



TOWNSHIP OF MELANCTHON

A G E N D A

Thursday, January 15, 2015 - 5:00 p.m.

1. **Call to Order**
2. **Announcements**
3. **Additions/Deletions/Approval of Agenda**
4. **Declaration of Pecuniary Interest and the General Nature Thereof**
5. **Approval of Draft Minutes - December 18, 2014**
6. **Business Arising from Minutes**
7. **Point of Privilege or Personal Privilege**
8. **Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
9. **Road Business**
 1. Accounts
 2. Township of Southgate Email regarding Boundary Roads
10. **County Council Update**
11. **Committee Reports**
12. **Correspondence**

*** Items for Information Purposes**

1. Email from Independent Electricity System Operator dated January 5, 2015, Re: Serving Ontario's Electricity Consumers
2. Letter from Ted Wieclawek, Ontario Fire Marshal and Chief, Emergency Management dated December 19, 2014, Re: Requirement to Retrofit Automatic Sprinklers in all vulnerable occupancies
3. Email from The Honourable James Moore, Industry Canada dated December 19, 2014, Re: Policy Changes in the 3500 MHz band
4. Letter from Jane Mitchell, Chair of the Grand River Conservation Authority dated December 12, 2014, Re: Congratulations with respect to your recent election to the Council of the Township of Melancthon
5. Email from Clive Ascher, Tobacco Enforcement Officer, Wellington Dufferin Guelph Public Health dated December 16, 2014, Re: Smoke Free Ontario Amendments Reg 48/06
6. Highlights of the NVCA Board of Directors Meetings No. 13/14 - December 12, 2014
7. Letter from Jane Ireland, Ministry of Natural Resources and Forestry dated November 19, 2014, Re: Minor Site Amendment Request - Licence #3512 Under the Aggregate Resources Act
8. Letter from Ted McMeekin, Minister of Municipal Affairs and Housing dated December 16, 2014, Re: Congratulations to Mayor White and Council Members on recent municipal elections
9. Letter from Bill Mauro, Minister of Natural Resources and Forestry dated December 15, 2014, Re: Congratulations on your election victory
10. Letter from Bob Chiarelli, Minister of Energy dated December 12, 2014, Re: Congratulations on your recent election victory and Ontario's 2013 Long-Term Energy Plan
11. AMO Communications - AMO's 2015 Pre-Budget Submission Outline

*** Items for Council Action**

1. Email from Dave Forbes, Georgian College dated December 17, 2014, Re: Community Seminar for Food Entrepreneurs - Sponsorship Request
2. Email from Raylene Martell, Municipal Clerk Southgate dated December 19, 2014, Re: Southgate Recreation Agreement
3. Dufferin County Building and By-law Site Report dated December 2, 2014, Re: Hill Machinery Sales
4. Report to Council from Denise Holmes dated January 8, 2015, Re: Source Water Protection Part IV Enforcement
5. Memo to Council from Denise Holmes dated January 9, 2015, Re: Shelburne Well # 7 Easement Agreement

***Items regarding Dufferin Wind Power Inc.**

1. Email from Rebecca Crump dated December 18, 2014, Re: Community Liaison Committee
2. Email from Gary Tomlinson, Ministry of the Environment and Climate Change dated January 6, 2015, Re: Dufferin Wind Power Utility Pole Sealing
3. Email from Rebecca Crump, Longyuan Canada Renewables Ltd. dated January 9, 2015, Re: Dufferin Wind Farm - Declaration of Commercial Operations

13. General Business

1. By-law to Authorize the Borrowing of Monies to meet the 2015 expenditures of the municipality until the taxes are collected
2. 2015 Interim Tax Billing By-law
3. Accounts
4. Applications to Permit
6. New/Other Business/Additions
 1. Draft Township Spring/Summer Newsletter
 2. Appointment of one Public Member to the Roads Sub-Committee
 3. By-law Enforcement - Discussion & Direction
 4. Beaver Program - Discussion & Direction
 5. 2015 Municipal Policing Billing Statement - OPP - calculation includes wind turbines - Discussion & Direction
 6. Mayor White - 4th Line OS Transmission Poles - DWPI
 7. DWPI - Tree Replacement Program - Discussion & Direction for placement of trees (i.e. - landfill, Municipal Right-of-ways, etc.)
7. Unfinished Business
 1. ROMA/OGRA Delegations - *Deadline January 16, 2015*
 2. Grand River Conservation Authority Representative
 3. Risk Management Officer - SWP
 4. Establishment of Fire Sub-Committee

14. Delegations

1. 5:30 p.m. - Mulmur Township Representatives regarding the Mulmur-Melancthon Recreation Agreement and the Mulmur-Melancthon Townline Agreement

15. Closed Session

1. Draft Minutes - November 20, 2014
2. Personal Matters about an identifiable individual, including municipal or local board employees - Section 239(2)(b) - Report from Treasurer regarding eligible properties for Tax Arrears Registration under the Municipal Tax Sales Act, RSO, 1990.

16. Notice of Motion

17. Confirmation By-law

18. Adjournment and Date of Next Meeting - Thursday, February 5, 2015 - 5:00 p.m.

19. On Sites

20. Correspondence on File at the Clerk's Office

Denise Holmes

From: roads@melancthontownship.ca
Sent: January-06-15 9:34 AM
To: Denise Holmes
Subject: Fw: Boundary Roads
Attachments: 0728_001.pdf

Sent wirelessly from my BlackBerry device on the Bell network.
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

From: "Ellis,Jim" <JEllis@southgate.ca>
Date: Tue, 23 Dec 2014 13:52:55 +0000
To: roads@melancthontownship.ca<roads@melancthontownship.ca>
Subject: Boundary Roads

Good day Craig,

Please have a look at the attached map and see if there is any difference in what we have.
We are proposing as Phil was talking to you about Melancthon plowing Southgate Road 22, across from Melancthon Sideroad 220, which is 400 meters.
Let me know what you think and I can then talk to Denise about next steps.
Thanks
Jim

Jim Ellis, CRS I
Public Works Manager
jeellis@southgate.ca



Township of Southgate
185667 Grey Road 9
RR #1
Dundalk, ON N0C 1B0
1-888-560-6607 x 224
Fax 519-923-9262

From: TWP OF SOUTHGATE [<mailto:southgatecanon@xplornet.ca>]
Sent: December-23-14 8:19 AM
To: Ellis,Jim
Subject: Attached Image

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To: dholmes@melancthontownship.ca

[Remove](#) srs.bis6.us.blackberry.com from my allow list

From:
srs0lse7eu=bz=melancthontownship.ca=roads@srs.bis6.us.blackberry.com



Wendy Atkinson

From: Independent Electricity System Operator <customer.relations@ieso.ca>
Sent: January-05-15 3:18 PM
To: watkinson@melancthontownship.ca
Subject: Serving Ontario's Electricity Consumers

Click [here](#) if you are having trouble viewing this message.



Message from the President and CEO of the Independent Electricity System Operator

With the beginning of a new year, comes the opportunity for a new perspective on the path ahead. For us, this is especially true in 2015.

On January 1st, employees of the Independent Electricity System Operator and Ontario Power Authority came together to create a united organization combining the mandates of both. The new IESO will not only reliably operate the system in real time, it will put conservation first as we plan for and ensure a dependable, sustainable system well into the future.

This new organization will bring operational efficiencies, reduced costs, and will better align our development of contracts, conservation, markets and power system operations. Bringing together the strengths and expertise of the OPA and IESO will provide increased value for Ontario's consumers.

In the months preceding the merger, we've been working to ensure that this transition is as seamless as possible for stakeholders and communities. Our customers, contract holders, and market and program participants will continue to receive the highest levels of service. As a new combined entity, the IESO is better positioned to address a broad continuum of issues and needs in an integrated way.

This transition is ongoing. Work is well underway to bring together our collective efforts to provide superior customer service, information and analysis, all in support of a dynamic and efficient electricity sector. The end result? We will be better able to forecast and plan for the province's future electricity needs, drive conservation efforts, and co-ordinate market and resource development.

The merger deepens our role within the energy sector, allowing us to more effectively engage on key issues, listen to your concerns and develop solutions to address them. As we move forward with our new responsibilities, I hope to hear from you to learn your ideas about how the new IESO can better serve our province.

Bruce Campbell
President and CEO Independent Electricity System Operator

Read more about how the IESO will serve our customers, stakeholders, communities and partners:
http://www.ieso.ca/Documents/corp/IESO-Serving_Ontario's_Electricity_Consumers.pdf



You have received this message from the Independent Electricity System Operator (IESO). IESO is located at 120 Adelaide Street West, Suite 1600, Toronto, Ontario M5H 1T1. You may contact IESO by emailing us at customer.relations@ieso.ca or visiting us on our website at www.ieso.ca

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**Ministry of
Community Safety and
Correctional Services**

Office of the Fire Marshal
and Emergency Management

Forensic Services and
Coroner's Complex
25 Morton Shulman Avenue, 2nd Floor
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1218

**Ministry of
Municipal Affairs
and Housing**

Building and Development Branch

777 Bay St., 2nd Floor
Toronto ON M5G 2E5
Telephone: (416)585-6666
Fax: (416)585-7531
www.ontario.ca/buildingcode



**Ministère de la
Sécurité communautaire et
des Services correctionnels**

Bureau du commissaire des incendies et
de la gestion des situations d'urgence

Complexe des sciences
judiciaires et du coroner
25, avenue Morton Shulman, 2^e étage
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1218

**Ministère des
Affaires municipales
et du Logement**

Direction du bâtiment et de l'aménagement

777, rue Bay, 2^{ième} étage
Toronto ON M5G 2E5
Téléphone: (416)585-6666
Télécopieur: (416)585-7531
www.ontario.ca/buildingcode

December 19, 2014

Dear Chief Administrative Officer, Chief Building Official, and Fire Chief:

As of January 1, 2014, Ontario became the first province to require the retrofit of automatic sprinklers in all vulnerable occupancies, which include care occupancies, care and treatment occupancies and licensed retirement homes.

Mandatory sprinklers are just one of a comprehensive set of changes introduced by Ontario Regulation 150/13, which amended the Ontario Fire Code. There are a number of other building retrofits that are now required by the Fire Code in these occupancies.

The Fire Code provides requirements for upgrading existing buildings through retrofit to ensure a common minimum level of life safety. Due to the complexities often entailed in installing these systems in existing buildings, retrofit requirements are generally less stringent as those required by the Building Code for new construction.

Some of these retrofit requirements set out in the Fire Code are material alterations to a building and therefore will require a building permit under the *Building Code Act, 1992* ("BCA"). As you know, building permits are generally required to be issued under the authority of the BCA unless the proposed construction contravenes the BCA, the Building Code or other applicable law. To address the issuance of building permits for construction required to meet Fire Code retrofit requirements, the *Fire Protection and Prevention Act, 1997* ("FPPA") provides the following direction:

22.(2) If repairs, alterations or installations are carried out in compliance with an order made under subsection 21(1) or for the purposes of complying with the fire code, the repairs, alterations or installations shall be deemed not to contravene the building code established under the *Building Code Act, 1992*.

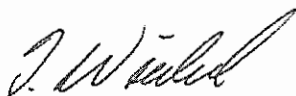
Chief Building Officials and building department staff unfamiliar with the FPPA and the Fire Code may not be aware of this provision. It is significant as it provides that construction carried out to comply with either orders made under the FPPA or with the Fire Code are not required to comply with the Building Code (but rather must comply with the FPPA order or Fire Code).

It is anticipated that building permit applications for work being undertaken to achieve Fire Code compliance will increase over the next several years as owners/operators of vulnerable occupancies work towards meeting Fire Code requirements. As such, Chief Building Officials are encouraged to dialogue with Chief Fire Officials to develop internal policies regarding administration of plan review and inspections for permit applications for construction to comply with either FPPA orders or to achieve Fire Code compliance. Additional information on this matter is outlined in a recent article published in the OBOA Journal ([edition 103, September 2014](#)).

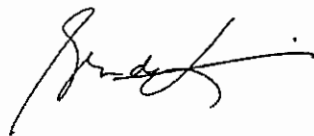
Ontario will continue to support municipalities, local fire services, facility owners and operators by providing advice and assistance, training and ongoing communication about upcoming deadlines to ensure all care occupancies, care and treatment occupancies and licensed retirement homes are in compliance with the building retrofit provisions in the Fire Code. To learn more about the work that has been accomplished to date, visit the OFMEM website portal for [Care Occupancies, Care and Treatment Occupancies and Retirement Homes](#) or contact the Office of the Ontario Fire Marshal and Emergency Management at 647-329-1100.

We all have a role to play in keeping vulnerable Ontarians fire safe.

Sincerely,



Tadeusz (Ted) Wieclawek
Ontario Fire Marshal and
Chief, Emergency Management



Brenda Lewis
Director
Building and Development Branch

Denise Holmes

From: CorrespondenceMinister@ic.gc.ca
Sent: December-19-14 3:36 PM
To: dholmes@melanctontownship.ca
Subject: Industry Canada
Attachments: ISPs_Press_Release_bilingual.pdf; Xplornet - December 2014 XCI Statement.pdf

Dear Mr. Mayor:

I appreciate the time you took to provide me with advice on the consultation that was launched on August 19, 2014, with respect to policy changes in the 3500 MHz band.

The decision paper has now been published and can be read [online](#).

With this decision, and consistent with my statement of October 9, 2014, our government will not take spectrum licences away from anyone who is providing Internet service to rural Canadians. Furthermore, the final decision does not reclassify rural licence areas, and it will ensure that spectrum is available for rural Canadians in the future.

This decision provides a path for mobile use in the 3500 MHz band while maintaining existing fixed wireless Internet services in all communities.

This approach will ensure existing services using this band continue to be available to Canadians while implementing a fast-track licensing process for spectrum that becomes available to allow even further services to be provided. Please find public statements from Xplornet and a group representing the 10 largest rural Internet service providers attached to this letter.

I trust that this information is helpful. Please accept my best wishes.

Sincerely,

The Honourable James Moore, P.C., M.P.

Attachments

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To: dholmes@melanctontownship.ca
From: correspondenceminister@ic.gc.ca

Message Score: 1
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Medium (75): Pass
Low (90): Pass

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**RURAL HIGH-SPEED INTERNET PROVIDERS RELEASE JOINT STATEMENT IN
RESPONSE TO INDUSTRY CANADA ANNOUNCEMENT REGARDING 3500 MHz
SPECTRUM ALLOCATION**

FOR IMMEDIATE RELEASE

DECEMBER 18, 2014

The following is a statement issued by Canada's rural high-speed internet providers, including:

- ABC Communications
- CCI Wireless
- Chatham Internet
- I-NetLink Wireless
- My High Speed Network Inc.
- NetSet Communications
- RhiCom Networks Inc.
- Sogetel Inc.
- Xplornet Communications Inc.
- YourLink Inc.

Today Canada's rural wireless Internet service providers (ISPs) applauded Industry Minister James Moore for his consultative approach on rural broadband policy. The new consultation paper released today has emphasized the importance of sustainable Fixed Wireless Access (FWA) to rural Internet in Canada.

This follows Minister Moore's assurance to the House of Commons that "Under no circumstances will our government take spectrum licenses away from any local Internet service provider that is providing Internet service to rural Canadians".

The approach taken facilitates the introduction of mobile services in 3500 MHz band as well as ensuring rural wireless ISPs will have the ability to provide services to rural Canadians for decades to come. This allows Industry Canada to balance the needs of industry participants in order to best serve Canadians.

Media Contact: Graham Fleet
(403) 771-4713



XPLORNET RESPONDS TO INDUSTRY CANADA ANNOUNCEMENT REGARDING 3500 MHz SPECTRUM ALLOCATION

FOR IMMEDIATE RELEASE

December 18, 2014

The following is a statement issued by Xplornet Communications Inc. – Canada's leading provider of rural broadband services - in response to Industry Canada's announcement today of a new approach to the 3500 MHz spectrum band planning, and changes to previous proposals for allocation of the 3500 MHz spectrum in rural and urban Canada. Quotes in the statement can be attributed to Mr. Allison Lenehan, President of Xplornet Communications Inc.

"As a Canadian rural broadband provider, Xplornet is pleased and relieved at the news that Industry Canada and Minister Moore have made significant changes to the previously proposed 3500 MHz spectrum policy. In adopting the announced approach, the Minister has demonstrated that he understands the critical importance of 3500 MHz spectrum to the provision of fast and affordable high-speed internet to rural Canadians from coast to coast. The Minister has taken a balanced approach that does no harm to the tremendous gains that have been made in the past few years to improve Internet access for rural Canadians and reaffirms his commitment that '[u]nder no circumstances will our government take spectrum licences away from any local Internet service provider that is providing Internet service to rural Canadians'. The Minister has also held true to the important principle of "use it or lose it" that insures spectrum is being put to use for the benefit of all Canadians.

The 3500 MHz consultation process worked. Industry Canada and the Minister have been responsive to the needs of rural Canadians. By undertaking a comprehensive band-plan review, there will be a proper assessment of the current and future spectrum needed to continue providing Internet services to Canadians in rural areas. Rural broadband providers look forward to being part of that process."

About Xplornet Communications Inc.

Xplornet Communications Inc. is Canada's largest rural broadband service provider. We believe everyone should have access to the transformative benefits of broadband Internet, so we make our service available everywhere in Canada, including the hard to reach places. We overcome the challenges of Canada's vast geography through our deployment of our LTE and 4G network, which leverages our hybrid technology network of fixed-wireless towers on the ground and next-generation satellites in space. Our customers live in towns, villages, just outside of major urban centres and in the farthest reaches of the country. Through our coast-to-coast network of local dealers and professional installers we connect our customers to all that the Internet has to offer. Xplornet connects you to what matters.

For more information, please visit www.xplornet.com, or chat with us on Facebook and on Twitter.

MEDIA CONTACT:

Morten Paulsen

403.399.3377

morten@paulsengroup.ca



400 Clyde Road, P.O. Box 729, Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 866-900-4722 www.grandriver.ca



December 12, 2014

His Worship Darren White
Council Members
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 2E6

Dear Mayor White and Councillors:

On behalf of the members of Grand River Conservation Authority please accept our congratulations with respect to your recent election to the Council of the Township of Melancthon.

We look forward to working with you and your colleagues to ensure that the Grand River watershed continues to provide a healthy and sustainable environment in which to live, work and play.

Sincerely

A handwritten signature in black ink that reads "Jane Mitchell".

Jane Mitchell
Chair
Grand River Conservation Authority

4

JAN 15 2015

Wendy Atkinson

From: Clive Ascher <Clive.Ascher@wdgpublichealth.ca>
Sent: December-16-14 9:53 AM
To: info@mulmurtownship.ca; info@melancthontownship.ca; doug.godfrey@guelph.ca; assistant@shelburne.ca; mono@townofmono.com; township@amaranth-eastgary.ca; mail@townofgrandvalley.ca; township@wellington-north.com; peg@town.minto.ca; info@orangeville.ca; bmcroberts@mapleton.ca; info@erin.ca; general@get.on.ca; admin@puslinch.ca
Cc: Shawn Zentner; Randy Hoy; Sam Stevenson
Subject: Smoke Free Ontario amendments Reg 48/06

Good Morning,

As you may be aware, significant amendments to the Smoke Free Ontario Act are coming into law effective January 1st 2015.

- 1: it will be illegal to smoke/hold lit tobacco within 20 metres of municipal or provincially owned children's playgrounds and sporting areas and on adjacent spectator areas; this includes play area, splash pads and pools, swings etc.
- 2: Smoking is prohibited on bar and restaurant patios, covered or uncovered. (seasonal outdoor seating area such as coffee shops, Subway etc. are considered a patio.)
- 3: It will be illegal to sell tobacco on university, college, school, private school including home day care.

Signage:

Sporting Areas: if access to a sporting area is permitted from all directions, 4 signs should be installed, one at each of the primary entrances, north south, east and west. If the area is fenced, a sign should be placed at each entrance.
Playgrounds: 2 signs placed in the direct vicinity of the playground.

Municipalities will be responsible for the erection of the required signs as soon as possible.
Signs will be delivered to each municipality by WDG public health, as soon as the signs are available.
The health unit will deal with restaurant and bar patios.

Please call us with any questions.

Clive Ascher ext. 4290 or Randy Hoy ext.4288
Tobacco Enforcement Officer
Wellington Dufferin Guelph Public Health
160, Chancellors Way
Guelph, ON, N1G OE1
519-822-2715 ext. 4290
1-800-265-7293 ext. 4290

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To: info@melancthontownship.ca
From: clive.ascher@wdgpublichealth.ca

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HIGHLIGHTS

of the NVCA BOARD OF DIRECTORS MEETINGS
No. 13/14 – December 12, 2014

Update on NVCA's role in protecting sources of drinking water in the watershed

The board of directors received a report from Ryan Post, NVCA's hydrogeologist and source water protection coordinator, summarizing his role as a risk management official (RMO) for municipalities within the Nottawasaga Valley Source Protection Area.

Under the *Clean Water Act, 2006*, municipalities were given powers to regulate activities that may pose the risk of contaminating drinking water sources. To date, six municipalities in the Nottawasaga Valley watershed have delegated this responsibility to NVCA: Collingwood, New Tecumseth, Mono, Shelburne, Essa and Mulmur. Five watershed municipalities are managing the program internally, two have delegated their responsibility to other conservation authorities/associations, and four are still considering their options.

NVCA staff are presently developing a work plan for the delivery of their RMO responsibilities to the municipalities that have delegated to the authority. Staff are also in discussions with Simcoe and Dufferin County municipalities to ensure that applications to the provincial Source Protection Municipal Implementation Fund are maximized through collaborative projects.



Chair Nina Bifulchi (left) and Vice-chair Gail Ardiel (right) congratulated Stephanie Durocher, NVCA's flood program coordinator, for completing the Young Conservation Professionals (YCP) Leadership Program.

Based out of the University of Guelph, the year-long personal and professional program helps prepare the next generation of conservation and environmental sector leaders.

Four new advisory committees set terms of reference

Following on a recommendation from the Service Delivery and Operational Review conducted earlier this year, the board of directors approved the terms of reference for four new advisory committees: human resources; planning and engineering; finance and administration; and lands, education and stewardship.

Members will serve on each of the committees for a two-year term. These committees, which will meet quarterly, will ensure that NVCA operates in a timely, effective, and efficient manner.

Board approves additional measures in response to the Service Delivery and Operational Review

The board also took action on several other recommendations from the Service Delivery and Operational Review, approving:

- the attendance of NVCA department heads at board meetings;
- a request that municipalities appoint members to the NVCA board for the full four-year term of council; and
- a board member education and training plan.

The board also authorized the NVCA's senior management team to provide a report in March 2015 on the implementation of a new performance management program for authority staff.

