goods and services were received in good order must be in place. These required signatures are deemed to authorize payment.

Between the last regular meeting of Council in any year and the adoption of the budget for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Township that are required to maintain services. This shall include the payment of accounts or previously approved capital items and projects.

After the adoption of the budget, the Treasurer is authorized to pay the accounts approved by the appropriate Department Head and to pay contract accounts upon receipt of evidence of value received and which is approved by the appropriate Department Head.

The Township shall have the unfettered right to cancel any procurement process at any stage and shall not be obliged to accept any procurement offer, whether in a tender form or not. The Township shall have the unfettered right to recommence any procurement process.

No breach of the by-law shall give rise to any claim or action against the Township.

USMCA – Any procurement process used will be compliant with the USMCA protocols.

Co-Operative Purchasing

The Township may and is encouraged to participate with other municipalities, municipal agencies or public authorities in co-operative purchase ventures when the best interest of the Township will be served.

In the event that participation in a co-operative purchase venture does not comply with the Township's purchasing policy, Council shall authorize participation in the purchase venture.

Accessibility

The Township of Melancthon will comply with the requirements of the Ontario Human Rights Code, the *Accessibility for Ontarians with Disabilities Act, 2005* and its associated standards enacted through regulation when procuring facilities, goods and services, including self-serve kiosks.

The Township will incorporate accessibility features/consider accessibility for people with disabilities when designing, procuring or acquiring self-serve kiosks.

The Township will communicate with people with disabilities in ways that take into account their disability. The Township will provide information about our organization and its services, including public safety information, in accessible formats or with communication supports when requested.

The Township will meet internationally recognized Web Content Accessibility Guidelines (WCAG) 2.0 Level AA website requirements in accordance with Ontario's accessibility laws.

The Township will ensure that third parties who deal with members of the public on behalf of the Township are adequately trained. The Township may request training logs from contractors.

Occupational Health and Safety

Vendors who will be supplying a service to the Township must provide in their documentation a commitment to carry out the work, on or related to Municipal assets or property, in conformity with the Occupational Health and Safety Act and any other related applicable legislation and regulations.

Insurance and Workplace Safety and Insurance Board (WSIB)

All vendors who supply services to the Township of Melancthon shall, before the start of work, provide:

- Liability insurance coverage to indemnify the Township or local board from any damage claims arising from the contract.
- Certificate of Clearance from the Workplace Safety and Insurance Board along with their sealed tender forms.