For more information:

D. Gayle Wood, Interim CAO, gwood@nvca.on.ca, 705-424-1479 ext. 225

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

Future meetings & events:

Dec 24 (noon) to Jan 5 – NVCA
administration office closed for holidays

Jan 3 – Christmas Bird Count for Kids
(Tiffin Centre, Utopia)

Jan 9 – NVCA Annual General Meeting &
Board of Directors Meeting (Tiffin
Centre, Utopia)

Feb 16 – Family Day Fun at the Tiffin
Centre (Utopia)



Ontario

November 19, 2014

Mr. Stephen May
CBM St. Mary's Cement Inc.
55 Industrial Street
Toronto, ON M4G 3W9

Dear Sir:

RE: Minor Site Plan Amendment Request – Licence # 3512
Under the Aggregate Resources Act
East ½ Lot 13 & Part of East 1/3 of Lot 14, Concession 3 O.S.
Township of Melancthon, County of Dufferin

Further to the site plan amendment request from Stephen May on behalf of CBM St. Mary's Cement Inc., please be advised that this Ministry grants approval under Section 16(2) of the Aggregate Resources Act to proceed with the following minor site plan amendment:

Operational Plan

- Mining of Phase G3 through the common boundary with the adjacent operator is to be allowed prior to the completion of phases G1 & G2 on this site. The direction of this mining will be from the southwest to the northeast. Final elevations along the common boundary will be matched and at least 1.5m above the water table.

Please affix the attached site plan note to your operational plan. The MNRF Guelph office will provide copies of the approved note to the lower and upper tier municipally for their records.

Should you require any further information concerning this matter please contact Diane Schwier, Aggregate Technical Specialist, at 519-826-4930.

Yours truly,

Jane Ireland
Regional Director
Southern Region

cc: Clerk, Township of Melancthon
Clerk, County of Dufferin

Mining of Phase G3 through the common boundary with the adjacent operator is to be allowed prior to the completion of phases G1 & G2 on this site. The direction of this mining will be from the southwest to the northeast. Final elevations along the common boundary will be matched and at least 1.5m above the water table.

S. Richardson Dec 9/2014

**Ministry of
Municipal Affairs
and Housing**

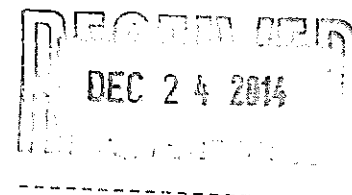
Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Télééc. 416-585-6470
www.ontario.ca/MAH



December 16, 2014

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

Dear Mayor White and Council:

Please accept my warm congratulations on your success in the recent municipal elections. I want to thank you for your decision to serve the public and I look forward to working with you in the years ahead.

I got my start in municipal politics, first as a member of the City of Hamilton council and then as mayor of the former Township of Flamborough. From this experience, I can truly appreciate the importance of municipal government as it is closest to the people and impacts their lives daily.

My priorities as Minister of Municipal Affairs and Housing are outlined in the mandate letter given to me by the Premier. In reviewing the mandate letter – <https://www.ontario.ca/government/2014-mandate-letter-municipal-affairs-and-housing> - you will see how important and ambitious our work together will be over the next 4 years. My personal commitment is to work with you to strengthen local communities while acknowledging their diverse needs. One of my top priorities is to address the critical issues related to housing and homelessness. I would like to work closely with you and others in the private sector to find new and creative solutions to meet the need for more affordable housing across the province.

The current fiscal environment means the government will have to make tough choices. I'm proud that the government has chosen to commit more resources to housing and homelessness, and to continue our commitment to the upload of municipal costs in accordance with the 2008 Provincial Municipal Fiscal Service Delivery Review (PMFSDR) agreement. As a result of the upload, municipalities will benefit from more than \$1.7 billion in reduced costs in 2015 alone.

.../2



JAN 15 2015

It is important to acknowledge that the removal of these costs off the property tax base benefits all local taxpayers including those residing in lower-tier and northern municipalities. We encourage upper and lower tier municipalities and northern District Social Service Administration Boards to engage in discussions to ensure that the savings resulting from the uploads benefit their shared taxpayers in the most effective way possible.

As a former mayor and councillor, I understand the important role that councils play in building communities. The Ministry has some information on its website, including the recently updated Municipal Councillor's Guide <http://www.mah.gov.on.ca/Page5030.aspx> that you may find useful to you and your colleagues. If you have further questions related to the Guide, you may contact one of the Ministry's regional offices listed on the website.

I am committed to building on the positive partnerships we value with municipalities in all parts of this province. My door is always open. Let's work together to keep the lines of communication open.

Once again congratulations and best wishes to you and to council for success over the coming four-year term.

Best regards,

A handwritten signature in black ink, appearing to read "Ted McMeekin". The signature is stylized with a large, sweeping initial "T" and "M".

Ted McMeekin
Minister

**Ministry of Natural
Resources and Forestry**

Office of the Minister

Room 6630, Whitney Block
99 Wellesley Street West
Toronto ON M7A 1W3
Tel: 416-314-2301
Fax: 416-314-2216

**Ministère des Richesses
naturelles et des Forêts**

Bureau du ministre

Édifice Whitney, bureau 6630
99, rue Wellesley Ouest
Toronto (Ontario) M7A 1W3
Tél.: 416-314-2301
Télééc.: 416-314-2216



December 15, 2014

Mayor Darren White
Township of Melancthon
157101 Highway 10
Melancthon ON L9V 2E6
dwhite@melancthontownship.ca

Dear Mayor White:

Congratulations on your election victory.

The Ministry of Natural Resources and Forestry (MNRF) has a variety of responsibilities including: forestry, aggregates, wetlands and Ontario Parks. Today, I am writing to you to talk about one of the mandates of MNRF — ensuring the sustainability of the province's wildlife population.

Ontario has a vast and diverse wildlife population. Seeing animals in the wild is a wonderful experience for many people. However, sometimes there are human-wildlife conflicts. I would like to provide you with information on how to manage these conflicts.

The ministry is committed to working with municipalities and landowners to prevent and reduce the number of human-wildlife conflicts. We do this by, among other things:

- providing information on dealing with specific species, such as coyotes or bears;
- assessing species populations and adjusting hunting numbers as necessary, for example reducing or increasing the number of deer tags issued;
- adjusting hunting seasons or limits; and
- providing advice and information to municipalities and landowners.

There are some best practices that we encourage landowners, including municipalities, to adopt to prevent and reduce conflicts. These include:

- putting out garbage the morning of pickup instead of the night before;
- not feeding wildlife;
- keeping pet food indoors; and
- putting up fencing.

Municipalities play a critical role in preventing and dealing with nuisance animals. In July 2013, our government made changes to the *Fish and Wildlife Conservation Act* to enable municipalities to compensate hunters or trappers for the removal of coyotes and other furbearing mammals (such as raccoons and skunks), without MNRF permission.

Municipalities also have the ability to:

- Pass bylaws that ensure homeowners properly secure their garbage and other wildlife attractants.
- Pass bylaws preventing the feeding of nuisance animals.

My ministry has posted information online to help landowners with nuisance wildlife. Please visit www.ontario.ca/livingwithwildlife. Listed on that page are links for preventing and responding to problems caused by specific wildlife species.

Local ministry staff can be contacted to provide advice, explain regulations and assist in whatever way they can. I encourage you to contact your local office in Midhurst at 705-725-7500.

Public safety remains a priority to the ministry. If a wild animal poses an immediate threat or danger to public safety — call 911.

I look forward to working together on matters of mutual concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Mauro". The signature is fluid and cursive, with the first name "Bill" being more prominent than the last name "Mauro".

Bill Mauro
Minister of Natural Resources and Forestry

Ministry of Energy

Office of the Minister

4th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel.: 416-327-6758
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4^e étage, édifice Hearst
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 327-6758
Téléc. : 416 327-6754



MC-2014-2459

December 12, 2014

His Worship Darren White
Mayor
157101 Highway 10
Melancthon ON L9V 2E6

Dear Mayor White,

Please accept my sincere congratulations on your recent election victory. I wish you much success in your role and I look forward to continuing a strong working relationship with your municipality on our shared priorities and interests.

The Ontario government is committed to building a cleaner energy system in a way that respects communities. The collective success of our municipalities is critical to the success of the province of Ontario. Municipalities have made it clear that they want a stronger voice and the government has taken steps to make that happen.

I would like to take this opportunity to provide you with an overview of the initiatives Ontario's government is taking to give municipalities more information and control around local energy planning.

Regional Planning

One of our highest priorities is continuing to implement Ontario's 2013 Long-Term Energy Plan (LTEP). The LTEP reflects the most comprehensive consultation and engagement process the Ministry of Energy has ever undertaken and balances five principles that will guide future decisions: cost-effectiveness, reliability, clean energy, community engagement, and an emphasis on conservation and demand management before building new generation.

Regional electricity planning and siting is a key feature of the LTEP. The cornerstone of regional electricity planning is an open exchange of information and engagement with municipalities, Aboriginal communities, stakeholders and members of the general public. In Ontario, this will include better community outreach, early and often, while providing local governments and communities a greater voice in the planning and siting of energy infrastructure.

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JAN 15 2015

Improvements to regional electricity planning processes will support implementation of the 2013 LTEP. As outlined in the LTEP, regional plans will promote the principle of Conservation First while also considering other cost-effective solutions such as supply, transmission and distribution investments.

Changes introduced by the Ontario Energy Board (OEB) in 2013 formalized the regional planning process by ensuring that transmitters, distributors, the Ontario Power Authority (OPA) and the Independent Electricity Systems Operator (IESO) work closely to identify solutions for regional electricity needs and encourage greater municipal involvement and public participation.

To make sure their voices are heard, municipalities will be asked to actively participate in electricity planning and siting activities. There are 21 electricity regions in Ontario (see the IESO's Planning Regions map at www.ieso.ca/ontarioenergymap/default.htm), each of which will be assessed every five years, or sooner if needed. Planning is already underway in nine of the 21 regions and planning in the remaining 12 regions will begin over the next few years. This is your opportunity to work directly with the OPA, key electricity stakeholders and the public to contribute to planning and identify the right solutions for your communities.

I encourage you to visit the OPA website at www.powerauthority.on.ca/power-planning/regional-planning to learn more about current and upcoming regional planning processes.

Large Renewable Procurement

In June 2013, I directed the OPA to replace the Large Feed-in Tariff (FIT) program with a new competitive procurement process to allow for the consideration of future contract awards for cost-efficient and well-supported projects. I asked the OPA to work with municipalities and Aboriginal communities to help identify appropriate siting requirements for renewable energy projects.

The new Large Renewable Procurement (LRP) process will provide municipalities with a stronger voice going forward and additional opportunities to participate in the development of renewable energy projects. The process includes an initial Request for Qualifications (RFQ) to qualify applicants, followed by a Request for Proposals (RFP) to evaluate projects, which can only be proposed by qualified applicants.

We remain committed that this LRP will require developers to take into account local needs and considerations before contracts are offered. Engagement activities in LRP are intended to initiate early relationship-building between developers and municipalities, and provide an early opportunity for municipalities to advise of local needs and considerations to inform project design.

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As part of the OPA's extensive outreach activities to inform the development of the LRP, it developed preliminary sets of RFQ stage evaluation criteria and possible RFP stage components. These and other related materials were discussed with a wide variety of stakeholders and communities since August 2013. Outreach activities remain an important element of our work.

The OPA has completed the RFQ stage of the LRP, which qualified applicants based on their ability to meet a set of mandatory requirements focused on past development experience and financial capability. Only qualified applicants will be eligible to participate in the upcoming RFP. The qualified applicant list is available on the OPA website at www.powerauthority.on.ca/sites/default/files/page/LRP-I-RFQ-Qualified-Applicant-List.pdf.

On November 17, 2014, the OPA posted the draft RFP and contract for public review and comment on their website until December 19, 2014. Engagement is central to the draft RFP: municipal and community engagement are proposed as mandatory requirements, with additional rated criteria available to developers that further engage and receive municipal council support and/or municipal benefit agreements for a proposed project. For latest updates on the LRP program, please visit the OPA's website at www.powerauthority.on.ca/large-renewable-procurement.

The government is committed to achieving its renewable energy targets, while ensuring that municipalities have a stronger voice in future renewable energy development. Proponents interested in developing a project under the LRP will be engaging with municipalities to take local needs and considerations into account.

For projects that are currently under development, the Ministry of the Environment and Climate Change's Renewable Energy Approval process requires developers to ensure multiple opportunities for local communities to provide input during the planning and approvals process for wind, solar and bioenergy projects. A minimum of two public meetings must be held about these proposed projects. The Class Environmental Assessment for Waterpower Projects allows proponents to assess the potential effects to the environment using best available information in order to make an informed decision about how or whether a project should proceed. This process also includes opportunities for community and municipal input.

Municipal Energy Plans

In the 2013 LTEP, the province committed to putting conservation first. Putting conservation first means ensuring conservation is the first resource considered before building new generation and transmission facilities, wherever cost-effective. Conservation is the cleanest and cheapest energy resource and it offers consumers a way to reduce their energy bills.

.../cont'd

To continue our efforts to put conservation first, our government is supporting local community energy planning and engaging municipalities through the Municipal Energy Plan (MEP) program.

Launched in 2013, the MEP program supports municipalities' efforts to better understand their local energy needs, develop plans to meet their goals, and identify opportunities for energy efficiency and clean energy. MEPs will help municipalities:

- assess the broader community's energy use and greenhouse gas (GHG) emissions;
- identify opportunities to conserve, improve energy efficiency and reduce GHG emissions;
- consider impact of future growth and options for local clean energy generation; and
- support local economic development.

This past summer, I announced that Ontario would begin accepting MEP applications on an ongoing basis for two funding streams:

- Development of a New Municipal Energy Plan: Successful applicants will receive 50 per cent of eligible costs, up to a maximum of \$90,000.
- Enhancement of an Existing Energy Plan: Successful applicants will receive 50 per cent of eligible costs, up to a maximum of \$25,000.

I encourage municipalities to apply to the MEP Program. You can review the program guidelines and application form at www.energy.gov.on.ca/en/municipal-energy/. You can also get answers to any questions you might have by email at MEP@ontario.ca.

Broader Public Sector Energy Reporting and Conservation and Demand Management Planning

A regulation (www.elaws.gov.on.ca/html/source/regs/english/2011/elaws_src_regs_r11397_e.htm) came into force January 1, 2012 that requires broader public sector (BPS) organizations, such as municipalities, to report on the energy consumed and greenhouse gas emissions in their facilities on an annual basis starting July 1, 2013 and to develop a five-year energy conservation and demand management plan (CDM) for their facilities starting July 1, 2014.

Under the regulation, broader public sector organizations must make their annual energy reports and five-year energy CDM plans publically available on their websites and in hard copy. Public agencies will need to post five-year energy CDM plans starting in 2014. Plans must be updated every five years beginning in 2019.

In 2014, 90.5 per cent of municipalities reported their annual energy use and 77 per cent indicated they have developed a five-year CDM plan. This compares to 93 per cent of all broader public sector organizations submitting their annual energy report and 82 per cent indicating they have developed a conservation and demand management plan.

.../cont'd

The Ministry of Energy is currently consulting on proposed amendments to the regulation. These proposed changes are intended to simplify the reporting process for BPS organizations, improve the quality of the data being submitted and ensure continued reporting. The Ministry posted a plain language description of the proposed changes on the Environmental Registry on November 26, 2014 for a 45 day public comment period. The Environmental Registry can be found at www.ebr.gov.on.ca/. The comment period will end on January 10, 2015.

I encourage you as head of council to ensure your municipality meets the requirements of this regulation. In addition to helping municipalities manage their electricity use and costs, energy reporting and conservation plans will also inform the Ontario government about energy use in the broader public sector and help Ontario to develop and enhance policies and programs in the future.

The Ministry of Energy has made the energy consumption data submitted by broader public sector organizations in 2013 publicly available on Ontario's Open Data website at www.ontario.ca/government/government-ontario-open-data.

Energy East

On October 30, 2014, TransCanada PipeLines Limited filed its application with the National Energy Board (NEB) to develop its proposed Energy East pipeline, which would carry Alberta crude oil across Ontario into Québec and onward to New Brunswick.

The project would have a total length of approximately 4,500 kilometres, with about 2,060 kilometres of natural gas pipeline converted to oil service and an additional 104 kilometres of new build oil pipeline in Ontario. As currently proposed, the project involves converting, from natural gas to oil service, the portion of the TransCanada Mainline that runs across the prairies and Northern Ontario to North Bay and on to Cornwall. In addition, there would be new oil pipeline construction in Alberta, Ontario (east of Cornwall), Québec and New Brunswick.

The NEB is currently reviewing TransCanada's application to determine the completeness of the filing. The NEB expects to complete its review no later than the second quarter of 2015, at which point it will issue a Hearing Order. The Hearing Order will detail the NEB's regulatory process and timelines. The NEB will then have 15 months to complete the hearing and provide its recommendations to the Federal Cabinet which will have three months to review and make the final determination. The people of Ontario have important interests at stake in the proposed Energy East project and the province intends to intervene in the NEB's regulatory process.

Given the significance of TransCanada's proposal and to ensure Ontarians have the opportunity to express their views, I've asked the OEB to complete a report, and to engage with municipalities, First Nation and Métis communities, stakeholders and the public to ensure this project is safe for the people of our province, the environment, and beneficial for our economy.

.../cont'd


We initiated the OEB process to hear directly from communities. In addition, the technical experts engaged by the OEB will help inform Ontario's position on critical matters such as pipeline safety, environmental impacts, and impacts of Energy East on Ontario's natural gas consumers. The province's perspective on Energy East is that the reliability of Ontario's natural gas supply and ensuring the public safety of Ontarians are non-negotiable issues.

The second round of meetings with the same parties will proceed over a 2 week period beginning in mid-January 2015. The OEB provides regular updates on its website regarding community meetings. At this time, the expectation is that the OEB's final report on Energy East will be available in the late first quarter of 2015.

I believe that these initiatives and activities demonstrate the Ontario government's sincere desire to work with municipalities on energy issues. We have made important changes to increase the role of municipalities in the development of energy projects so that, together, we can fulfill the vision of the 2013 LTEP.

Once again, please accept my congratulations and best wishes for a successful term of office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli". The signature is fluid and cursive, with the first name "Bob" and last name "Chiarelli" clearly distinguishable.

Bob Chiarelli
Minister

From: AMO Communications <communicate@amo.on.ca>
Sent: January-06-15 4:28 PM
To: watkinson@melancthontownship.ca
Subject: AMO Breaking News - 2015 Pre-Budget Submission Outline

January 6, 2015

AMO's 2015 Pre-Budget Submission Outline

The Ontario Legislature's Standing Committee on Finance and Economic Affairs will be meeting to conduct Pre-Budget consultations in late January. AMO has asked to make an oral presentation to the Committee in addition to making a written submission. Any municipality wishing to make written submissions has until **5:00 p.m. on Friday, January 30, 2015** to write to the Clerk of the Committee. Contact details are below. AMO is also expecting to meet with the Minister of Finance and other key Ministers on our budget advice.

Below is a general outline of AMO's 2015 Pre-Budget Submission.

Context and General Themes:

- Provincial and municipal governments share an interest in long-term financial sustainability.
- The Province is focused on reducing its deficit and expects all sectors to be a part of its resolution (e.g. health, education, municipal). Municipalities understand the concerns with the provincial deficit and debt and related ancillary impacts.
- Sustainability for municipal governments will not happen if the Province decides to move costs to the local level in the short or long term, either deliberately or by avoidance. Local pressure builds when the Province stops programs that the public needs or have become the norm over time.
- Municipalities are united with the provincial government on seeking additional assistance from the federal government for municipal infrastructure and housing.
- Healthy municipal governments and local economies are essential to a healthy Ontario economy. Efforts to build prosperity at a local level start with a stable property assessment and property taxation system and their integrity needs to be reinforced.
- There are plenty of opportunities for the Province to assist municipal governments in critical areas at no cost to the provincial treasury.

We must begin to look forward and consider what the future looks like for Ontario communities. A healthy future for municipal governments in this province will include among other matters, the following:

1. **The Province, in concert with municipal government, undertaking a cumulative impact analysis of municipal fiscal health.** We need to answer these questions: what provincial actions have affected the budgets of municipal governments, which parts of the sector are most affected, how will any negative impacts be mitigated? The upload of some provincial programs has been helpful to some parts of the province but others have had greater challenges in adjusting to decrease in the OMPF, including the accelerated OMPF reductions for 2015. At the same time, many municipalities are dealing with significant reductions in assessment for specific industrial property types and land uses.
2. **Streamline responsibilities between the municipal and provincial orders of government with clearer and simpler lines of accountability.** One of the matters that the Drummond Report highlighted was the amount of provincial oversight and municipal reporting that is required but often not usefully analysed. One municipality tallied the reports it provides to the Province on a yearly basis. It submits the following to provincial ministries: 96 monthly reports, 100 quarterly reports, 6 semi-annual reports and 68 annual reports. This is a subtotal of 270 reports annually, plus an additional 16 audited statements, plus the annual Financial Information Return. The total tally: 287 reports. That's more than one for every single workday in the year. From AMO's perspective, there is plenty of room to simplify reporting requirements while maintaining accountability and improving the coordination of these activities in a streamlined way.

Aligning responsibilities with resources is a key accountability consideration which should be reviewed. Too often municipal governments are footing the bill yet lack the levers to control cost. How do we bring greater cost containment to local bodies, consistent with provincial and local fiscal frameworks? This is a question without an immediate answer.

3. **Action is needed on police and emergency service costs.** The Province needs to modernize the standards and the delivery of these services. This includes the legislative framework and labour relations. The annual salary increases for police officers and fire fighters are roughly three times the rate of inflation. This is not sustainable. Police officer and fire fighters do important work and are well compensated; but these ever-increasing costs are challenging municipalities to be able to provide for the full range of programs and services that keep a community safe. In addition, AMO is advocating for legislative changes that would end union interference in the off-duty volunteer firefighting activities of Ontario's firefighters.
4. **Infrastructure and housing investment is a top municipal priority.** The permanent \$100 million Ontario Community Infrastructure Fund is a welcome addition to help support critical infrastructure in Ontario's smaller communities. Over time, AMO expects that the government will honour its commitment to increase funding and move to a full formula allocation. Larger municipalities are also expecting funding from the Provincial-Territorial Infrastructure component of the Building Canada Fund. AMO is urging an open process for municipal applications for these dollars.

The provincial and federal governments have renewed the Investment in Affordable Housing agreement for a further five years. While this is welcome, the short-term, time-limited nature of provincial and federal funding makes it difficult for municipalities to develop and implement long-term housing plans. Permanent and enhanced funding programs for housing are greatly needed.

Generally, we have known since the mid-2000s that infrastructure needs are greater than the available funds. We expect the infrastructure gap will be even greater when all the municipal asset management plans are completed. We will need to work on a much more involved and predictable infrastructure funding and financing approach. This is an essential part of sustaining economic prosperity for Ontario and its municipal governments.

5. **Improve the rule of law and its administration; pass Bill 31, the *Highway Traffic Statute Law Amendment Act*.** This would greatly help municipalities by putting more teeth into enforcement and the collection of unpaid fines administered under the *Provincial Offences Act*.
6. **Make changes that cost the Province nothing, but would help municipal governments manage their costs.** Changes to interest arbitration and joint and several liability reform are two obvious examples. When arbitrators make decisions, they need to focus on the community itself and the negotiated agreements that other municipal staff in that community have negotiated. What they shouldn't focus on is a settlement from an emergency service 1,000 kilometres away. The time has come to resolve this long standing challenge. On joint and several liability, the government recently backed away from minor reforms. This approach needs to be reconsidered - municipal governments cannot afford to be the insurer of last resort or to assume the responsibility of others' mistakes.
7. **Growth must pay for growth.** On Development Charges, artificial discounts for transit, etc. and exclusions (e.g. hospitals) need to end. Municipal governments are looking to see progress in this area.

Municipal governments wishing to make a submission are encouraged to reinforce these themes with specific local examples. Pre-budget submissions can be directed to:

Katch Koch
 Clerk, Standing Committee on Finance and Economic Affairs
 Room 1405, Whitney Block
 Queen's Park, Toronto, ON M7A 1A2
 E-mail: kkoch@ola.org

AMO Contact: Matthew Wilson, Senior Advisor, e-mail: mwilson@amo.on.ca, 416-971-9856 Ext. 323.

PLEASE NOTE: AMO Breaking News will be broadcast to the member municipality’s council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

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Denise Holmes

From: Dave Forbes <Dave.Forbes@GeorgianCollege.ca>
Sent: December-17-14 3:12 PM
To: 'dwhite@melancthontownship.ca'
Cc: 'dholmes@melancthontownship.ca'
Subject: Community Seminar for Food Entrepreneurs - Sponsorship Request
Attachments: Sponsorship Request _ Melancthon.docx; FoodEntrepreneurship_flyerScreen_Nov30.pdf

Dear Mayor White and Council,

The Orangeville campus of Georgian College, in partnership with local municipalities and economic development partners in Dufferin County and the Town of Caledon is hosting **Food Entrepreneurs: Preserving our heritage; creating our future: a Community Seminar for Food Entrepreneurs**. A municipal sponsorship to support this event will ensure **Food Entrepreneurs** achieves the excellent results we anticipate.

A sponsorship request and details of the conference are appended to this letter. Thank you for being a part of this energizing, developmental event. We look forward to your response.

Dave Forbes, Georgian College
On behalf of Community Seminar for Food Entrepreneurs Committee

Dave Forbes
Manager, Orangeville Campus
Georgian College | 22 Centennial Rd. | Orangeville ON | L9W 1P8
519.940.0331, ext. 5663 | GeorgianCollege.ca



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Building A Better Quality of Life



headwaters food
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18-12-2014

FOOD ENTREPRENEURS: Preserving our heritage; creating our future

SPONSORSHIP REQUEST

Date Dec 16, 2014



FOOD ENTREPRENEURS: Preserving our heritage; creating our future

SPONSORSHIP REQUEST

Date Dec 16, 2014

December 16, 2014

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

cc: Denise B. Holmes, CAO/Clerk

Dear Mayor White and Council,

**RE: Food Entrepreneurs: Preserving our heritage; creating our future:
Community Seminar for Food Entrepreneurs**

The Orangeville campus of Georgian College, in partnership with local municipalities and economic development partners in Dufferin County and the Town of Caledon is hosting **Food Entrepreneurs: Preserving our heritage; creating our future: a Community Seminar for Food Entrepreneurs**. This one-day event will take place on Wednesday, February 25, 2015 at the Monora Park Pavilion just north of Orangeville and will feature presentations by food experts and agri-food business development champions. Featured at the event, will be an exhibition of approximately 25 local food producers and processors who will showcase their locally made products, provide samples and be able to share their unique entrepreneurial stories with attendees.

Local, sustainable food has increasingly become a priority for consumers. The Food and Beverage Manufacturing sector in Ontario generated over \$39 billion in revenues in 2011. In response, municipalities and economic development organizations recognize the benefit of value-added agriculture and agri-product development as a strategic imperative for economic growth. **Food Entrepreneurs** will boost our agri-food sector by strengthening local food businesses and positively impacting economic development in our communities, and in our region.

How can you get involved?

A municipal sponsorship of \$500 to support this event will ensure **Food Entrepreneurs** achieves the excellent results we anticipate. Your logo will be displayed in all marketing material and on event literature recognizing your partnership in this endeavour. We will be highlighting all partners in our media releases and other promotional activities including a media event launching the initiative. Full participation by all municipalities will demonstrate commitment to the growing agri-food sector in Headwaters region.

Details of the conference are appended to this letter. Thank you for being a part of this energizing, developmental event. We look forward to your response.

Dave Forbes, Georgian College
On behalf of Community Seminar for Food Entrepreneurs Committee

Food Entrepreneurs: Preserving our heritage; creating our future

Community Seminar for Food Entrepreneurs

Summary

The Orangeville campus of Georgian College, in partnership with local municipalities and economic development partners in Dufferin County is hosting a community seminar for food entrepreneurs entitled **Food Entrepreneurs: Preserving our heritage; creating our future**. The one-day event will take place on Wednesday, February 25, 2015 at Monora Park Pavilion just north of Orangeville and will feature presentations by food experts and agri-food business development champions. It will also include an exhibition of local food producers who will showcase their products.

This event addresses the growing need for education and training in the area of food entrepreneurship development. Local, sustainable food has increasingly become a priority for consumers and, in response, municipalities recognize the benefit of value added agriculture/product development as a strategic imperative for economic growth.

The seminar capitalizes on these agricultural and economic development trends and will offer tools and resources so agri-food businesses can position themselves advantageously to meet new consumer demand. The seminar will build on the excellent work of the *Headwaters Food and Farming Alliance (HFFA)* and *Headwaters Communities in Action (HCIA)* which have held sessions to raise awareness of our local food systems and our region's capacity for food production. The seminar will deliver the next stage of training, focusing on what is needed to further develop Headwaters food economy and particularly what producers need to bring their food business to higher levels of productivity and profitability.

The training will take place through plenary and breakout sessions which will present successful, local food entrepreneurs, an expert panel of food business owners, special guest speakers and a lunch catered by a local chef. Participants (target 200) including aspiring artisan food producers will learn, from existing entrepreneurs and industry experts, how to cultivate a successful food business. The event is expected to stimulate the regional agri-food economy through the development of a more comprehensive food business support system that will include business/kitchen incubation, distribution tools, programming and mentoring.

Georgian College is working with the Orangeville & Area Small Business Enterprise Centre (SBEC), Headwaters Food & Farming Alliance (HFFA), Downtown Orangeville BIA, Headwaters Communities in Action (HCIA), Dufferin.Biz and regional economic development officers, all committing time and resources to ensure the seminar has a significant and lasting impact on the regional food economy. This was the experience of the first **Food Entrepreneurs** seminar held in February 2014 by Georgian College South Georgian Bay campus in Collingwood in partnership with the counties of Grey, Bruce and Simcoe, entrepreneur support agencies and The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). It targeted businesses in South Georgian Bay. The initial call for 50 participants immediately grew to 150 and the event was extremely well received with overwhelmingly positive evaluations. The network and

training opportunities were productive and worthwhile and several operations have reported an increase in capacity and sales. This kind of impact on the food business community is exactly what Dufferin County and the Town of Caledon need to propel its food economy to the next level and realize economic and tourism development as well as job creation.

The success of the event will be measured through formal surveys completed by the attendees that will capture information on the participants' ongoing support requirements and identify future opportunities to develop the regional agriculture community. Results will be shared with organizers and will help determine next steps and potential new programs that could support local food producers, processors and retailers. One avenue for development may be a partnership with Georgian College's Centre of Applied Research and Innovation to conduct some primary research to better understand the feasibility and viability of a food business incubator to support the region.

How can you get involved?

Organizers are seeking partnership support. This seminar for **Food Entrepreneurs** includes a strong economic development component and is expected to positively impact the business sector in each municipality by facilitating and strengthening value-added agriculture, processing and food retail entrepreneurship. As a region, we are working to create a robust food economy and this event promises to boost our agri-food sector and strengthen local food businesses. It will facilitate networking and connections all along the food value chain - growers/producers, manufacturers, retailers, tourism providers and support organizations.

A municipal sponsorship of \$1000 and smaller community/organizational sponsorship of \$500 will ensure this business community seminar achieves the results we anticipate. Your logo will be displayed in all marketing material and on event literature ensuring that your partnership in this endeavor is proudly promoted. We will also be highlighting the partners in our media releases and other promotional activities.

Details of the conference are appended to this letter. Thank you for being a part of this energizing, developmental event. We look forward to your response.

Dave Forbes, Georgian College
On behalf of Community Seminar for Food Entrepreneurs Committee

APPENDIX:

Food Entrepreneurs: Preserving our heritage; creating our future Community Seminar for Food Entrepreneurs

Primary contacts for event:

Dave Forbes Manager, Orangeville Campus Georgian College 22 Centennial Rd. Orangeville ON L9W 1P8 519.940.0331 ext. 5663 Dave.forbes@GeorgianCollege.ca	Evgeniya (Genny) Chopnikolova Campus Support Georgian College 22 Centennial Rd. Orangeville ON L9W 1P8 519.940.0331 ext. 5668 Evgeniya.Chopnikolova@GeorgianCollege.ca
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Event partners and advisors

- Dave Forbes, Manager, Georgian College Orangeville Campus
- Julia Poletto, Downtown Orangeville BIA
- Karen Hutchison, HCIA, HFFA
- Theresa Sauren, Dufferin.biz, HFFA
- Cassandra Engineer, Business Tourism & Culture Coordinator, Orangeville
- Ellen Sinclair, Coordinator, SBEC
- Barb Shopland, Special Projects, Georgian College

Event details

Date: Wednesday, February 25, 2015

Time: 9:30 a.m. – 4 p.m.

Location: Monora Park Pavilion

Expected audience (target 150 participant, 25 exhibitors, committee members, speakers) including local food entrepreneurs from Dufferin County, the Town of Caledon and neighbouring regions; pre-commercialization food start-ups; food incubator experts; farmers' market retailers; growers and producers; economic development officers; entrepreneur support services; municipal officials.

Marketing venues

- Radio spots
- Email blasts through partnership databases
- Electronic signage (Georgian College)
- Website links
- Social media
- Press release
- Community calendars
- Local food associations
- Innovation Guelph
- Federations of Agriculture
- Farm Fresh Association
- Ontario Culinary Tourism Alliance
- Food incubator network
- Chamber of Commerce – Dufferin.Biz, HFFA
- Chefs' associations
- Public Health
- Local entrepreneur network

Working AGENDA

Opening Ceremony (30 minutes):

Welcome

- VP Communications, Marketing and External Relations, Georgian College.
- Municipal Government representative
- OMAFRA

Breakout sessions: (60 minutes)

Panel A – Food Business Experts Presentations

- Representatives from The Toronto Food Business Incubator (TFBI) will present "starting a Food Business for Entrepreneurs". The topic includes the process and preparation one must consider when thinking about a food concept as well as discussion about food trends and food claims (healthy, dietary, gluten free, local, and organic). An OMAFRA representative will provide an overview of the food industry in Ontario and how local entrepreneurs can position themselves to make the most of their agriculturally based enterprise
- The "business of being a food entrepreneur" Business Development presentation

Q & A

Panel B – Food Business Success Stories Panel Discussion (60 minutes):

- 5-7 local food entrepreneurs will share their experiences and stories with the participants, share best practices, pitfalls to avoid, helpful guidance and tips for emerging food entrepreneurs.

Q & A

Lunch/Networking: (60 minutes)

Local chef will cater lunch featuring local food products from Headwaters. Culinary students will give support.

Afternoon breakout sessions (60 minutes) Panels switch

Food Entrepreneur Showcase:

20-25 local food producers will set up exhibits of their businesses/products in the upper room and will offer samples. Participants will have the opportunity at lunch and after the final panel to view the exhibits, sample and purchase products. The exhibitors will be encouraged to provide samples of their product to participants and also to have products available for sale. Exhibitors will receive an honorarium to compensate them for providing samples.

Entrepreneur support services and other food related organizations will also be on hand to answer questions, provide information and will be able to distribute information through a booth/trade show format.

FOOD ENTREPRENEURS: PRESERVING OUR HERITAGE; CREATING OUR FUTURE

This seminar will focus on helping local food and beverage entrepreneurs and aspiring artisan food producers understand how to cultivate a successful food business. The event will include a showcase of local food and beverage entrepreneurs who have launched a successful product or concept, an expert panel, an entrepreneur panel, special guest speakers, facilitated networking and a catered lunch.

WHEN

Wednesday, Feb. 25, 2015, 9:30 a.m. to 4 p.m.

WHERE

Monora Park Pavillion, Mono, ON

RSVP NOW

<http://foodentrepreneurshipheadwaters.eventbrite.ca>
or call 519.940.0331, ext. 1774

Admission is free
but space is
limited.

Follow us on Twitter at
#foodeheadwaters



*This exciting seminar
has been created by the
following partners:*



Orangeville Campus

Henry Bernick
Entrepreneurship Centre



Headwaters
Communities
in Action

Building A Better Quality of Life Together



headwaters food
& farming alliance



Economic Development/SBEC

Denise Holmes

From: Martell, Raylene <rmartell@southgate.ca>
Sent: December-19-14 3:24 PM
To: Denise Holmes
Subject: RE: Southgate Recreation Agreement

Hi Denise, our Council passed the following motion at our Council meeting on Wednesday:

Moved by Councillor Pallister, seconded by Councillor Woodbury;

Be it resolved that Council receive the memorandum regarding the Melancthon Recreation agreement; and

That Council agree to renew the Melancthon Recreation Agreement for an additional 1 year; and

That Council direct staff to commence a full review of the agreement in the fall of 2015. **Carried.** No. 618-14

Our Council would like the rec committee to review the agreement in 2015. I didn't get the feeling that they would like to continue for a longer term until the Rec Committee had a chance to weigh in.

Raylene Martell

Municipal Clerk, Southgate
☎ 519-923-2110 ext. 230



From: Denise Holmes [mailto:dholmes@melancthontownship.ca]
Sent: December 19, 2014 3:18 PM
To: Martell, Raylene
Cc: Milliner,Dave; Green,Kevin
Subject: RE: Southgate Recreation Agreement

Hi Raylene,

At the Council meeting held last night, the below email was discussed and it is the desire of this Council to enter into the same Agreement for another 4-year term.

Please let me know if your Council is agreeable to this.


Thank you.

Regards,

Denise Holmes



Denise B. Holmes, AMCT | CAO/Clerk | Township of Melancthon | dholmes@melancthontownship.ca | PH: 519-925-5525
ext 101 | FX: 519-925-1110 | www.melancthontownship.ca |

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

From: Martell, Raylene [<mailto:rmartell@southgate.ca>]

Sent: December-10-14 9:00 AM

To: Denise Holmes

Cc: Milliner,Dave; Green,Kevin

Subject: RE: Southgate Recreation Agreement

Good Morning Denise,

I spoke with Kevin Green, our Manager of Recreation on the Recreation agreement.

His recommendation would be to extend the agreement for a period of 1 year upon agreement from both Councils (as per section 8 of the agreement).

The reasoning for this is to allow both of our respective Councils more time to get acquainted in their new positions prior to re-evaluating the agreement.

If this is agreeable to you, I will work on getting a resolution to that effect for the file.

Kind regards,

Raylene Martell

Municipal Clerk, Southgate

☎ 519-923-2110 ext. 230



From: Denise Holmes [<mailto:dholmes@melanctontownship.ca>]

Sent: December 1, 2014 9:24 AM

To: Martell, Raylene

Cc: Milliner,Dave

Subject: Southgate Recreation Agreement

Hi Raylene,

I had in my calendar that the attached Agreement will expire on December 31, 2014, how do you wish to proceed with its renewal?


Thanks.

Regards,

Denise



Denise B. Holmes, AMCT | CAO/Clerk | Township of Melancton | dholmes@melanctontownship.ca | PH: 519-925-5525
ext 101 | FX: 519-925-1110 | www.melanctontownship.ca |

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To: dholmes@melanctontownship.ca

[Remove](#) this sender from my allow list



Eugene Lammerding
By-Law Enforcement Officer

BUILDING AND BY-LAW

Site Visit Report-Township of Melancthon

Dec 2/14

Owner: Hill Machinery Sales
276 Main St.
Horning's Mills

Property

Location: 276 Main St.
Horning's Mills
Lot 4 & 5, Plan 30A

Purpose: Machinery, welding and metal fabrication facility burnt to the ground June 30th, 2014. Investigate and report on progress of site remediation and clean-up as property continues to remain non-compliant to Township of Melancthon Property Standards By-Law (46-2001).

Investigation: Attended property Nov. 26, 2014 about 4:05-4:20 PM. Met Ms. Hill at house, identified myself, gave her my card and asked that Mr. Hill give me a call. I explained the purpose of my visit and that I would look around and take some pictures, to which she agreed.

The area to the south of the house is mostly hard surfaced by asphalt or concrete. There are 2 clear plastic covered structures approx 20X20(attached to RV) & 20X30, temporary for weather protection. Along the south side property line is an area about 30 ft wide running about 100 ft to the back of the property that's mostly covered in metal parts, machinery, and metal working equipment, rusted and fire damaged. Some of it looked to be parts, sorted and on skids. In the centre area of this behind a metal shear, there is a mixed pile of ash and debris. Behind the plastic structures are more skids with parts sorted. There was also more metal working machinery and scrap steel in this area. There also remains another pile metal roofing, ash and debris in the NW corner of this area. A bin on site was partly loaded with mostly roofing steel. Along the back (west PL) I also observed another small pile of ash and debris.

Further Action: Dec 1, 2014 about 9:10 AM, Mr. Hill returned my call. He explained to me that the wet fall and then ultimately the early snow have made things difficult for doing the clean-up of the mixed ash and debris. He further explained as his material is considered industrial in origin, it can't be simply scooped up and disposed of, it needs to be separated. The transfer station won't take the ash with metal in it and the scrap yard won't take the mixed metal with ash in it. He built a sifter but has difficulty when material is wet or frozen. In addition the ash gets tested every load for contaminants and is stored at his cost till the results come back.

Pg 1 of 3

| Cell: 519.938.7326
| E-mail: elammerding@dufferincounty.ca

COUNTY OF DUFFERIN

55 Zina Street, Orangeville, ON L9W 1E5 | 519.941.2362 | dufferincounty.ca

(3)

JAN 15 2015

Mr. Hill also claims that with the deteriorating working conditions, that it was increasingly difficult to keep employees motivated and working, and so he laid them off.

As to the heavier pieces of scrap metal, alot has been separated out and while it looks all the same (rusted and burnt), in Mr. Hill's mind it's more complicated than that, which has created some of the hesitancy in simply backing up the bin and loading it up.(In conjunction with the pictures this may make more sense as I report what Mr. Hill explained to me)

Metal fabrication equipment: ie-presses, benders, shears. For some of the larger pieces, while electrical and hydraulic components have been fire damaged, he believes the basic frames and heavier parts are intact and can either sold as what they are and reconditioned by him or the buyer into workable equipment again. With a view to getting more money out of it than scrap price. (Which for the really massive stuff gets discounted because it requires further breakdown before they'll take it)

Fabricated prototypes: ie-shredders, conveyors, processors. In addition to being a welding/ repair shop, Mr. Hill has found a bit of a niche in catering to the Hemp industry in terms of handling and processing equipment. The problem here is Mr. Hill is "old school" (not big on engineering and paper), the client or he himself figures out what the equipment is meant to do and then builds it from the ground up. Some of those pieces were successful and have repeat sales, some were uncompleted prototypes "one of's", it's not on paper and he needs these pieces around to measure off of rather than re-invent stuff.

Parts: ie-castings, rollers, sprockets, etc. Alot of these parts have been separated out and put on skids, They are heavy/solid in nature and he believes didn't suffer any real damage. Again with a view to getting the most money out of them, he's planning on building a "tumbler" to put them in and clean them up for resale and use.

I believe he is sincere in his desire to clean-up and rebuild. But unfortunately his lack of insurance and with that his limited financial resources has reduced the cleanup into a "pay as you go" scenario, in addition to hanging on to stuff to get as much out of what he's got. He continues to work out of another shop, fabricating, to make money. But the downside of that he has less time to spend on his place. Presently, Mr. Hill is not of a mind that he believes much more can be done at this time of the year to clean-up. He spoke of tarping the areas of ash that remain to reduce the snow and water getting into them.

In fairness to his circumstances, I think the materials talked about specifically above are valid and is worthy of some consideration. They are unsightly and make him non-compliant, but are relatively harmless.

Having said that, there are materials mixed in amongst those items, and in other areas around the property that in my opinion are simply scrap and the price per pound isn't going to "make or break". I also believe more roofing metal and scrap can be removed from what's left in the NW corner.

Mr. Hill reports that all of the ash and debris that has been disposed of to this point have tested clean. I think it would be reasonable to assume this would continue for what remains. But with consideration to the nature of the material, if it's not possible or realistic to get the rest off site before winter really settles in, than it should be atleast made secure and contained.

This report is for information only, decisions on how to proceed rest with Council and staff of Melancthon Township. I can write an Order to suit for whatever you want to push on specifically, or on all of it. At least with that it's on the books, and that step is out of the way if it becomes necessary to consider further legal action to resolve this matter in a timely manner.

Photographs were taken in support of this report.



11/26/2014 16:13



11/26/2014 16:12



11/26/2014 16:12



11/26/2014 16:11





11/26/2014 16:15





11/26/2014 16:14

HILL-ALEX MACHINERY
200 PARK ST. WILMINGTON
WILMINGTON, MA 01897
TEL: 508-653-1234
WWW.HILL-ALEX.COM

11/26/2014 16:18



The Corporation of

THE TOWNSHIP OF MELANCTHON

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

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

CORPORATION OF THE TOWNSHIP OF MELANCTHON

REPORT TO COUNCIL

TO: MAYOR WHITE AND MEMBERS OF COUNCIL

FROM: DENISE HOLMES, CAO/CLERK

SUBJECT: SOURCE WATER PROTECTION PART IV ENFORCEMENT

DATE: JANUARY 8, 2015

Recommendation

That Council direct the Mayor and CAO to enter into an Agreement with the Town of Shelburne regarding Source Protection Part IV Enforcement.

Purpose

The purpose of this Report is to provide information to Council regarding the Part IV requirements under the Clean Water Act relating to the services of a Risk Management Officer (RMO).

Background and Discussion

As a result of the Walkerton Tragedy, the Province of Ontario enacted the *Clean Water Act* in 2006. The Act can be found at the below link:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_06c22_e.htm#BK50

The Act speaks to the preparation, amendment and review of Source Protection Plans (among other things) which are currently in progress. Once the Source Protection Plans are approved, the municipality must implement them and appoint a Risk Management Officer (RMO) to enforce Part IV of the Act (Regulation of Drinking Water Threats).

Currently, Melancthon Township only has two small threat areas which are shown on the attached "Melancthon Well Head Protection Area" Map. The area shaded in yellow is the highest threat and therefore any development in this area would require the services of a Risk Management Officer to oversee and approve all documentation relating to any building permits, etc. The area near Dundalk (Southgate) is in the Grand River Conservation Authority and we have been informed that there are no Part IV policies in the GRCA which apply to Melancthon Township so therefore, there are no RMO responsibilities. The second area is adjacent to the Town of Shelburne boundary. This area is in the Nottawasaga Valley Conservation Authority and subject to RMO responsibilities. The Council for the Town of Shelburne has already entered into an Agreement to appoint Ryan Post of the NVCA as its RMO. The Township of Southgate has appointed Jim Ellis, Public Works Director as its RMO.

The Town of Shelburne is currently in the process of constructing Well # 7 in our Township on lands described as Part Lot 301, Concession 3 SW. A Staff meeting was held on Thursday, January 8, 2015 which I attended along with our Planner, Hydrogeologist, Representatives of the Town of Shelburne, Representatives of the Lake Erie Source Protection Region (LESPR) and Ryan Post of the NVCA. The attached Vulnerability Scoring Map for PW7 was received and reviewed. The Well Head Protection Area (shaded in red) is both within the GRCA and NVCA watersheds. Martin Keller, LESPR advised that they would be looking into whether or not there would be any RMO requirements for the GRCA portion, as currently there are none for Melancthon. In the NVCA area, there are RMO requirements, as noted above.

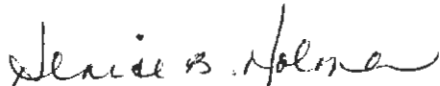
On August 14, 2014, Ryan Post, NVCA attended Council to have a preliminary discussion on NVCA's proposal to provide services for a Risk Management Officer under the Clean Water Act. He reviewed the proposal at that meeting but Council felt that it was premature to commit to this proposal when the plans have not been approved yet. Council then directed that I explore options with Shelburne and Southgate to partner with them (as the two protection areas related to those municipality's wells). As there are no requirements for an RMO for the GRCA area, I pursued the Town of Shelburne in working with them on delegation of authority. Both Shelburne and Melancthon retained the services of Steve Christie, Stutz, Brown and Self to prepare the Agreement and By-law which is attached in draft.

Please note that in the event that we find out that RMO requirements are required for the GRCA portion of Well # 7, we will re-visit this issue at that time.

Financial

There will be no financial impact to the signing of this Agreement as Section 6 of the Agreement states that Shelburne shall be responsible for the cost of the enforcement of Part IV of the Act as it pertains to those lands in the Township of Melancthon where enforcement is required due to the proximity to or as a result of the Town's Wells.

Respectfully Submitted,



Denise B. Holmes, AMCT
CAO/Clerk

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW 53-2014

**BEING A BY-LAW TO ENTER INTO A SOURCE PROTECTION PART IV
ENFORCEMENT TRANSFER AGREEMENT WITH THE TOWNSHIP OF
MELANCTHON**

WHEREAS The Corporation of the Town of Shelburne is constructing and will maintain a water supply well that is located in the Township of Melancthon on Part 1 of Lot 301, Concession 3, Southwest of the Toronto and Sydenham Road, Township of Melancthon, County of Dufferin (the "Well") to supply water to residents of the Town of Shelburne;

AND WHEREAS municipalities are responsible for the administration and enforcement of Part IV of the Clean Water Act, 2006 (the "Act") which responsibility may be delegated in accordance with the Act;

AND WHEREAS as a result of the Well's location in the Township of Melancthon, Melancthon is required to enforce Part IV of the Act over certain properties within its jurisdiction, notwithstanding that the Well will be supplying water only to the residents of the Town of Shelburne;

AND WHEREAS section 47(4) of the Act permits municipalities to enter into an agreement to transfer responsibility for the enforcement of Part IV of the Act to another municipality;

AND WHEREAS The Corporation of the Town of Shelburne has negotiated an agreement with The Corporation of the Township of Melancthon in which The Corporation of the Town of Shelburne accepts responsibility for inspection and enforcement services under Part IV of the Act for certain areas of within the Township of Melancthon and to further assume responsibility for the costs, expenses and fees relating to same (the "Agreement");

AND WHEREAS the Nottawasaga Valley Conservation Authority (the "NVCA") provides risk management plan services to Municipalities under Part IV of the Clean Water Act, 2006 ("the Act") and The Corporation of the Town of Shelburne has entered into an agreement with the NVCA to delegate its administration and enforcement responsibilities under Part IV of the Act to the NVCA;

AND WHEREAS The Corporation of the Town of Shelburne will delegate its authority in full to the NVCA, including those locations in the Township of Melancthon over which it is assuming responsibility under the Agreement;

**NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION
OF THE TOWN OF SHELBURNE:**

1. **THAT** The Corporation of the Town of Shelburne is authorized to enter into an agreement to accept responsibility for the enforcement of Part IV of the Clean Water Act, 2006, on behalf of The Corporation of the Township of Melancthon substantially in the form of the agreement attached hereto as Schedule "A".

2. **THAT** the Mayor and CAO/clerk are hereby authorized to execute all documents and take all action necessary to give effect to this By-law including amending its existing agreement with the NVCA to reflect the agreement as between The Corporation of the Town of Shelburne and The Corporation of the Township of Melancthon.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND ENACTED THIS 24TH DAY OF NOVEMBER, 2014.

Mayor

CAO/Clerk

DRAFT

**SOURCE PROTECTION
PART IV ENFORCEMENT TRANSFER AGREEMENT**

THIS AGREEMENT made the day of November, 2014

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
(hereinafter referred to as "Melancthon")

- and -

THE CORPORATION OF THE TOWN OF SHELBURNE
(hereinafter referred to as "Shelburne")

WHEREAS Shelburne is constructing and will maintain a water supply well that is located in the Township of Melancthon on Part 1 of Lot 301, Concession 3, Southwest of the Toronto and Sydenham Road, Township of Melancthon, County of Dufferin (the "Well") to supply water to residents of the Town of Shelburne;

AND WHEREAS municipalities are responsible for the administration and enforcement of Part IV of the Clean Water Act, 2006 (the "Act") which responsibility may be delegated in accordance with the Act;

AND WHEREAS as a result of the Well's location in the Township of Melancthon, Melancthon is required to enforce Part IV of the Act over certain properties within its jurisdiction, notwithstanding that the Well will be supplying water only to the residents of the Town of Shelburne;

AND WHEREAS section 47(4) of the *Act* permits a municipality to enter into an agreement to transfer responsibility for the enforcement of Part IV of the *Act* to another municipality;

AND WHEREAS Shelburne and Melancthon are entering into this Agreement wherein Shelburne assumes responsibility for inspection and enforcement services under Part IV of the *Act* and the associated expenses therefor for certain areas within the Township of Melancthon where same are required due to their proximity to the Well;

AND WHEREAS the Nottawasaga Valley Conservation Authority (the “NVCA”) provides inter alia risk management plan services to Municipalities under Part IV of the Clean Water Act, 2006 (the “Act”);

AND WHEREAS The Corporation of the Town of Shelburne has entered into An agreement with the NVCA for the provision of certain risk management plan services to enforce PART IV of the Act;

AND WHEREAS The Corporation of the Town of Shelburne will delegate its authority in full to the NVCA, including those locations in the Township of Melancthon over which it is assuming responsibility pursuant this Agreement.

NOW THEREFORE in consideration of the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Melancthon and Shelburne agree as follows:

1. This Agreement shall be applicable to all lands located in the Township of Melancthon that are subject to Part IV of the Act as a result of the location of the Well.
2. The responsibility for all of the powers and duties of an enforcement body under Part IV of the Act as it pertains to those lands in the Township of Melancthon where enforcement is required due to their proximity to or as a result of the Well is hereby transferred by Melancthon to Shelburne and its designate and Shelburne hereby accepts the responsibility transferred herein.
3. It is agreed that Shelburne will delegate its authority to enforce Part IV of the *Act* in full to the NVCA, including those lands in the Township of Melancthon which it has agreed to assume responsibility for pursuant to this agreement.
4. Shelburne agrees not to delegate its authority to enforce Part IV of the *Act* over those lands located in the Township of Melancthon to any entity or individual other than the NVCA without the prior written consent of the Township of Melancthon.
5. Melancthon agrees to cooperate to the extent reasonably necessary so as to enable the NVCA to ensure that Part IV requirements are incorporated into the review of building permit applications and applications under the *Planning Act*, and to generally cooperate and assist the NVCA with the protection of safe drinking water.

6. Shelburne shall be responsible for the costs of the enforcement of Part IV of the *Act* as it pertains to those lands in the Township of Melancthon where enforcement is required due to their proximity to or as a result of the Well.
7. For greater certainty, Shelburne agrees to pay and to hold harmless Melancthon and the landowners of those properties over which it has assumed enforcement responsibility for from all costs, fees or expenses relating to the enforcement of Part IV of the *Act*, including but not limited to the costs of any risk assessments, fees payable to or on behalf of risk management officer(s) or risk management inspector(s).
8. In addition, Shelburne shall be responsible for additional costs incurred as a result of legal actions initiated by or against the NVCA associated with executing its duties and powers under this Agreement and for costs associated with non-routine work including but not limited to enforcement orders, warrants, Environmental Review Tribunal Hearings, Municipal Board Hearings and retention of third party experts, where same relate to lands to which this agreement applies.
9. Shelburne agrees to amend the existing agreement with NVCA to reference this Section 47(4) agreement between Shelburne and Melancthon. Shelburne shall further require the NVCA to provide Melancthon with evidence of insurance reasonably satisfactory to Melancthon.
10. It is agreed that Melancthon shall be entitled to request information from the NVCA, including its Risk Management Officer, directly, without making a request for the information through Shelburne.
11. This Agreement shall continue in force for an indefinite period, commencing on the ____ day of _____, 20____ and will continue until it is superseded or replaced by a subsequent agreement or is otherwise terminated by Melancthon.
12. This Agreement may be amended by mutual agreement or to reflect changes in programs, funding and personnel in both parties, or changes in provincial policy.
13. This written Agreement contains and embodies the entire agreement of the parties with regard to the matters contained herein and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

14. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

15. This Agreement shall be construed with all changes in number and gender as may be required by the context. All provisions of this Agreement, including each of the paragraphs, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

16. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

17. This Agreement may be amended by mutual agreement from time to time to reflect changes in programs, funding and personnel in both parties, or changes in provincial policy.

18. The following schedules are attached hereto and form part of this Agreement:

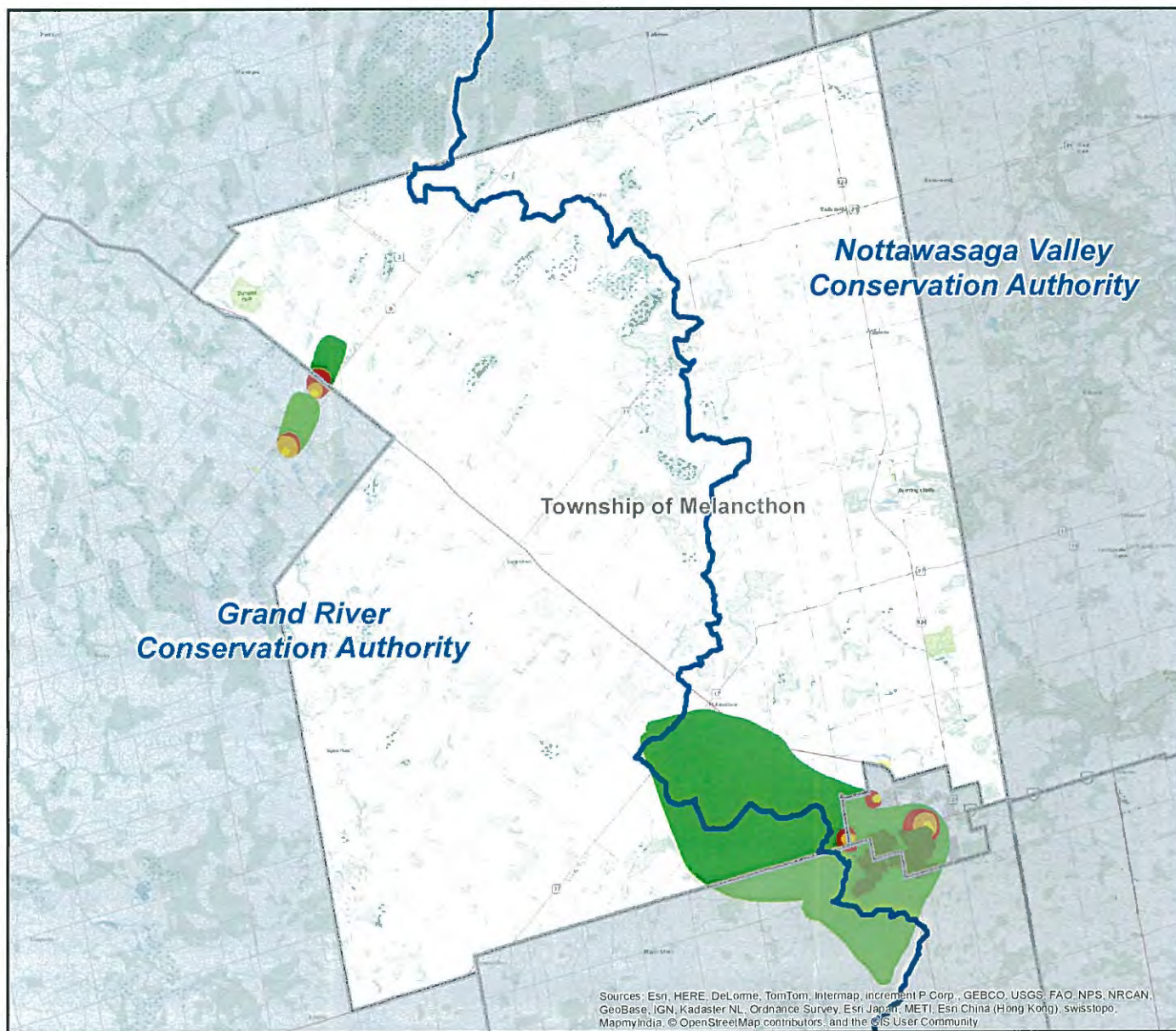
SCHEDULE "A": Drawing of Lands in the Township of Melancthon impacted by Well's location as identified as of the date of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as at the date first above written.

SIGNED, SEALED AND DELIVERED

)	THE CORPORATION OF THE
)	TOWNSHIP OF MELANCTHON
)	
)	
)	
)	_____
)	Mayor
)	
)	
)	_____
)	Clerk
)	
)	
)	THE CORPORATION OF THE
)	TOWN OF SHELBURNE
)	
)	
)	_____
)	Mayor
)	
)	
)	_____
)	Clerk

SCHEDULE "A"



Melancthon Well Head Protection Area

Legend

Jurisdictional Boundary

Municipal Boundary

Wellhead Protection Area Zone

A 8+

B

C

D

E

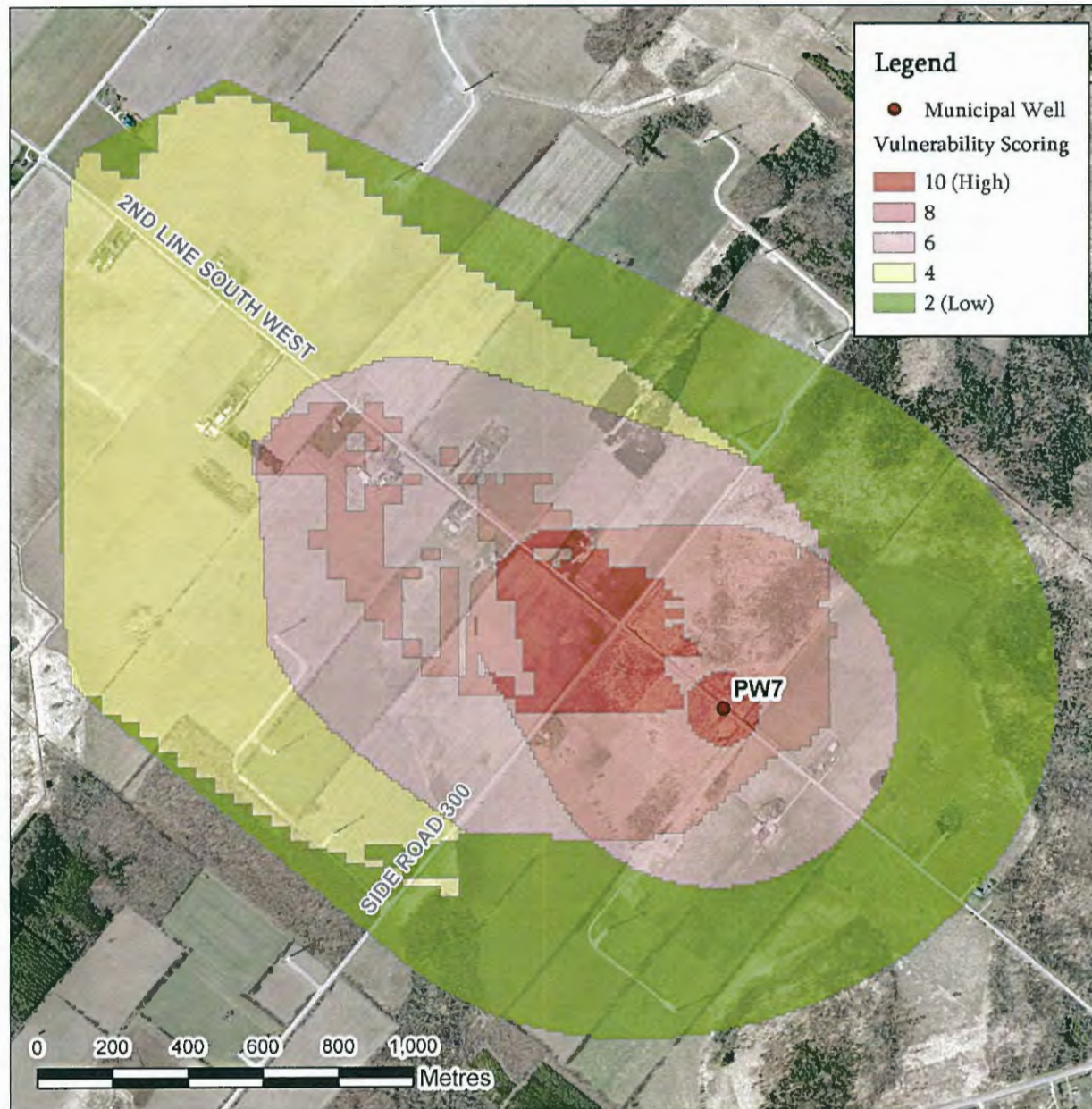


0 1.5 3 6
Kilometres

This map has been produced for illustrative purposes only. While every effort has been made to accurately depict the information, data mapping errors may exist.

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Vulnerability Scoring for PW7





The Corporation of

THE TOWNSHIP OF MELANCTHON

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

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

CORPORATION OF THE TOWNSHIP OF MELANCTHON

MEMO TO COUNCIL

TO: MAYOR WHITE AND MEMBERS OF COUNCIL

FROM: DENISE HOLMES, CAO/CLERK

SUBJECT: SHELBURNE WELL # 7 EASEMENT AGREEMENT

DATE: JANUARY 9, 2015

On Friday, January 9, 2015, I attended a meeting with Steve Christie, Solicitor, Stutz, Brown and Self Corporation; John Telfer, CAO/Clerk of the Town of Shelburne and Jennifer Willoughby, Deputy Clerk of the Town of Shelburne regarding the Shelburne Well # 7 Easement Agreement.

As part of the process for granting the easement, the Township will have to go through the steps associated with the Township's Disposition By-law (attached).

Under the Municipal Act, 1990, the legislation set out the requirements for the disposition of land as follows:

Surplus real property, definitions

193.

By-laws establishing procedures

(2) Subject to subsection (3), every council and local board with authority to sell or otherwise dispose of real property shall by by-law establish procedures, including the giving of notice to the public, governing the sale of real property.

Contents

(3) A procedure by-law passed under subsection (2) may,

(a) establish different procedures for different classes of real property; and

(b) incorporate a procedure for the sale of real property of a council or local board required by this or any other Act.

Conditions

(4) Before selling any real property, every council and local board shall,

(a) by by-law or resolution passed at a meeting open to the public declare the real property to be surplus;

(5)

JAN 15 2015

- (b) obtain at least one appraisal of the fair market value of the real property; and
- (c) give notice to the public of the proposed sale.

Regulations

(6) The Minister may make regulations,

(a) prescribing classes of real property for which an appraisal under clause (4) (b) or a listing in the public register under subsection (7) is not required;

(b) prescribing public bodies or classes of them for which an appraisal is not required for a sale of real property under this section.

Please note that the legislation at the time specifically defined "land" as including easements. Also note that under Section 193(4), there was a requirement that the lands be declared surplus, that an appraisal be obtained, and notice be given.

In addition, pursuant to Section 193(6), a Regulation could be made to exclude the appraisal requirement. Please note that it did not provide for an exclusion of the notice requirement.

Under Regulation 815/94 (Disposal of Property), it provided as follows:

1. A municipality or local board may sell the following classes of real property without obtaining an appraisal under subsection 193 (4) of the Act:

(1). Highways, roads and road allowances;

(8). Easements granted to public utilities or to telephone companies.

When the by-law was drafted in 1995, it was done in order to comply with the legislation of the day as set out above and therefore did not, and could not, contain an exemption for the notice to be given for the giving of an easement. However, in 2001, when the new Municipal Act was brought in, the legislation was amended to simply state the following;

Policies

Adoption of policies

270. (1) A municipality shall adopt and maintain policies with respect to the following matters:

1. Its sale and other disposition of land.

Regulation 815/94 was repealed and the requirement for the giving of notice was no longer set out in the legislation and municipalities were free to adopt their own policies with regards to the disposition of land. Since no new policy was ever developed in Melancthon, the procedure as it existed in 1995 continues to be the policy of the day. Most municipalities want the ability to grant an easement without going through the formal process so they have amended their by-law so as to specifically provide for an exemption. Those who have not adopted a new policy by way of updating their disposition bylaw, are stuck with the notice requirement.

Therefore, I am recommending to Council that we declare lands (4 metres on the west side of the 2nd Line SW for 1.4 km – between Highway 89 and the well site - Part Lot 301, Concession 3 SW) to be surplus and then Staff can provide notice to the Public about the disposition in order to start this process.

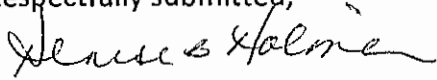
There is no requirement to have the easement registered on title. There would just be an

Agreement between the Town of Shelburne and the Township of Melancthon. The Town of Shelburne would be responsible for registering the water main with Ontario ON1call and the installation is going to be done by direct bore in the road right-of-way.

I have attached the draft Agreement for your information, comments and/or concerns.

Also, if Council wishes to amend the By-law so that easements would be exempt from this process, Steve Christie, Solicitor advises he would assist in the preparation of the new by-law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denise B. Holmes". The signature is fluid and cursive, with the first name "Denise" being more prominent.

Denise B. Holmes, AMCT
CAO/Clerk

Denise Holmes

From: Stephen Christie <schristie@sbslaw.ca>
Sent: November-06-14 3:31 PM
To: dholmes@melancthontownship.ca; jtelfer@shelburne.ca
Subject: RE: Well #7 - Draft documentation
Attachments: Draft Bylaw - Melancthon - 6 nov 14.pdf; Draft Bylaw - Shelburne - 6 nov 14.pdf; Draft Easement Agreement - 6 nov 14.pdf

Hi Denise and John,

Please see the attached draft By-laws and Easement Agreement pertaining to Well #7 and the easement proposed to be granted by the Township of Melancthon.

Denise, please note that the Township's Property Disposition By-law and its policies arising from same will need to be addressed. I'd be pleased to discuss with you in further detail when convenient. Note that there will be the requirement to give notice of the grant of easement which will need to be done in advance of passing any related By-law.

If either of you have questions or concerns or wish to discuss, please do not hesitate to contact me.

Steve

STUTZ BROWN & SELF PROFESSIONAL CORPORATION

Barristers and Solicitors
269 Broadway 219 First Avenue East
Orangeville, Ontario Shelburne, Ontario
L9W 1K8 L9V 3J9
Phone: (519) 941-7500 (226) 259-7500
Fax: (519) 941-8381 (519) 941-8381

email: schristie@sbslaw.ca
website: www.sbslaw.ca

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From: schristie@sbslaw.ca	My Spam Blocking Level: High	Medium (75): Pass
		Low (90): Pass
	Block this sender	
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THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BEING A BY-LAW TO AUTHORIZE THE GRANTING OF A WATER MAIN EASEMENT TO THE CORPORATION OF THE TOWN OF SHELBURNE

WHEREAS The Corporation of the Town of Shelburne is constructing and will maintain a water supply well that is located in the Township of Melancthon on Part 1 of Lot 301, Concession 3, Southwest of the Toronto and Sydenham Road, Township of Melancthon, County of Dufferin (the "Well");

AND WHEREAS The Corporation of the Town of Shelburne proposes to install a water supply main and associated communication/tracing conduit extending from the Well southeast along Second Line Southwest approximately 1.5 km. to the intersection with the Ministry of Transportation Highway 89 right of way, that will be installed, in part, over those lands owned by The Corporation of the Township of Melancthon and more particularly shown in the drawing in Schedule "A" attached hereto;

AND WHEREAS The Corporation of the Township of Melancthon has negotiated an agreement with The Corporation of the Town of Shelburne to grant it an easement on the said lands owned by The Corporation of the Township of Melancthon for the said water supply main and conduit and appurtenances thereto;

AND WHEREAS The Corporation of the Township of Melancthon has complied with the requirements of its property disposition policy.

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF MELANCTHON:

1. That The Corporation of the Township of Melancthon is authorized to enter into an agreement to grant an easement for a water supply main and associated communication/tracing conduit and appurtenances to The Corporation of the Town of Shelburne over the lands as more particularly shown in the drafting in Schedule "A" attached hereto substantially in the form of the agreement attached hereto as Schedule "B".

2. That the Mayor and Clerk are hereby authorized to execute all documents and take all action necessary to give effect to this By-law.

Dated at Melancthon, Ontario this day of November, 2014.

THE CORPORATION OF THE
TOWNSHIP OF MELANCTHON

Per: _____

MAYOR

DRAFT

Per: _____
CLERK

THE CORPORATION OF THE TOWN OF SHELBURNE

BEING A BY-LAW TO AUTHORIZE THE ACQUISITION OF A WATER MAIN EASEMENT
FROM THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

WHEREAS The Corporation of the Town of Shelburne is constructing and will maintain a water supply well that is located in the Township of Melancthon on Part 1 of Lot 301, Concession 3, Southwest of the Toronto and Sydenham Road, Township of Melancthon, County of Dufferin (the "Well");

AND WHEREAS The Corporation of the Town of Shelburne proposes to install a water supply main and associated communication/tracing conduit extending from the Well southeast along Second Line Southwest approximately 1.5 km. to the intersection with the Ministry of Transportation Highway 89 right of way, that will be installed, in part, over those lands owned by The Corporation of the Township of Melancthon and more particularly shown in the drawing in Schedule "A" attached hereto;

AND WHEREAS The Corporation of the Town of Shelburne has negotiated an agreement with The Corporation of the Township of Melancthon for the granting of an easement on the said lands owned by The Corporation of the Township of Melancthon for the said water supply main and conduit and appurtenances thereto.

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF SHELBURNE:

1. That The Corporation of the Town of Shelburne is authorized to enter into an agreement to acquire an easement for a water supply main and associated communication/tracing conduit and appurtenances from The Corporation of the Township of Melancthon over the lands as more particularly shown in the drafting in Schedule "A" attached hereto substantially in the form of the agreement attached hereto as Schedule "B".
2. That the Mayor and Clerk are hereby authorized to execute all documents and take all action necessary to give effect to this By-law.

Dated at Shelburne, Ontario this day of November, 2014.

THE CORPORATION OF THE
TOWN OF SHELBURNE

Per: _____

Per: _____

MAYOR

CLERK

DRAFT

WATER MAIN AND CONDUIT EASEMENT AGREEMENT

THIS AGREEMENT made the day of November, 2014

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
(hereinafter called the "Grantor")

- and -

THE CORPORATION OF THE TOWN OF SHELBURNE
(hereinafter called the "Grantee")

WHEREAS the Grantee is constructing and will maintain a water supply well that is located in the Township of Melancthon on Part 1 of Lot 301, Concession 3, Southwest of the Toronto and Sydenham Road, Township of Melancthon, County of Dufferin (the "Well");

AND WHEREAS the Grantee will install a water supply main and associated communication/tracing conduit extending from the Well southeast along Second Line Southwest approximately 1.5 km. to the intersection with the Ministry of Transportation Highway 89 right of way, that will be installed, in part, over lands owned by the Grantor and forming part of the road allowance as more particularly shown in the drawing in Schedule "A" attached hereto (the "Lands");

AND WHEREAS the rights and easements reserved herein are to enure to and be appurtenant to and for the benefit of Grantee.

NOW THEREFORE in consideration of the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby agree to and does grant to the Grantee, its servants, agents, contractors, and workmen and its successors and assigns, the covenants and easements in respect of the Property as hereinafter set forth.

1. GRANT OF EASEMENT

The Grantor does hereby grant unto the Grantee, its servants, agents, contractors, and workmen and its successors and assigns, the right and easement in gross, in, over, along, upon, under and through the Lands for a water supply main and associated communication/tracing conduit, including the right to construct, maintain, inspect, alter, remove, replace, reconstruct, repair, or use such water supply main and conduit and any other related appurtenances as may be required by the Grantee.

2. RIGHT OF INGRESS AND EGRESS

The Grantor hereby grants to the Grantee the right of ingress and egress to, from, in and over the Lands for itself, its servants, agents, contractors, sub-contractors with or without vehicles, machinery and equipment for all purposes, useful or convenient in connection with or incidental to the exercise and enjoyment of the right and easement herein transferred as and from the date hereof and continuing in perpetuity. The Grantee agrees to carry out its works in connection with or incidental to the exercise and enjoyment of the right and easement herein transferred in a manner that does not unreasonably interfere with the public's use of the highway or other lands abutting the Lands.

3. TERMS AND CONDITIONS

It is agreed that the Grantee's exercise and enjoyment of the rights and easement herein transferred shall be undertaken, done, accomplished or completed solely at the cost of the Grantee and provided that in the exercise and enjoyment of such rights, the Grantee and its successors and assigns shall:

- (i) forthwith repair or rectify any damage done or caused to the Lands or property abutting thereto at its sole cost and expense;
- (ii) assume all liabilities and obligations for any and all loss, damage or injury (including death) to persons or property that would not have happened but for the exercise of such rights and indemnify the Grantor against any claims, suits, actions or judgments in respect of such loss, damage or injury.

Subject to the easement rights granted herein, the Grantor shall have the right fully to use and enjoy the Lands, provided, however that without the prior written consent of the Transferee, the Transferor shall not after construction excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or through the Lands any pit, well, foundation, building or other structure other than one of a temporary nature which does not interfere with the water supply main or the associated communication/tracing conduit.

The Grantee agrees that it shall implement good and workmanlike procedures and safety measures at all times when accessing the easement.

4. RESTORATION

The Grantee agrees that after it has performed any work on the Lands, to restore the surface as far as practicable.

5. COVENANTS TO RUN WITH THE LAND

The covenants, easements and restrictions set out in this Agreement shall run with the land and shall enure to the benefit of and be binding upon the Grantor and the Grantee and their respective heirs, executors, administrators, successors and assigns as the case may be and the burden set forth shall be of the same force and effect to all intents and purposes as a covenant running with the Lands.

6. PREPARATION COSTS

The Grantee agrees to assume and pay all of the Grantor's costs and expenses relating to and incidental to the grant of the easement herein, including the costs of the preparation of this Agreement as well the costs associated with any by-law authorizing the grant of such easement.

7. GENERAL TERMS & CONDITIONS

7.1 Entire Agreement

This written Agreement contains and embodies the entire agreement of the parties with regard to the matters contained herein and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

7.2 Binding on Successors

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7.3 Interpretation of Agreement

- (i) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement shall be construed with all changes in number and gender as may be required by the context
- (ii) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (iii) All provisions of this Agreement, including each of the paragraphs, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

7.4 **Governing Law**

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

7.5 **Schedules**

The following schedules are attached hereto and form part of this Agreement:

SCHEDULE "A": Drawing showing the Lands over which easement is granted

IN WITNESS WHEREOF the parties have executed this Agreement as at the date first above written.

SIGNED, SEALED AND DELIVERED)	
)	
)	THE CORPORATION OF THE
)	TOWNSHIP OF MELANCTHON
)	
)	
)	_____
)	Mayor DRAFT
)	
)	_____
)	Clerk
)	
)	
)	THE CORPORATION OF THE
)	TOWN OF SHELBURNE
)	
)	_____
)	Mayor DRAFT
)	
)	_____
)	Clerk
)	
)	
)	

SCHEDULE "A"

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW # 27 -1995

REAL PROPERTY DISPOSITION BY-LAW

WHEREAS pursuant to the provisions of the Municipal Act, R.S.O. 1990, c. M.45, s. 193, the Municipality is empowered to pass this by-law dealing with the disposition of real property;

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

Definitions

1. In this by-law, the following definitions shall govern:

a. "disposition" shall mean a sale and a lease of 21 years or longer.

Register of owned and leased property

2. The Municipality shall establish and maintain a public register listing and describing the real property owned or leased by the Municipality.

Pre-disposition procedure

3. Prior to disposing of real property, the Municipality shall:

a. by by-law or resolution passed at a meeting open to the public declare the real property to be surplus, and

b. obtain at least one appraisal of the fair market value of the real property.

exempt

Authorized disposition procedures

4. The following disposition procedures may be utilized:

a. sale by public tender;

b. sale by public auction;

c. listing for sale with a licensed real estate broker;

d. direct disposition as may be authorized from time to time by any statutory or regulatory provision;

e. any other procedure that Council determines is in the best interests of the Municipality, having regard to the nature of the disposition (for example long term lease) or the nature of the property, so long as Council also determines that the procedure is fair and open to the public.

Notice to the public

5. Prior to entering into a binding disposition, the Municipality shall give notice to the public by placing a notice in one or more newspapers having general circulation in all or part of the Municipality. The notice shall contain the following information:

- a. the short legal description of the property;
- b. the area of the property;
- c. the official plan and zoning designation of the property;
- d. the nature of the disposition (i.e., sale or lease);
- e. the method of disposition;
- f. such other and further information as may be directed by Council.

Exemptions

6. Paragraphs 2, 3, 5 (general procedures) shall not apply to dispositions exempted from time to time by statutory and regulatory provisions. For the sake of illustration, at the time of the passing of this by-law, dispositions under the Municipal Act, R.S.O. 1990, c.M.45 s. 210.1(2) are exempt.

7. Paragraph 3.b (appraisal requirement) shall not apply to dispositions exempted from time to time by statutory and regulatory provisions. For the sake of illustration, at the time of the passing of this by-law, O.Reg. 815/94, s. 1 and 2 lists exemptions.

8. Paragraph 2 (public register) shall not apply to dispositions exempted from time to time by statutory and regulatory provisions. For the sake of illustration, at the time of the passing of this by-law, O.Reg. 815/94, s. 3 lists exemptions.

Certificate

9. The Clerk is authorized to give a Certificate of Compliance in the form attached hereto, with such variations as may be applicable.

Execution of Documents

10. The Reeve or Deputy Reeve and Clerk of the Township are authorized to execute all applications, documents, agreements necessary or desirable to give effect to this by-law.

Severability

11. If a court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

PASSED IN OPEN COUNCIL THIS 1st DAY OF June , 1995

.....
Clerk

.....
Reeve

By-law read a first and second time this 1st day of June , 1995

By-law read a third time and passed this 1st day of June , 1995

APPENDIX "A"

TO BY-LAW NO. 24-1995

CERTIFICATE OF COMPLIANCE

(Form for use with section 193 of the Municipal Act)

Certificate of Compliance with section 193 of the Municipal Act in the sale or disposition of the real property described as:

(description may be attached)

I HEREBY CERTIFY THAT:

1. The Municipality passed By-Law 24-1995 on June 1st 1995
(# if applicable) (date)

It is a procedural by-law for the purposes of the sale or other disposition of real property and was in force on the date of the sale or disposition of the property described above.

Delete if not
Applicable

2. The property was declared surplus under By-Law or Resolution
_____ enacted or passed on _____
(# if applicable) (date)

Delete if not
Applicable

3. An appraisal of the fair market value of the property was
obtained on _____
(date)

Delete if not
Applicable

4. The property sale or disposition is exempt from the requirement
to obtain an appraisal of its fair market value under the following
exemption:

Delete if not
Applicable

5. Public notice of intent to sell or dispose of the property was given
by the following method(s)

(describe method(s))

on the following date(s) _____

(Signature of Clerk or Administrative Head)

(date)

Denise Holmes

From: Rebecca Crump <rebecca.crump@clypg.ca>
Sent: December-18-14 3:20 PM
To: 'Denise Holmes'
Cc: 'Erick Matthiesen'; 'Michelle Sage'
Subject: RE: Community Liaison Committee

Hi Denise,

I have discussed Council's request with DWP staff. We have come to the conclusion that DWP will not be pursuing a CLC any further. We went above and beyond regulatory requirements, as outlined below in my previous email and did not receive a meaningful number of responses to warrant the formation of a CLC. One of the core functions of a CLC is to discuss construction related issues. As DWP has completed construction and has applied for COD, we have decided we are going to pursue other avenues to interact with the community.

Please let me know if you have any questions.

Rebecca Crump
Director of Development
Dufferin Wind Power Inc./
Longyuan Canada Renewables Ltd.
(647) 880-7473

From: Denise Holmes [<mailto:dholmes@melancthontownship.ca>]
Sent: November-26-14 11:17 AM
To: 'Rebecca Crump'
Subject: RE: Community Liaison Committee

Hi Rebecca,

The below email was reviewed and discussed by Council at its meeting held on November 20, 2014.

Council are requesting that DWP revisit the establishment of a Community Liaison Committee, as it is a requirement under the Renewable Energy Approval to do so and they feel that it is up to DWP to "try harder" and find a way to make this happen.


Thank you.

Regards,

Denise Holmes



Denise B. Holmes, AMCT | CAO/Clerk | Township of Melancthon | dholmes@melancthontownship.ca | PH: 519-925-5525
ext 101 | FX: 519-925-1110 | www.melancthontownship.ca |

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From: Rebecca Crump [mailto:rebecca.crump@clypg.ca]
Sent: October-16-14 9:21 AM
To: 'Denise Holmes'
Cc: 'Erick Matthiesen'; 'Michelle Sage'
Subject: RE: Community Liaison Committee

Hi Denise,

DWP advertised extensively to form a CLC (Community Liaison Committee). Below is a summary of the actions we took to gain interest in the community. We received 5 responses. Two were from participating landowners (who DWP consults with outside of a CLC), one was from the GRCA (whom we consult with outside of a CLC), one was from a lady in Toronto, who likes wind power, and we had only ONE response from an adjacent, non-participating landowner (Nancy Malloy).

Based on the low response we received it was advised by our consultant, Dillon, that a meaningful CLC could not be formed with such low interest. We consulted with the Director, Approvals at the MOE and are still awaiting a response. I am writing a summary email, similar to this, to send to Gary Tomlinson, MOE Guelph District.

Another thing to note is that an attempt to create a CLC should be made within 3 months of an approved REA. At that point we were in a Stay of Construction and I requested to the MOE that we wait until the Stay Motion was dismissed to continue with the CLC creation. When DWP 'won' the Stay Motion, that is when we started advertising for the CLC. If the MOE provides any further direction on this matter I will keep you up to date.

Rebecca

Summary of CLC Advertising:

Web posting:

- From NOVEMBER 4 – present. Until January 2014 it was the only item on the page. This can be viewed by scrolling to the bottom of the page at:
- <http://www.dufferinwindpower.ca/Consultation/Community.aspx>

Mail out to residents in Project area:

- NOVEMBER 4, 2013 - 825 mailings were sent out to adjacent residents of the wind farm and power line.

Print Advertising In The Dundalk Herald, Shelburne Free Press and Creemore Echo:

- NOVEMBER 6, 7, 8; 13, 14, 15; 20, 21, 22
- DECEMBER 4, 5, 6; 11, 12, 13

From: Denise Holmes [mailto:dholmes@melancthontownship.ca]
Sent: October-15-14 2:48 PM
To: Rebecca Crump
Subject: Community Liaison Committee

Hi Rebecca,

Can you please advise as to whether or not a Community Liaison Committee has been set up and if not, why? Just looking for an update to provide to Council. Thank you.

Regards,

Denise



Denise B. Holmes, AMCT | CAO/Clerk | Township of Melancthon | dholmes@melancthontownship.ca | PH: 519-925-5525 ext 101 | FX: 519-925-1110 | www.melancthontownship.ca |

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From: rebecca.crump@clypg.ca

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From: rebecca.crump@clypg.ca

You received this message because the sender is on your allow list.

Denise Holmes

From: Tomlinson, Gary (MOECC) <gary.tomlinson@ontario.ca>
Sent: January-06-15 5:31 PM
To: dholmes@melancthontownship.ca; watkinson@melancthontownship.ca;
cao@dufferincounty.ca; clerk@dufferincounty.ca; jtelfer@townofshelburne.on.ca;
jwilloughby@townofshelburne.on.ca; 'Susan Stone'; kpearl@amaranth-eastgary.ca
Subject: Dufferin Wind Power Utility Pole Sealing Program

As promised the "interim" roll-up for the Dufferin Wind Power sealing program is now available.

The roll-up comes in two parts, first of which is the various technical documents relating to the sealing program which understandably have generated quite a bit of interest from a number of parties. Those documents are now available at: <http://www.dufferinwindpower.ca/ReportsApplications.aspx>, (it should be the first green bar at the top of the Reports and Applications section), (for additional information\context you may also wish to refer to the document titled: Dufferin Wind Power Inc. Dufferin Wind Project - Geotechnical Report for the Proposed Transmission Corridor dated 27 March, 2013 and located at the very bottom of the same page that the Transmission Line Pole Sealing Program is located on – it's the last green bar at the bottom of the page titled "Supplementary Geotechnical Report").

The second part is a quick explanation, (despite most of the above noted documents speaking for themselves), as to how the various pieces identified above fit together and what the "program" was all about.

Background:

The program itself came about as it was identified, (initially by several complaints from concerned area residents), (during June of 2014), that the process being used to support the utility poles, (caissons), in some of the project areas, (predominately north of Highway 89), was causing what might have been a conduit, (an inefficient one, but a potential conduit none the less), into the fairly shallow fractured limestone, (technically dolostone), bedrock that contains the aquifer that most of the area residents rely on for domestic and agricultural water supply. After evaluation by MOECC and discussion with DWP and it's consultant Dillon Consulting it was decided that in the exercise of an abundance of caution that it would be wise to seal the inside of the caissons as well as the space around the outside of the caissons, (where they were installed by boring), so as to prevent the potential transmission of surface water down the inside of the caissons; and in those cases where there was a space between the outside of the caisson and the hole, (technically called an annulus), that those areas would be sealed as well.

It was initially surmised that the vast majority of the locations that would need to be sealed would be done via the process described above, (and the early technical documents from Dillon to MOECC speak to that). It was also recognized that as the project progressed that some modifications to the process would be required based on conditions that were encountered along the way, and the majority of the documents noted above speak to the specific modifications that were required and agreed to.

Sealing:

Initially 307 of the 396 pole bases in place, (extending from the DWP yard to the Orangeville Hydro One Networks Transformer facility), were earmarked to be sealed using the methodology initially described in the technical documents. As I noted previously the project changed somewhat in sealing methodology as it progressed in that some of the caissons were sealed both inside and out and

some were only sealed inside and some were only sealed outside. As I described above the initial plan was that all the caissons were to be sealed both inside and out. What transpired, and is noted in the technical documents), was that the caissons that were put in place utilizing boring methods, (which is predominately what happened in the areas north of Highway 89), had the area both the inside and outside, (the annulus), of the caisson sealed.

Caissons that were put in place with vibratory techniques, (predominately in the wetland\swamp areas along the railway right of way), and therefore had no annulus were only sealed inside the caisson. Caissons that were installed via boring but were filled with concrete only had the outside annulus sealed. Large caissons that were installed via excavation and filled with concrete were only sealed around the outside as well. You will also notice from the reading of the technical documents that one of the initially earmarked pole bases, (number 316), was ultimately not sealed for reasons identified in the documentation. That brought the number of poles being sealed to 306 out of the 396.

Additional grading to prevent stranding water:

Some grading was completed immediately subsequent to the sealing, however it appears that some will have to await the coming of spring. At this point this Office is not greatly concerned with waiting to complete the grading where necessary until spring as the primary barrier is the bentonite sealing. The grading to limit standing surface water in some locations is an added precaution only. There are advantages to being able to identify by direct observation which specific areas are subject to standing water, (during precipitation and snow melt etc.), to limit possible disagreements with DWP and also possible unnecessary work.

Further questions:

Rather than go on at any greater length about the sealing program, and based on the interest shown by an number of parties in this part of the project I'm reasonably sure that there will be questions and/or comments forthcoming based on a review of this e-mail and the technical documents noted above. Please feel free to pass them along to me and I will endeavor to get them addressed as expeditiously as possible.

G.W. Tomlinson
Provincial Officer
Badge # 132
Senior Environmental Officer
Guelph District Office
West Central Region
Ontario Ministry of the Environment and Climate Change
Tel: 519 826 4272
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MEMO



TO: Gary Tomlinson, MOE Senior Environmental Officer

FROM: Darin Burr, Dillon Consulting Limited.

DATE: June 20, 2014

SUBJECT: Risk Assessment Analysis of Groundwater Contamination at Transmission Line Poles

OUR FILE: 13 8287

CC: Robb Phiri, Construction Manager, Longyuan Power
David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Ltd.
Don McKinnon, Project Manager, Dillon Consulting Ltd.

This memorandum presents a risk analysis of the potential for groundwater impacts from transmission pole foundations associated with the Dufferin Wind Farm project. The assessed concern relates to whether the foundations will act as a preferential pathway for surface water to enter into the subsurface, and impact local aquifers. The assessment was based on a review of pole foundation construction details, information on the local geology, available water well records and the local land use.

Transmission Line Foundation Construction

Based on information provided to Dillon from Dufferin Wind Power, pole foundation construction involves auguring, and then placing a 1.06 to 1.21 m diameter steel caisson extending 6 to 9 m into the ground, depending upon location. The steel caisson is left in place during installation of the pole. Following pole placement, the space between the pole and steel caisson is backfilled with granular material and compacted. Where possible, the steel caisson is driven into the ground, and therefore, no space exists between the outside of the caisson and the adjacent ground. For situations where the caisson cannot be driven because of soil conditions (e.g., rocky soils), the auger hole is slightly over bored, leaving an approximately 0.05 to 0.10 mm space between the outside of the caisson and the adjacent ground. This narrow space is backfilled with aggregate and compacted. The caisson is buried below grade, and is covered with approximately 0.15 to 0.30 m of native fill material (i.e., subsurface clay based material and topsoil). The distance between the transmission poles is approximately 100 m.

Further, 53 caissons that are installed for poles located at corners or turns along the transmission line will follow the same installation concept as the standard pole foundations, however, a larger (2.44 m) diameter hole is augured out and the steel caisson is inserted to a max depth of 12.19 m (average 9.14 m). The pole is then centered within the caisson, and filled with concrete. Concrete is also poured between the caisson and the adjacent ground. The standard graded backfill cap with an approximate depth of 0.15 to 0.30 m of native fill material is installed around the caisson.

Land Use

Land use along the transmission line is primarily a mixture of a former railway easement, rural/agricultural fields and vegetated areas such as woodland and wetlands. The majority of the transmission line alignment is >125 m away from homes and farmsteads thus providing a buffer area to any local wells.

Hydrogeology

The dominant aquifer in the vicinity of the transmission line is dolostone (Guelph and Amable bedrock Formations), which is overlain by clay, clay to silty sand till and/or sand; however sand and gravel aquifers are present in some areas, particularly in the south. In general, the depth of bedrock along the transmission line alignment varies from approximately 3 to 7 m (east of Corbetton), 7 to 15 m (between Corbetton and Shelburne), 15 to 50 m (between Shelburne and Orangeville). Potable water for the rural homes and farms in the vicinity of the transmission line is supplied by individual private water wells. Based on a review of the MOE Water Well Records, the majority of wells along the transmission alignment are completed in the bedrock aquifer; however, overburden wells are present in some areas where sand and gravel aquifers are encountered.

Risk of Surface Water Impacts to Aquifer

The risk of surface water migrating into aquifers via the pole foundation and impairing groundwater quality to nearby receptors such as potable water wells is considered low. This conclusion is based on the following considerations:

- a) The transmission line foundations are located in a largely rural area, and the surrounding land uses do not pose untypical risks for surface/ground water contamination in rural areas.
- b) The near ground surface cross-sectional area of the standard transmission pole foundation (minus the pole area) is relatively small (0.4 to 0.7 m²), limiting the area of the caisson that could potentially vertically transmit surface water into the subsurface. Furthermore, the density of pole foundations is low (one pole per 100 linear metres). Considering the small foot print of the foundation, and low density of the poles, any water seeping out of the base of the foundation would be mixed/dispersed with the ambient groundwater in the area (i.e. effects (if any) to groundwater chemistry would be very localized).
- c) The top of the foundation is covered with clay and native material, which is placed sloping away from the pole, providing positive drainage away from the pole and inhibiting surface water runoff from entering into the caissons.
- d) Unlike a well situation, the caisson is filled with compacted aggregate, which will provide some vertical resistance to vertical groundwater movement.
- e) The foundation is lined with a steel caisson which will prevent shallow groundwater in the adjacent soils from entering into the backfill inside the caisson and migrating vertically into aquifers.
- f) For the larger caisson foundations installed at corners and turns of the transmission line, concrete is used both inside and outside the caisson eliminating the pathway for vertical surface water flow into the subsurface.
- g) Lastly, the method of transmission line pole installation used in this project is common elsewhere in Ontario. Near the project area, large transmission poles have been previously built for the TransAlta wind farm, west of Shelburne. We are not aware of any reported situations where groundwater impacts to aquifers have resulted from transmission line poles acting as preferential pathways for groundwater movement.

Additional Mitigation Actions

While the potential for impacts to aquifers from the pole foundations is considered low, the following mitigation actions are recommended for construction of the remaining pole foundations for further risk reduction purposes.

- a) For areas where the bottom of the foundation is anticipated to be within 2.5 m of the top of the local aquifer, and is within 100 m of a residence/business that uses a potable water well, the caisson will be sealed near surface with bentonite clay. For cases where aggregate has been used between the caisson walls and the adjacent ground, the top of the annular space will be filled with bentonite clay.
- b) For areas where the bottom of the foundation is anticipated to be within 2.5 m of the top of the local aquifer, and the foundations is located in tilled agricultural land, the caisson will extend at least 0.4 m above ground. Alternatively, the casing will be left at/below ground surface but will be capped with bentonite clay. For cases where aggregate has been used between the caisson walls and the adjacent ground, the top of the annular space will be filled with bentonite clay.
- c) Foundations located in areas of surface water features/wetlands will have the caisson extend above the water level. Furthermore, the aggregate on the inside of the caisson will be capped with bentonite clay. For cases where aggregate has been used between the caisson walls and the adjacent ground, the top of the annular space will be filled with bentonite clay.

Respectfully submitted

Darin Burr, M.Sc., P.Geo.
Dillon Consulting Limited

Memorandum

Date: June 26, 2014

To: Gary Tomlinson
Senior Environmental Officer
Guelph District Office

From: Cynthia Doughty
Hydrogeologist
Water Resources Unit

Re: Risk Assessment Analysis of Groundwater Contamination at Transmission Line Poles
Dufferin Wind Farm Project

1. Documents Reviewed:

As requested, I have reviewed the following documents and provided comments and recommendations from a groundwater perspective:

1. Dillon Consulting, June 20, 2014. Memorandum RE: Risk Assessment Analysis of Groundwater Contamination at Transmission Line Poles.
2. Dillon Consulting, June 16, 2014. Memorandum RE: Risk Assessment Analysis of Groundwater Contamination at Transmission Line Poles.

During my review, I also referred to the following document:

3. Tulloch Engineering, March 27, 2013. Dufferin Wind Project – Geotechnical Report for the Proposed Transmission Corridor

2. Background:

The project consists of 396 transmission poles between Orangeville and Melancton Township. According to the reports, two types of pole foundations will be used for the project: 1) Wooden pole foundations and 2) Concrete foundations for steel poles constructed at corners and turns of the transmission lines. The main concern related to the foundations is whether the annular space between the steel sleeve and transmission pole will act as a preferential pathway for surface-

derived contamination to enter the subsurface and potentially impact the bedrock aquifer. The bedrock aquifer is the main source of potable water for the rural homes and farms near the transmission line.

3. Comments and Recommendations:

This section presents a list of comments and concerns identified during the review of the response to MOE comments (Section 3). The numbers below correspond to Nadia's original comments.

1. For wood poles, the annular space between the steel sleeve and pole will be or have been backfilled with 3/8 to 1/2-inch granular material and compacted. Any compacting that may occur would not have any significant impact on the movement of surface water. The proposal recommended adding a bentonite clay seal near surface for areas where the bottom of the foundation is anticipated to be within 2.5 m of the top of the local aquifer used as a potable water source (i.e., top of the bedrock surface or overburden aquifer). The basis for the 2.5 m separation distance between the bottom of the foundation and top of the uppermost aquifer used as a potable water source should be specified. The consultant should provide a map with the locations of the overburden aquifer used as potable water supply with the location of the transmission lines overlaid on this map. The depth and thickness of the overburden aquifer used as a potable supply should be provided, along with detailed information about the source of this information. Additionally, detailed information about the source of the depths to bedrock specified in the June 20, 2014 memorandum should be provided. The depth to bedrock was primarily confirmed east of Corbetton during the geotechnical investigation. There seems to be some uncertainty with respect to the depth of bedrock, as boreholes Honi North, Honi South, Bldg NW and Bldg NE appear to be adjacent to each other; however, the inferred bedrock depth varies from 4.42 to 15.24 m bgs. These boreholes were installed east of Orangeville in the area where bedrock is reportedly 15 to 50 m bgs.
2. The consultant should specify a minimum thickness of the surface seal and provide the rationale for the minimum thickness. The consultant should indicate if the bentonite clay will be installed as a slurry using a tremie pipe.
3. Based on discussions with Powertel, a currently undefined number of the steel pole foundations on the project will be or have been constructed using a temporary sleeve with concrete placed inside the temporary sleeve. The consultant should confirm that no annular space exists for poles constructed in this manner. Also a currently undefined number of the steel pole foundations appear to be constructed in the same way as the wood pole foundations. A steel sleeve is installed in the augered/cored hole and backfilled with granular material and compacted. The consultant should specify the maximum depth of the steel poles for both types of foundations used for steel poles. In areas where the steel sleeve cannot be driven due to subsurface conditions (e.g., rocky soils or the presence of rock at a shallow depth), an annular space between the steel casing and hole would exist. The outer diameter of the steel sleeve and the diameter of the borehole should be provided. The consultant should discuss the potential movement of surface water along the annular space

when the steel sleeve is not driven and the methodology that will be employed to limit the movement of surface water.

4. The seasonal high groundwater levels along the transmission line should be provided. The consultant should address the potential for pentachlorophenol to leach out of the wood transmission poles and impact groundwater.

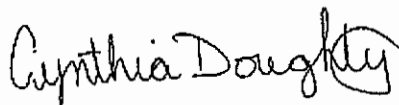
Conclusions

This memorandum outlines a number of comments and recommendations with respect to the document reviewed. These comments should be addressed by the consultant.

Limitations:

The purpose of the preceding review is to provide advice to the Ministry of the Environment regarding subsurface conditions based on the information provided in the above referenced documents. The conclusions, opinions and recommendations of the reviewer are based on information provided by others, except where otherwise specifically noted. The Ministry cannot guarantee that the information that has been provided by others is accurate or complete. A lack of specific comment by the reviewer is not to be construed as endorsing the content or views expressed in the reviewed material.

If you have any questions, please contact me by phone at (905)521-7866 or by e-mail at cynthia.doughty@ontario.ca.



Cynthia Doughty, M.Sc., P.Geo.
Hydrogeologist

MEMO



TO: Gary Tomlinson, MOE Senior Environmental Officer

FROM: Darin Burr, Dillon Consulting Limited.

DATE: July 4, 2014

SUBJECT: Response to Ontario Ministry of the Environment (MOE) June 30, 2014 information request regarding Dufferin Wind Power Transmission Line Pole Impact Assessment/Mitigation Measures

OUR FILE: 13-8287

CC: Robb Phiri, Construction Manager, Longyuan Power
David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Limited.
Don McKinnon, Project Manager, Dillon Consulting Limited.
Jeff Hammond, Longyuan Power
Rebecca Crump, Longyuan Power

This memorandum provides our response to MOE questions provided via email on June 30, 2014 to Dillon Consulting Limited (Dillon) regarding Surface Water/Groundwater Interaction at Transmission Line Pole Locations for the Dufferin Wind Farm project. As discussed in our June 16, 2014 and June 20, 2014 technical memorandum, it is our opinion that the risks of the transmission line power poles acting as preferential pathways for surface water to enter into the subsurface and impact local aquifers is very low; however, additional mitigation actions are being put forward by Dufferin Wind Power on a voluntary basis to provide further risk reduction and to address the Ministry's concerns.

Our responses to the Ministry's June 30, 2014 email questions related to this issue are presented below:

MOE Question 1): Submit the complete methodology referenced in the 20 June, 2014 Memorandum authored by Darin Burr of Dillon Consulting for sealing the various utility pole bases identified in the 16 and 20 June, 2014 Dillon Memorandums

Response: In addition to the construction methodologies detailed in Dillon's June 20, 2014 memorandum, a surface seal made of low permeability material will be applied to transmission pole foundations that are located in areas of concern (as identified further below). Although the risk of surface water migrating into the aquifer via the transmission pole foundation and impacting the aquifer is deemed very low, the application of a surface seal, where required, will provide additional mitigative protection.

The seal will be constructed of commercially supplied bentonite clay which is commonly used in the water well and environmental industry. Bentonite is a swelling clay that after hydration forms a semi-solid flexible seal that has a very low permeability (10^{-8} cm/s). The swelling properties of the bentonite will form a tight seal between the clay and surrounding materials (e.g., pole, casing, ground, etc.).

The methodology for installation of the surface seal is as follows:

For new pole installations:

- 1) The interior space between the outer steel casing and the pole (for poles not using caisson construction) will be filled with bentonite clay to a depth of 18" (0.45 m) as measured from the top lip of the steel casing.
- 2) The exterior space between the steel casing and the surrounding native soil will be filled with bentonite clay to a depth of 24" (0.61 m) as measured from the top lip of the steel casing. The width of the bentonite clay seal extending outward from the exterior of the steel casing will be a minimum of 6" (0.15 m).
- 3) Following placement, the bentonite clay will be hydrated.
- 4) Once installation of the seal has been completed, the space between the top lip of the steel casing and the ground surface above it (typically 6" (0.15 m)) will then be covered with native backfill material. In addition, backfill material, including clay material that has been excavated from the pole foundation borehole, will be mounded around the pole foundation and sloped away from the pole to allow positive surface water drainage.
- 5) For poles located in areas of ponded water/wetlands, the steel casing will extend above the anticipated high water level. For these situations, the thickness of the bentonite clay seal on the exterior of the casing will be a minimum of 24" (0.61 m) installed below ground surface. A 18" (0.45 m) thick clay seal will also be installed within the interior of the casing.

For existing pole installations:

- 1) Native soils will be excavated around the pole and temporarily stored on site.
- 2) The interior material between the outer steel casing and the pole (for poles not using caisson construction) will be excavated and then filled with bentonite clay to a depth of 18" (0.45 m) as measured from the top lip of the steel casing.
- 2) The exterior material between the steel casing and the surrounding native soil will be excavated and then filled with bentonite clay to a depth of 24" (0.61 m) as measured from the top lip of the steel casing. The width of the bentonite clay seal extending outward from the exterior of the steel casing will be a minimum of 6" (0.15 m).
- 3) Following placement, the bentonite clay will be hydrated.
- 4) Once installation of the seal has been completed, the space between the top lip of the steel casing and the ground surface above it (typically 6" (0.15 m)) will then be covered with native backfill material. In addition, backfill material, including clay material that has been excavated from the pole foundation borehole, will be mounded around the pole foundation and sloped away from the pole to allow positive surface water drainage. Excavated aggregate will be reused at other pole locations.

The recommended bentonite seal thickness of 18" (0.45 m) in the interior of the casing, and 24" (0.61 m) on the exterior of the casing is based on balancing environmental protection requirements and the structural integrity and safety of the pole foundations. With respect to environmental protection requirements, the depth is deemed adequate to ensure sealing of the annular space during drier summer months and be resistant to short-circuiting from shallow animal burrowing or other soil disturbance/erosion. Soil placed on top of the bentonite and mounded over the pole foundation will provide further protection, by limiting drying of the seal, as well as directing runoff water away from the base of the pole foundations. With respect to the structural integrity and safety of the pole foundations, Dufferin Wind Power has indicated to Dillon that 18" (0.45 m) of bentonite seal within the interior of the casing and 24" (0.61 m) of bentonite seal exterior to the casing will not compromise the structural

integrity of the foundation design. Dufferin Wind Power has stated that a deeper seal may affect the structural stability of the foundation which is not acceptable.

MOE Question 2): Submit a list of Dufferin Wind utility pole locations where the sealing identified in Item 1 above is proposed to occur

Response: Dufferin Wind Power proposes to seal all poles north of Highway 89 and to seal those poles (including new poles, and ones previously installed) south of Highway 89 that are in areas of concern where flooding may occur (e.g., near wetlands/surface water), and where the top of the overburden/bedrock aquifers used for potable water sources are within 2.5 m of the base of the pole foundation. Based on a review of available Water Well Records for wells within 500 m of the transmission line alignment south of Shelburne, the depth of the bedrock aquifer that is used by the vast majority of private wells ranges from 9.8 m to 50.3 m (averaging ~24 m). Nevertheless, based on the MOE Water Well Records, there are isolated areas where the overburden is used as a potable water supply. Pole foundations located within 150 m of these areas where the base of the foundation is <2.5 m from the top of an overburden aquifer used for potable purposes will also be constructed with a surface seal.

An inventory of pole locations south of Highway 89 is currently being completed and a summary of pole locations identified for sealing will be provided as soon as possible.

MOE Question 3): Submit a justification for not sealing any Dufferin Wind utility pole locations identified in Item 2 above;

Response: The justification for not sealing pole foundations that are omitted in Item 2 above is as follows:

- 1) Steel poles involving caisson foundations. With respect to the larger caissons used to support the transmission line's steel poles, the interior of the caisson is filled to 6" (0.15 m) above ground with concrete, and therefore no pathway for surface water migration into the subsurface from the interior of the caisson exists. As a result, the application of an interior surface seal is not deemed required for this situation. The outer sides of the steel caisson will be sealed with 24" (0.61 m) of bentonite seal.
- 2) Poles south of Highway 89 in non-sensitive areas. These poles include locations where no surface water features are present and in areas where there is at least 2.5 m of lower permeability material (clays, silt/clay or clay till) separating the base of the foundation (depth ranging from 6 to 9 m) with the top of the potable water aquifer used by wells within 150 m of the pole location. The 2.5 m value is based on the minimum depth of annular seal required in a bored well where the water producing horizons are shallow (O.Reg. 903, Section 14.2 (2).2.)

MOE Question 4): Submit a work plan/schedule for the work identified in Items 1 and 2 above to be started and completed.

Response:

North of Highway 89

Dufferin Wind will install seals on all pole installations north of Highway 89. To date, 104 of the 216 power poles that will be located north of Highway 89 have been installed. Dufferin Wind will commence to retrofit seals on these previously installed power poles starting July 8, 2014 and expects to be complete with this retrofit seal work by September 15, 2014.

South of Highway 89

Dufferin Wind will install seals on all pole installations south of Highway 89 as per the standards outlined above. To date, 132 of the 174 power poles that will be located south of Highway 89 have been installed. Dufferin Wind will commence to retrofit seals on a select number of these previously installed power poles starting July 8th, 2014 and expects to be complete with this retrofit seal work by September 15, 2014. Dufferin Wind will work with the MOE to identify those power pole locations south of Highway 89 that require seals.

Respectfully submitted,



Darin Burr, M.Sc., P.Geo.
Dillon Consulting Limited





MEMO

TO: Gary Tomlinson, Senior Environmental Officer
Ministry of the Environment and Climate Change (MOECC)

FROM: Darin Burr, Dillon Consulting Limited

DATE: July 21, 2014

SUBJECT: Dufferin Wind Farm
Transmission Pole Foundations Identified for Mitigation Measures

OUR FILE: 13-8287

CC: Robb Phiri, Construction Manager, Longyuan Power
David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Limited
Don McKinnon, Project Manager, Dillon Consulting Limited
Jeff Hammond, Longyuan Power
Rebecca Crump, Longyuan Power

1. INTRODUCTION

The Ontario Ministry of the Environment and Climate Change (MOECC) has asked Dufferin Wind Power (DWP) to identify pole foundations at the Dufferin Wind Farm (DWF) 230kV transmission line that will incorporate mitigation measures into their design and construction. The purpose of these mitigation measures is to reduce the risk of the pole foundations acting as preferential pathways for surface water movement into aquifers. Design and construction details of the proposed mitigation measures were provided in our July 4, 2014, technical memorandum to the Ministry of Environment (MOE). Information on which pole locations are to undergo mitigation is presented herein.

2. INSTALLATION OF LOW-PERMEABILITY SURFACE SEALS

DWP has agreed to construct low permeability surface seals at select pole locations. The proposed seal will be made of bentonite clay that is placed within and/or outside of the steel casing. The casing will be covered with native soil and mounded around the pole. The proposed mitigation measure that will be used depends upon pole location as outlined below:

North of Highway #89

- a) Installation of surface seals around the exterior of the steel casing for all poles;
- b) Installation of surface seals within the interior of the steel casing (between the casing and the pole) for all poles not constructed using concrete filled caissons.

South of Highway #89

- c) Same as measures a) and b) for poles located in wetland areas or locations susceptible to flooding, and areas where the base of the pole foundation is within 2.5 m of a utilized overburden or bedrock aquifer.

3. SELECTION METHODS FOR POLE LOCATIONS TO UNDERGO MITIGATION

All pole foundations north of Highway #89 will be sealed at surface. Selection of pole locations south of Highway #89 that would require sealing was based on identifying those locations where the base of the pole foundation (conservatively assumed to be 9 m) was <2.5 m from a utilized aquifer and identifying those locations that are prone to flooding. Identification of areas prone to flooding was based on wetland and surface water mapping, confirmed by field surveys. To assess the separation distance between the base of the pole foundation and the aquifer utilized in the area, the following methodology was followed:

- 1) Water well locations within 500 m of the transmission alignment, as identified in the MOE Water Well Record (WWR) database, were mapped using GIS. Information from these wells was used to assess the characteristics of the local aquifers and estimate the depth of the bedrock under the transmission line poles. Most weight was given to wells closest to and generally within 150 m of the transmission line. Where close wells did not exist, information from wells up to 500 m away from the transmission line was used in the analysis. A summary of the database information used in this assessment is provided as **Attachment 1** to this memorandum.
- 2) The thicknesses of lower permeability material between 9 m depth and the top of the next utilized aquifer below this depth was calculated based on the lithological information provided in the WWR database. The lithological horizon used as an aquifer was based on the depth that was either identified as open hole construction or screened. For this analysis, it was assumed that material described in the WWR that contained one or more of the words clay, silt or till was not an aquifer and the permeability would be relatively low. Material described as limestone or rock was considered the bedrock aquifer and material described as sand and/or gravel was considered overburden aquifer material. All of these units were considered to have a relatively high permeability.
- 3) Depth to water and reported water found information was not used in the analysis and the encountered lithological units were conservatively assumed to be fully saturated. Geotechnical information from borehole drilling along the alignment was not used, as the depths of the boreholes were generally too shallow to assess lithological materials below the pole foundation depth (~9m).
- 4) The overburden was considered to be a utilized aquifer if a well record plotted within 150 m of the transmission line and the well was identified to produce water from the overburden. Note that the use of the overburden aquifer appears very limited in the project area south of Highway #89 and only two of the 80 reviewed water well records along the alignment were identified as pumping from an overburden aquifer.
- 5) In cases where permeable overburden material (e.g., sand, gravel, boulders etc.,) was reported to be overlying the bedrock aquifer, the top of utilized aquifer was defined as the top of the permeable overburden material. This approach conservatively assumes that there would be a hydraulic connection between the bedrock and the overlying overburden aquifer.


Following this approach, the separation distance between the base of the pole and the utilized aquifer was mapped and is presented in **Map 1** for wells within 500 m of the transmission line. The type of aquifer utilized (bedrock or overburden) is identified: blue dots are bedrock wells and purple dots are overburden wells. Based on this analysis, the majority of the wells south of Highway #89 are mapped as pumping from an aquifer that is hydraulically separated from the base of the pole foundation by more than 2.5 m. Wells that do not meet this condition and are within or near 150 m of a transmission line pole, include wells BH IDs 10061258, 10061103, 10062289 and Well ID 7185586. Pole locations identified for surface sealing are presented in **Table 1**.

Table 1: Pole Locations (New and Existing Installations) Requiring Surface Sealing

North of Highway #89	South of Highway #89	
all poles (1 to 216)	225, 226	235 to 243, 246
	249 to 254	258 to 262
	270 to 273	284 to 305
	309 to 318	325 to 330, 334
	351 to 355	357 to 366
	376 to 381	385 to 387

In total, 216 pole foundations north of Highway #89 and Highway #90 pole foundations south of Highway #89 are identified for surface sealing.

Respectively submitted,


Darin Burr, M.Sc., P.Geo
Dillon Consulting Limited



Dufferin Wind Power Project Map 1 Inset A: Pole Foundations Incorporating Surface Sealing

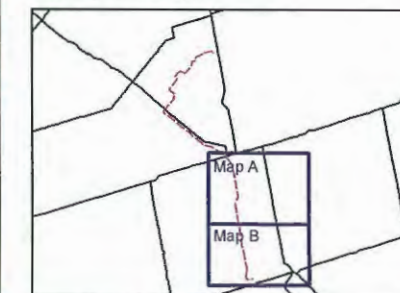
- MOE Water Well Records - Bedrock Well
- MOE Water Well Records - Overburden Well
- Pole Locations
- Pole Location Identified for Surface Sealing
- 230 kV Line
- Major Roads
- Local Roads
- Watercourse

- 500 m Pole Location Setback
- 150 m Pole Location Setback
- Waterbody
- Wetland

Surficial Geology

- Paleozoic bedrock
- Stone-poor, carbonate-derived silty to sandy till
- Glaciolacustrine-derived silty to clayey till
- Ice-contact stratified deposits
- Sandy deposits
- Massive-well laminated
- Foreshore-basinal deposits
- Modern alluvial deposits
- Organic deposits

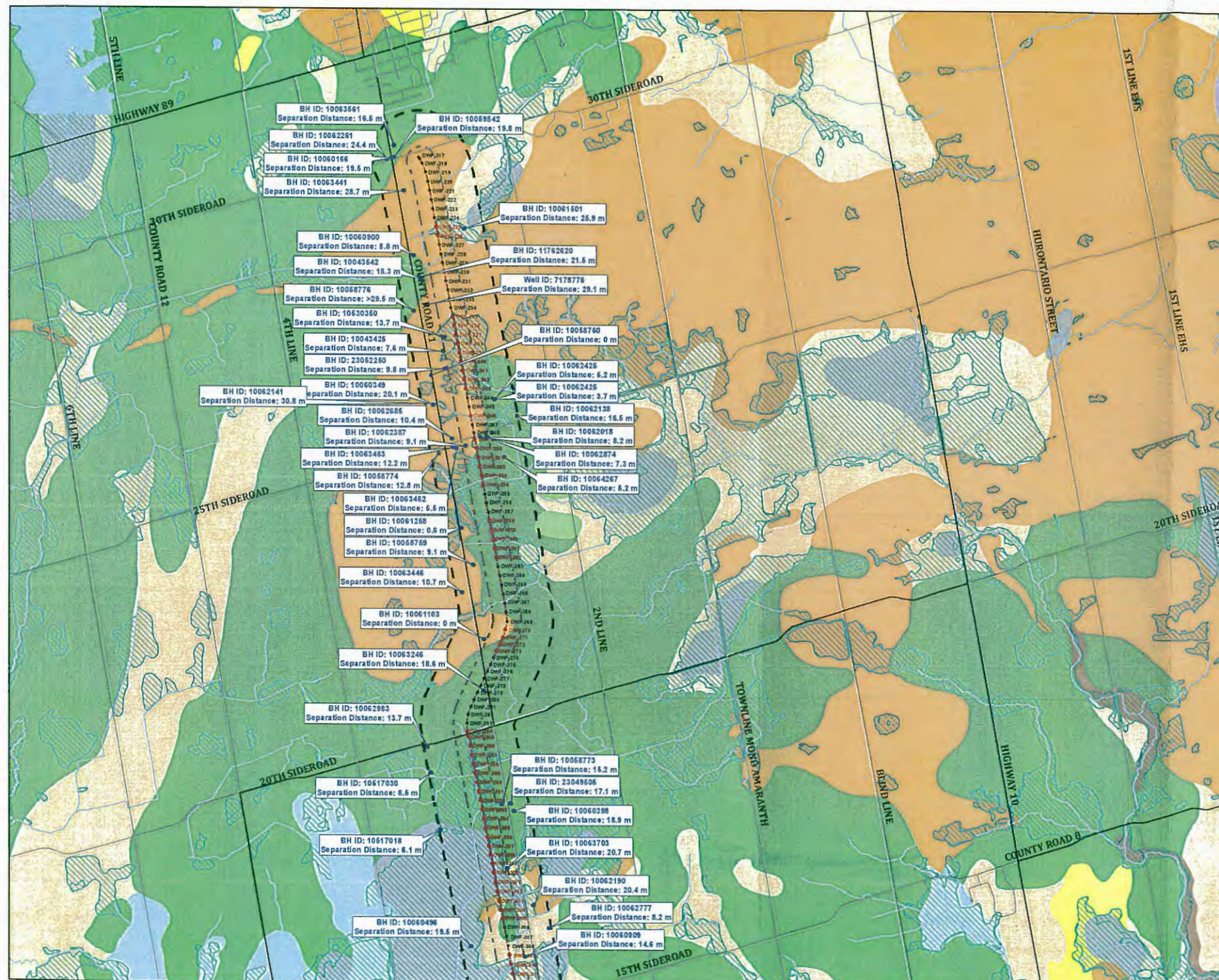
Separation Distance (m) between base on Pole and top of Utilized Aquifer

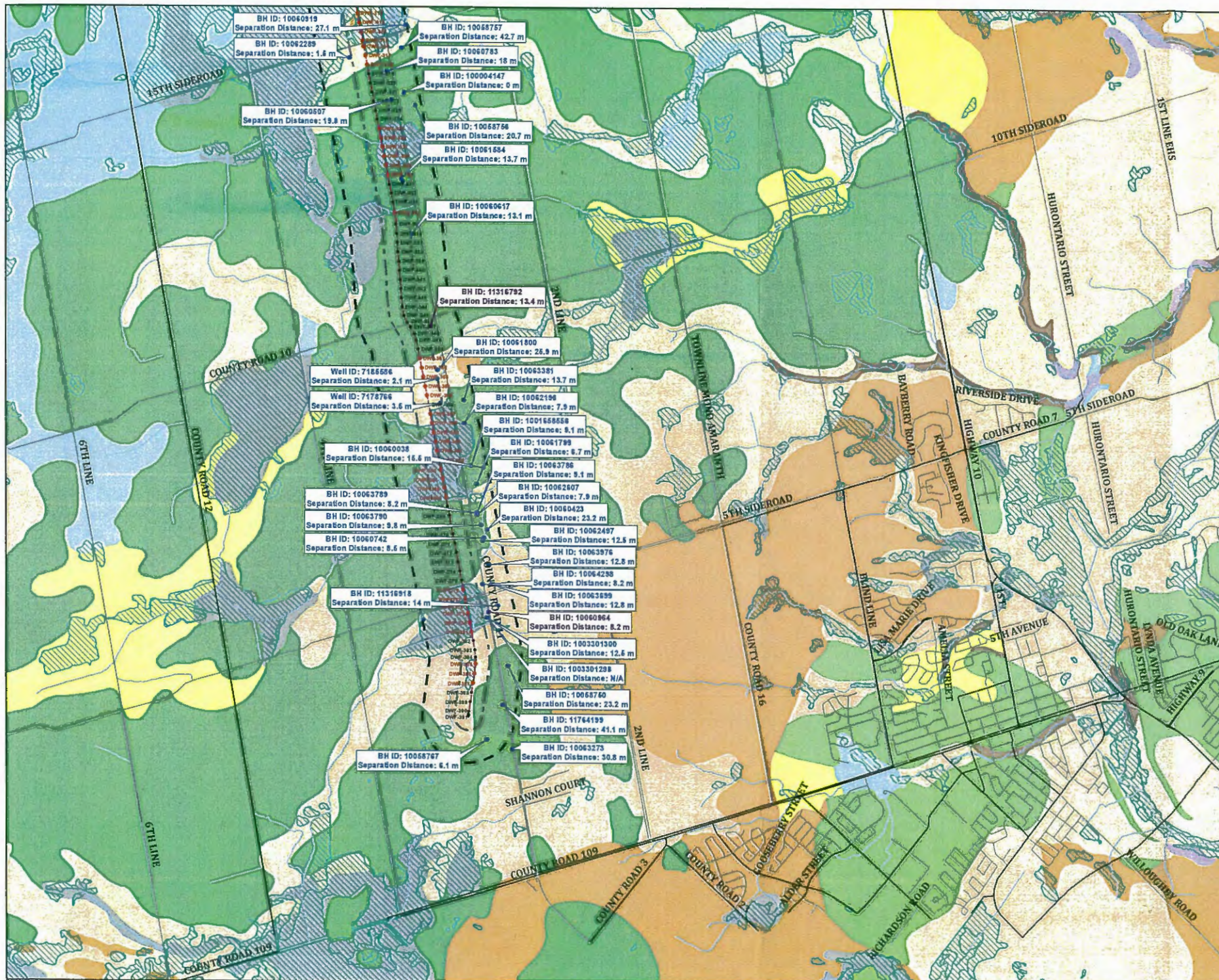


Data Provided By:
Surficial Geology: Ontario Geological Survey
Water Well Records: MOE Water Well Records Database

Scale: 1:40,000
0 0.5 1 1.5 km

Created By: SLP
Checked By: DR
Date Created: 112311
Date Modified: 070214
File Path: I:\GIS\115199 - Dufferin Wind\2014\ Mapping\MOE Water Well Locations\Map 1 Figure c T-Line Layout.mxd
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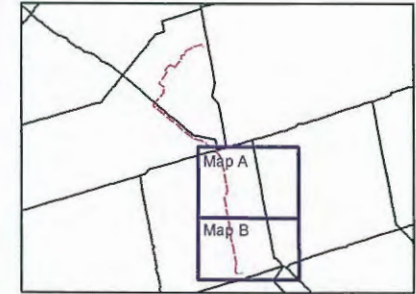




Dufferin Wind Power Project Map 1 Inset B: Pole Foundations Incorporating Surface Sealing

- MOE Water Well Records - Bedrock Well
- MOE Water Well Records - Overburden Well
- Pole Locations
- Pole Location Identified for Surface Sealing
- 230 kV Line
- Major Roads
- Local Roads
- Watercourse
- 500 m Pole Location Setback
- 150 m Pole Location Setback
- Waterbody
- Wetland
- Surficial Geology
- Paleozoic bedrock
- Stone-poor, carbonate-derived silty to sandy till
- Glaciolacustrine-derived silty to clayey till
- Ice-contact stratified deposits
- Glaciofluvial deposits
- Sandy deposits
- Massive-well laminated
- Foreshore-basinal deposits
- Modern alluvial deposits
- Organic deposits

Separation Distance (m) between base on Pole and top of Utilized Aquifer



Data Provided By:
Surficial Geology: Ontario Geological Survey
Water Well Records: MOE Water Well Records Database
1:40,000

Created By: SLP
Checked By: DR
Date Created: 112311
Date Modified: 070214

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ATTACHMENT 1: WATER WELL RECORD INFORMATION

Location	BH/Well ID	Latitude	Longitude	Depth of well (m)	pumped aquifer	depth to bedrock (m)	Depth to top of Overburden aquifer type material (m)	Overburden aquifer material thickness (m)	Static (ftbgs)	Distance between foundation base (9mbgs) and top of next utilized aquifer (m)	Reported Overburden Lithology (ft)/Comments
HIGHWAY #89											
Side Road 30											
	10063561	44.069741	-80.20085	46.3	bedrock	25.6	not present	0.0	25	16.5	clay(61'); clay/rock(23')
	10059842	44.0685980	-80.2008890	29.9	bedrock	29.0	not present	0.0	18	19.8	clay(30'); clay/sand(20'); gravel/clay(45')
	10060166	44.0685550	-80.2011400	33.5	bedrock	28.7	not present	0.0	15	19.5	sand/clay(30'); clay/stones(33'); clay(7'); limestone/clay(24')
	10063441	44.0653375	-80.199585	39.3	bedrock	37.8	not present	0.0	37	28.7	clay (100'); clay/gravel(24')
	10062261	44.068424	-80.201791	43.6	bedrock	33.5	not present	0.0	43	24.4	gravelly clay(23'); clay(39'); hardpan(48')
	10061501	44.061653	-80.19153	37.8	bedrock	35.1	5.5	6.1	65	25.9	clay (18'); sand (20'); clay (77')
	10060900	44.059109	-80.198371	36.0	bedrock	18.0	not present	0.0	35	8.8	clay and boulders (59')
	11762620	44.056996	-80.197514	31.1	bedrock	30.5	0	7.0	34	21.5	sand/stones(23'); clay/silt(62'); clay/limestone(15')
	10049542	44.056805	-80.197317	29.3	bedrock	27.4	0	4.6	31	18.3	sand (15'); silt/clay/gravel(75')
	10058776	44.053752	-80.19838	38.7	bedrock?	>38.7	17.6	9.8	48	>29.5	clay(58'); sand(32'); clay/gravel(37')
	7178776	564337	4878220	48.8	bedrock	32.3	not present	0.0	58	32.3	clay/stones(15'); clay(20'); clay/silt (55'); clay(16')
	10530350	44.051202	-80.194258	28.7	bedrock	22.9	2.8	5.2	21	13.7	sand/silt (9'); sand(17'); clay (27'); gravel and clay (22')
	10043425	44.049808	-80.194453	17.4	bedrock	16.8	not present	0.0	22	7.6	clay (55')
	23052250	44.048149	-80.194238	19.8	bedrock	18.9	not present	0.0	23	9.8	clay (62')
	10058760	44.047496	-80.196042	30.5	bedrock	28.0	0	28.0	20	0.0	sand(92')
	10060349	44.044632	-80.195856	35.7	bedrock	29.3	not present	0.0	20	20.1	clay (96')
	10062141	44.044773	-80.196828	38.7	bedrock	30.8	not present	0.0	18	21.6	clay/sand(64'); clay/boulders(37')
	10062425	44.045149	-80.187598	38.1	bedrock	14.3	0	12.8	26	3.7	sand(42'); clay/stones(5')
	10062138	44.043507	-80.184526	24.4	bedrock	16.5	not present	0.0	29	15.2	sand/clay(54')
	10062685	44.041337	-80.193355	28.3	bedrock	19.5	not present	0.0	26	10.4	sand/clay(33'); clay/gravel/stones(31')
Side Road 25											
	10062425	44.045149	-80.187598	38.1	bedrock	14.3	0	12.8	26	5.2	sand(42'); clay/stones(5')
	10062018	44.041472	-80.189572	20.4	bedrock	17.4	not present	0.0	7	8.2	sand (18'); sand/clay (36'); clay/gravel (3')
	10062874	44.041493	-80.188721	26.8	bedrock	16.5	0	9.1	10	7.3	sand(30'); clay/gravel(24')
	10062387	44.040622	-80.191556	37.2	bedrock	18.3	not present	0.0	25	9.1	sand(7'); clay/stones(53')
	10063462	44.040405	-80.192793	78.6	bedrock	14.6	not present	0.0	18	5.5	clay/stones(9'); silt/gravel(38')
	10058774	44.039918	-80.195121	28.7	bedrock	21.9	0	10.4	20	12.8	sand(34'); clay/gravel/sand(38')
	10063463	44.040489	-80.19318	42.0	bedrock	21.3	2.1	11.9	17	12.2	silt(7'); sand(31'); clay/gravel(6'); gravel/sand(8'); clay(2'); gravel/silt/sand(16')
	10064267	44.039531	-80.18634	41.5	bedrock	14.3	6.4	0.6	9	5.2	silt(21'); gravel(2'); silt/gravel/rock(23'); clay(1')
	10061258	44.032704	-80.192261	15.8	bedrock	9.8	2.1	3.7	12	0.6	clay(7'); sand (12'); clay (13')
	10058759	44.029109	-80.19065	24.7	bedrock	18.3	not present	0.0	24	9.1	dug(20'); clay/sand (30'); clay/stones(10')
	10063446	44.026455	-80.192196	44.2	bedrock	19.8	not present	0.0	20	10.7	sand/clay(15'); clay/stones/sand(50')
	10061103	44.021878	-80.189288	47.2	bedrock	13.1	0	13.1	-1	0.0	sand(15'); gravel(28')
	10063246	44.016909	-80.189356	54.9	bedrock	27.7	not present	0.0	5	18.6	clay/sand(16'); clay/gravel/stones(47'); sandy clay/gravel (28')
Side Road 20											
	10062983	44.011471	-80.197053	29.0	bedrock	22.9	not present	0.0	4	13.7	clay(18'); clay/stones(57')
	10517030	44.008983	-80.196589	23.2	bedrock	17.7	not present	0.0	5	8.5	clay/stones(5'); clay(29'); clay/gravel(24')
	10058773	44.005936	-80.187111	29.9	bedrock	24.4	not present	0.0	18	15.2	dug(40'); clay/stones(40')
	23049505	44.00599	-80.185877	38.4	bedrock	26.2	not present	0.0	n/a	17.1	clay/stones/sand(37'); clay/stones(49')
	10060398	44.005258	-80.185473	43.3	bedrock	28.0	not present	0.0	20	18.9	clay(92')
	10517018	44.0035	-80.195341	29.6	bedrock	25.9	15.2	10.7	24	6.1	clay/stones(9'); clay(41'); gravel/stones(35')
	10063703	43.999763	-80.186397	51.5	bedrock	29.9	0	5.5	17	20.7	sand(18'); clay/stones/till (80')
	10062190	43.996191	-80.182952	29.6	bedrock	29.6	0	5.5	16	20.4	gravel/sand(11'); clay(56'); sand(5'); clay(7'); clay/gravel(15'); clay(3')
	10062777	43.993961	-80.180825	25.0	bedrock	17.4	10.7	1.8	1	8.2	clay/sand(15'); sand/clay/boulders(20'); sand(6'); sand/gravel/clay(46')
	10060496	43.992263	-80.191338	36.9	bedrock	33.5	n/a	n/a	8	19.5	dug(35'); clay/boulders(59'); stones(16')
	10060909	43.99123	-80.184092	50.3	bedrock	23.8	not present	0.0	2	14.6	clay/boulders/gravel/stones(78')
	10060919	43.987593	-80.179154	54.9	bedrock	36.3	not present	0.0	0	27.1	clay/boulders(57'); clay/gravel(34'); clay/boulders(28')
Side Road 15											
	10062289	43.984451	-80.186717	21.3	bedrock	10.7	0	3.7	n/a	1.5	sand(12'); clay(23')
	10058757	43.985355	-80.179733	55.8	bedrock	42.7	n/a	n/a	45	42.7	dug(46'); boulders/clay(94')
	10060783	43.983109	-80.18171	34.1	bedrock	27.1	15.2	5.5	15	18.0	clay/stones(50'); sand(18'); clay/boulders (21')
	1000041471	43.981094	-80.179422	55.5	bedrock	29.3	0.0	29.3	16.2	0.0	sand(96')
	10060507	43.980404	-80.181123	32.9	bedrock	29.0	7.9	7.3	15	19.8	clay(15'); hardpan(11'); sand(24'); hardpan/gravel(48')
	10058756	43.979841	-80.177914	56.3	bedrock	29.9	not present	0.0	14	19.8	clay/stones(30'); sand/clay(65'); clay(3')
	10061584	43.972743	-80.179982	50.3	bedrock	22.9	not present	0.0	9	13.7	clay/sand (67'); clay/boulders(8')
	10060617	43.967456	-80.178521	65.5	bedrock	28.0	22.3	5.8	40	13.1	clay/gravel (73'); sand (19')

ATTACHMENT 1: WATER WELL RECORD INFORMATION

Location	BH/Well ID	Latitude	Longitude	Depth of well (m)	pumped aquifer	depth to bedrock (m)	Depth to top of Overburden aquifer type material (m)	Overburden aquifer material thickness (m)	Static (ftbgs)	Distance between foundation base (9mbgs) and top of next utilized aquifer (m)	Reported Overburden Lithology (ft)/Comments
Side Road 10											
	11316792	43.958607	-80.176129	24.7	overburden	>24.7	4.6	6.7	n/a	13.4	gravel(15'); gravel/clay (59'); gravel(7')
	10061800	43.954252	-80.17525	61.0	bedrock	35.1	11.6	23.5	4	25.9	sandy clay(12'); clay/stones(26'); stones(77'); shale/stones(33') - layer described as stones has been conservatively interpreted as an aquifer
	7185586	566166	4867025	49.4	bedrock	11.3	not present	0.0	3	2.1	clay/stones(39')
	7178766	566197	4866767	30.5	bedrock	17.1	12.5	4.6	8.3	3.5	clay(12'); clay/stones(29')
	10063381	43.951355	-80.171813	50.6	bedrock	22.9	not present	0.0	32	13.7	silty clay(14'); clay till (44'); clay(17')
	10062196	43.949076	-80.171721	34.1	bedrock	17.1	not present	0.0	12	7.9	clay/sand(13'); clay(8'); clay/gravel(35')
	1001658556	43.944974	-80.170921	22.3	bedrock	18.3	not present	0.0	6	9.1	gravel/clay(60')
	10060038	43.944754	-80.169151	51.8	bedrock	24.7	not present	0.0	15	15.5	clay(19'); gravel/clay(63')
	10061799	43.943213	-80.170194	50.3	bedrock	15.8	not present	0.0	4	6.7	sandy clay(12'); clay/stones(7'); clay/rock(33')
	10063789	43.940385	-80.170147	21.3	bedrock	17.4	not present	0.0	n/a	8.2	clay(20'); clay/sand(28'); clay/stones(9')
	10063786	43.940412	-80.170172	68.6	bedrock	18.3	not present	0.0	n/a	9.1	clay(21'); clay/stones(39')
	10062607	43.940232	-80.170148	21?	bedrock?	??	17.1	3.7	n/a	7.9	clay/stones(56'); gravel/sand(12')
	10063790	43.939229	-80.169578	30.5	bedrock	18.9	not present	0.0	1	9.8	clay/stones(20'); gravel/clay(3'); clay/stones(39')
	10060423	43.938737	-80.168774	42.0	bedrock	32.3	not present	0.0	30	23.2	clay/stones(80'); sand/clay(26')
	10060742	43.938002	-80.169245	18.3	bedrock	19.2	17.7	0.6	2	8.5	clay(58'); gravel(2')
	10062497	43.937697	-80.169411	25.0	bedrock	21.6	not present	0.0	6	12.5	clay/boulders(71')
	10063976	43.935369	-80.168685	24.4	bedrock	21.9	not present	0.0	6	12.8	clay(53'); sand/clay/stones(19')
	10064298	43.933492	-80.169446	21.3	bedrock	18.3	15.2	3.0	7	8.2	clay(14'); clay/gravel(20'); clay/silt(16'); sand/silt(7'); gravel/sand(3')
	10063699	43.933484	-80.168275	31.4	bedrock	21.9	not present	0.0	13	12.8	clay/silt(37'); silt/gravel(35')
Side Road 5											
	11316918	43.931379	-80.167335	35.9	bedrock	23.2	not present	0.0	22	14.0	silty/clay(59'); gravel/silt/stones(17')
	10060964	43.930795	-80.168722	18.3	overburden	>18.2	17.4	1.0	6	8.2	clay(57'); gravel(3')
	1003301300	43.930248	-80.168983	67.1	bedrock	21.6	not present	0.0	5	12.5	clay/stones(32'); clay/gravel(39')
	1003301298	43.930238	-80.168921	n/a	n/a	n/a	n/a	n/a	5	n/a	n/a
	10058750	43.925564	-80.166216	32.3	bedrock	32.3	not present	0.0	40	23.2	dug(50'); sand/clay(20'); clay/silt (36')
	11764199	43.921779	-80.166933	67.1	bedrock	50.3	not present	0.0	91	41.1	sandy clay(60'); clay(21'); clay/stones(84')
	10058767	43.918436	-80.169143	43.0	bedrock	36.9	15.2	21.6	60	6.1	clay/gravel(50'); sand/boulders(60'); gravel(11')
	10063273	43.917494	-80.165818	42.7	bedrock	39.9	not present	0.0	69	30.8	clay(50'); sand/clay(65'); clay/rock(16')



MEMO

TO: Gary Tomlinson, MOECC Senior Environmental Officer

FROM: Darin Burr, Dillon Consulting Limited.

DATE: September 11, 2014

SUBJECT: Response to Ontario Ministry of the Environment and Climate Change (MOECC) September 10, 2014 inquiry regarding Dufferin Wind Power Transmission Line Pole Impact Assessment/Mitigation Measures – Sealing Protocol for Caisson poles

OUR FILE: 13-8287

CC: David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Limited.
Don McKinnon, Project Manager, Dillon Consulting Limited.
Chad McAllister, Rebecca Crump; Longyuan Power

This memorandum provides our response to MOECC questions provided via teleconference on September 10, 2014 regarding surface sealing protocols for the hydro poles that are constructed using 8' (2.4m) diameter caisson foundations.

As discussed during the teleconference, surface sealing protocols will be as follows:

- a) Bentonite surface seal between the steel caisson and the surrounding ground is to be a minimum of 2' (0.61m) in vertical thickness.
- b) The horizontal width of the seal is to be field determined based on the geometry of the annular space that is present between the side of the steel caisson and the native ground (that has been filled with gravel as part of foundation construction).
- c) The width of the seal is to be a minimum of 6" (0.15m) and extend into the native surrounding soil so that the bentonite seal extends past the underlying granular material that was placed during pole construction
- d) For situations where the width of the seal is >6" (0.15m), the depth of the top of the bentonite seal will be placed to a sufficient depth to allow at least 0.30 m of gravel to be placed on top of the bentonite seal. The material placed over the bentonite seal will be self-compacting gravel to provide physical protection of the seal.

Respectfully submitted,

Darin Burr, M.Sc., P.Geo.
Dillon Consulting Limited



MEMO



TO: Gary Tomlinson, MOECC Senior Environmental Officer

FROM: Darin Burr, Dillon Consulting Limited

DATE: October 20, 2014

SUBJECT: Modifications to Surface Ceiling Protocols at Select T-Pole Locations constructing using Vibro Drill

OUR FILE: 13-8287

CC: Erick Matthiesen, Construction Manager, Longyuan Power
David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Limited
Don McKinnon, Project Manager, Dillon Consulting Limited
Chad McAllister, Longyuan Power
Rebecca Crump, Longyuan Power

This memorandum provides our recommendation to modify the surface ceiling requirements at select transmission pole (T-pole) locations that were constructed using the vibration drill method (Vibro Drill). The T-pole locations include: #354, #357, #358, #359, #360, #361, #362, #363, #364, #365, #366 and #367. The reason for the request is that the construction method used at these locations differs from the standard installation methods on which the sealing protocols as outlined in the Dillon July 4, 2014 technical memorandum were developed.

Dufferin Wind Power (DWP) informed Dillon that foundations for these poles were constructed using a Vibro drill unit. The construction process, as described by DWP, is as follows. A crane is used to lift the steel casing (e.g., liner made of steel pipe) over the foundation area, and the steel casing is vibrated into the ground to the required depth (6.4 metres to 9.1 metres below ground surface). Soil has not been removed at this stage of construction. The casing diameter is 1.07 metres (42") or 1.22 metres (48"), depending upon location. Once the casing is installed, soil in the interior of the casing is removed using an auger. The transmission pole is then placed into the steel casing and the interior annular area between the casing and the pole is backfilled with gravel.

The construction process does not produce annular space between the exterior of the steel casing and the adjacent ground, and therefore, a preferential pathway for vertical water migration from ground surface into the bedrock aquifer along the exterior of the pipe is not produced. As a result, we recommend that the application of a surface seal exterior to the casings for these pole foundations not be required. Sealing of the interior of the casing (between the interior casing walls and the wooden pole) will still be performed following sealing protocols outlined in the Dillon July 4, 2014 technical memorandum.

MEMO



TO: Gary Tomlinson, MOECC Senior Environmental Officer

FROM: Darin Burr, Dillon Consulting Limited

DATE: October 29, 2014

SUBJECT: Modifications to Surface Sealing Protocols at Transmission Pole Foundation #316

OUR FILE: 13-8287

CC: Erick Matthiesen, Construction Manager, Longyuan Power
David Restivo, Environmental Monitoring Project Manager, Dillon Consulting Limited
Don McKinnon, Project Manager, Dillon Consulting Limited
Chad McAllister, Longyuan Power
Rebecca Crump, Longyuan Power

This memorandum provides our recommendation to modify the surface sealing requirements at transmission pole (T-pole) location #316. T-pole #316 is located directly south of 15th Side Road, along the transmission power line corridor. The pole was identified as requiring a surface seal in Dillon's July 24, 2014 technical memorandum issued to MOECC. Information on the construction of T-pole #316 was provided to Dillon from PowerTel Utilities Contractors Limited (PowerTel), who constructed the pole foundation.

T-pole #316 was installed in late July, 2014. Subsequent to pole installation, a borehole was drilled nearby to a depth of 12.8 metres below ground surface (mbgs) to assess subsurface conditions. Reported soil conditions were organic soils at surface, underlain by sand and silt to a depth of 2.29 m (top 1.5 m was not sampled). Silt till was observed between 2.29 mbgs and 7.01 mbgs, which overlaid sand, and some gravel and silt layers to the base of the borehole. Bedrock was not encountered during drilling. Saturated (i.e., flowing sand conditions) sands were noted by the contractor at a depth of 7.0 mbgs.

As a result of the "flowing sand" conditions, the construction technique for the foundation was modified. As reported by PowerTel, foundation construction involved first vibrating (using the Vibro Drill method) a 1.83 m (72") diameter steel liner to a depth of 5.5 m. No soil was removed at this time. A second 1.22 m (48") diameter steel liner was vibrated into the ground within the 1.83 m liner to an approximate depth of 5.8 m. As a result of the oversaturated conditions in the soil, the material between the two liners was unconsolidated and loose. A tremie pipe was inserted between the two liners to the base of the outer liner and cement was injected. The cement displaced the saturated soil material that was between the two liners resulting in the entire annular space being filled with cement. Following placement of the cement, soil within the interior of the 1.22 m diameter liner was removed by augering. To offset hydrostatic pressure from the base of the liner, water was used during the augering process to maintain a head in the liner. Following removal of the soil, the pole was installed, and cement was tremied into the annular space. A 0.6 m (2') wide, 2.13 m (7') diameter corrugated steel pipe (CSP) pole crib was placed at ground surface overtop of the ends of the 1.83 m and 1.22 m diameter liners, and filled with cement. In total, the contractor reported that approximately 18 m³ of cement was used for the pole installation.

Technical Memorandum

Dufferin Wind Farm Project Transmission Pole Impact Assessment

Page 2

Considering the construction techniques used at T-pole 316, application of a surface bentonite seal as per methods outlined in Dillon's July 24, 2014 memorandum are not deemed to be required. The outer steel liner was installed using a vibration method which would not produce an annular space between the liner and the surrounding soil. Furthermore, cement was placed to fill the annular space between the two liners and the pole, and therefore, development of preferential pathways for surface flow to enter into the aquifer is not expected.

We trust that this memorandum meets your needs at this time. If you have any questions about the recommended alterations to the surface sealing protocol for this pole foundation, please contact the undersigned.

Respectfully submitted,



Darin Burr, M.Sc., P.Geo.
Dillon Consulting Limited



Denise Holmes

From: Rebecca Crump <rebecca.crump@clypg.ca>
Sent: January-09-15 2:36 PM
To: 'Denise Holmes'; jtelfer@townofshelburne.on.ca; suestone@amaranth-eastgary.ca; cao@dufferincounty.ca
Cc: 'Erick Matthiesen'; 'Dan Bernhard'; 'Michelle Sage'
Subject: Dufferin Wind Farm - Declaration of Commercial Operations

Dear: Sonya, Denise, Sue and John:

Yesterday the Independent Electricity System Operator (IESO) confirmed that the Dufferin Wind Farm achieved Commercial Operations on December 1, 2014.

Now that DWP is operational please direct all general questions/comments to our Operations team.

DWP Operations Staff

Erick Matthiesen, Operations Manager - erick.matthiesen@clypg.ca
Dan Bernhard, Assistant Operations Manager - dan.bernhard@clypg.ca
Michelle Sage, Administrative Assistant - michelle.sage@clypg.ca

Our Address:

Dufferin Wind Power Inc.
Operations and Maintenance Facility
705357 County Road 21
Melancthon, ON L9V 2A3
519-925-5599 (*please be advised we are still ironing out the kinks in the phone system, so please use email for the next 2 weeks until the phone system is fully functional*)
Info@dufferinwindpower.ca

Sincerely,

Rebecca Crump
Director of Development
Longyan Canada Renewables Ltd.
(647) 880-7473

Total Control Panel

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To: dholmes@melancthontownship.ca [Remove](#) this sender from my allow list
From: rebecca.crump@clypg.ca

You received this message because the sender is on your allow list.

Except from Agreement dated July 31, 2013
between DOP1 & Melancthon Township

July 30, 2013

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

COMMUNITY DEVELOPMENT CONTRIBUTION PART

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

$$\begin{array}{r} 18 \times 7,333 = \$131,994 \\ 31 \times 4,266 = \$132,246 \\ \hline \$264,240. \end{array}$$


Denise Holmes

From: Terry Horner <thorner@mulmurtownship.ca>
Sent: December-04-14 1:52 PM
To: 'Denise Holmes'
Cc: Heather Boston
Subject: NCRCC Agreement

Hi Denise: Council at yesterday's meeting has decided that they are going to have a Township wide recreation committee instead of two separate committees. Please accept this as notice for the termination of the NDRCC agreement.
Council has asked that I arrange a deputation to your Council in early January to discuss financial arrangements for the use of the community centre in Honeywood. Please let me know the date and time for the deputation.

Regards,

Terry Horner, A.M.C.T. | CAO/Clerk
Township of Mulmur | 758070 2nd Line East | Mulmur, Ontario L9V 0G8
Phone 705-466-3341 ext. 222 | Fax 705-466-2922 | thorner@mulmurtownship.ca

Thursday, Jan. 15th
@ 5:30 pm




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.

Total Control Panel [Login](#)

To: dholmes@mcclanthonetownship.ca [Remove](#) this sender from my allow list
From: thorner@mulmurtownship.ca

You received this message because the sender is on your allow list.

AGREEMENT made as ofNovember 5/09.....

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR,
hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON,
hereinafter referred to as "Melancthon"

This agreement Witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree as follows:

1. The Committee, to be called the "North Dufferin Recreation and Community Centre Committee", hereafter referred to as the "N.D.R.C.C. Committee", is hereby formally recognized.
2. This agreement shall continue in force until terminated.
3. This Agreement may be amended at any time by the mutual consent of both councils, expressed by bylaw.
4. Either Council may terminate this Agreement at any time, by giving thirty days written notice to the other council.
5. The N.D.R.C.C. Committee shall conduct its' proceedings in accordance with the Township of Mulmur's procedural by-law, and the specific provisions contained within this agreement.
6. This Agreement reflects the existing non-formalized agreement between Mulmur and Melancthon with respect to the establishment and operation of a recreation committee and shall form part of the respective by-laws of Mulmur and Melancthon, establishing the N.D.R.C.C. Committee.

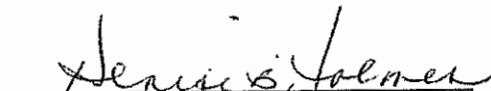
FOR THE CORPORATION OF
THE TOWNSHIP OF MULMUR:


MAYOR - GORDON MONTGOMERY


CLERK - TERRY HORNER

FOR THE CORPORATION OF
THE TOWNSHIP OF MELANCTHON:


MAYOR - DEBBIE FAWCETT


CLERK - DENISE HOLMES

A Joint North Dufferin Recreation & Community Centre Committee is hereby established in accordance with procedures set out herein, and refers to the arena and community centre in Honeywood, as well as the adjacent grounds.

Section A - Definitions

The following definitions shall be used when referring to this policy:

- 1.0.0 **"North Dufferin Recreation & Community Centre Committee"** means the Committee which is comprised of representatives of both Councils of the Township of Mulmur and the Township of Melancthon, representatives of Honeywood Figure Skating and Honeywood Minor Hockey, and members of the general public and may hereafter be referred to as the "N.D.R.C.C. Committee" or "Committee".
- 2.0.0 **"Chair"** shall mean the Head of the N.D.R.C.C. Committee or his/her successor.
- 3.0.0 **"Council"** means the Council of the Township of Mulmur.
- 4.0.0 **"Member"** means a Member of the Committee.
- 5.0.0 **"Meeting"** means any Regular, Special or other Meeting of the Committee.
- 6.0.0. **"Mulmur"** means The Corporation of the Township of Mulmur.
- 7.0.0 **"Melancthon"** means The Corporation of the Township of Melancthon.
- 8.0.0 **"Vice Chair"** shall mean a Member of the Committee appointed by Resolution who may act in the Chair's place and stead, during the Chair's absence through illness, etc.; and, while so acting, such Member has and may exercise all the rights, powers and authority of the Head of the Committee.

Section B – Responsibilities of the N.D.R.C.C. Committee

- 1.0.0 The Committee shall be responsible for fundraising projects. The Committee has a responsibility not to exceed total budgetary approvals for fundraising projects, or take any action that would create a debt, obligation, or liability beyond the scope of the budget, without first having received the formal approval of Mulmur Township Council.
- 2.0.0 The Committee shall encourage co-operation and partnerships with volunteers, community groups or committees to promote and operate individual recreation programs and provide input to Council on any such issues.
- 3.0.0 The Committee shall provide input to Council on any other recreation issues or issues pertaining to the operation of the facility.

Section C – Committee Membership

- 1.0.0 The membership of the N.D.R.C.C. Committee shall be as follows:
 - 1.0.1 Two members of the Township of Mulmur Council;
 - 1.0.2 One member of the Township of Melancthon Council;
 - 1.0.3 One member representing Honeywood Figure Skating.
 - 1.0.4 One member representing Honeywood Minor Hockey.
 - 1.0.5 One resident or ratepayer of Mulmur Township who is not a member of a municipal council. This provision may be altered depending on the availability of volunteers.
 - 1.0.6 One resident or ratepayer of Melancthon Township who is not a member of a municipal council. This provision may be altered depending on the availability of volunteers.
 - 1.0.7 Each Council may appoint an alternate for 1.0.1 and 1.0.2 respectively.

- 2.0.0 Councillor appointments to the Committee shall be for a term of two calendar years, and every member is eligible for reappointment. The members appointed at large will have one appointed each year in order to stagger the appointments.
- 3.0.0 The Recreation Committee shall annually elect a Chair and a Vice-Chair from among its members and the Chair and Vice-Chair are eligible for re-election.
- 4.0.0 Where any member of the Committee absents him/her self from Three (3) consecutive regular meetings, without the consent of the Committee, the member shall be removed.
- 5.0.0 **Special Committee**
A Special Committee shall be one established to perform a specific mandated function. It exists only as long as may be necessary to discharge that function.

Section D – Regulations

Part One – Operational Procedures

- 1.0.0 **Regular Meetings of Committee**
Meetings of the Committee are to be held on the second (2nd) Tuesday of a month at 7:00 p.m. as required.
- 2.0.0 **Location of Meetings**
Regular Meetings of the Committee will be held in the Norduff Room at the facility or as decided by the Committee.
- 3.0.0 **Cancellation and Rescheduling of Meetings**
Where no fundraising projects or other routine business requires the calling of a meeting, the meeting will be deferred to the next regularly scheduled meeting date. Occasionally, other meetings may be held in preparation for fundraising events outside this normal meeting schedule. If no quorum is present and the nature of the business does not allow deferring the meeting one month, the Recording Secretary shall attempt to arrange another meeting date acceptable to the majority of the members.
- 4.0.0 **Regular Meeting Agenda**
The Recording Secretary shall prepare the Agenda with input from other staff. The Recording Secretary shall review the Agenda with the Chair prior to final distribution, which includes the Township of Mulmur website.
- 5.0.0 **Order of Business**
The business before the Committee shall be dealt with in the following order:
- A) Call to Order
 - B) Approval of Agenda
 - C) Declaration of Pecuniary Interests
 - D) Approval of Minutes
 - E) Business Arising from Minutes
 - F) Delegations
 - G) Updates from Mulmur Council/Staff
 - H) Correspondence/Reports
 - I) Old & New Business
 - J) Closed Session (if required)
 - K) Items for Future Meetings
 - L) Adjournment
- 6.0.0 **Notice of Meeting**
The Recording Secretary shall make available an Agenda and the previous meeting's minutes and if possible, any other documentation at least two (2) days prior to the meeting via email. Paper copies of all documents will be provided at the meeting.
- 7.0.0 **Quorum**
7.1.0 A quorum of the Committee shall be a majority of the total Members (7) thereof, that is four (4) Members.

8.0.0 Minutes

- 8.1.1 Minutes of transactions of the Committee shall be maintained. At each Meeting of the Committee, the Minutes of the previous Meeting shall be submitted for confirmation or amendment and once approved, shall be signed by the Committee Chair and Recording Secretary. The draft Minutes shall be submitted to each council as soon as possible to meet Council agenda deadlines and to keep Councils of both participating municipalities informed of the Committee's activities. Should any meeting minutes be amended by the Committee, the approved version of the minutes shall then be circulated to both participating municipalities. Should the Recording Secretary not be able to attend a meeting, and a quorum is present, the Chair will ask for a volunteer from the Committee to assume the responsibilities of the Recording Secretary.
- 8.1.2 Attendance of Committee Members shall be recorded in the Minutes of all Regular and Special Meetings.

9.0.0 Financials

- 9.1.0 The Township of Mulmur shall be solely responsible for the financial operation of the facility. The Committee's financial responsibility is limited to fundraising projects only within approved budget limits. Should fundraising projects exceed the approved budget, any further expenditures must be approved by Mulmur Township Council before proceeding.
- 9.2.0 The books and accounts of the Committee, including all revenues and expenditures, shall be under the control and custody of the Treasurer of the Township of Mulmur and they shall be audited annually by the Township of Mulmur auditor.
- 9.3.0 By mid September of each year, or as soon as possible thereafter, the Committee shall forward to Mulmur Township Treasurer their current fundraising budget for approvals.
- 9.4.0 The Township of Mulmur shall contribute a yearly operational grant equal to the amount of the annual insurance and audit costs.
- 9.5.0 The Township of Melancthon shall contribute a yearly operational grant in the amount of either \$85 per user with a minimum yearly contribution of \$7,500.
- 9.6.0 Melancthon will work with Mulmur on fundraising issues with respect to capital improvements to the facility.

CORPORATION OF THE

township of mulmur

758070 2nd Line East

Mulmur ON L9V 0G8

TELEPHONE: 705-466-3341 • FAX: 705-466-2922

November 12, 2014



Township of Melancthon

157101 Highway 10,

Melancthon, Ontario. L9V 2E6

Attention: Denise B. Holmes, AMCT

Dear Denise:

Re: Mulmur Melancthon Townline Agreement – Renewal

Mulmur Township Council reviewed the townline agreement that your Council passed and then forwarded on October 20th. Council would like a clause added to include wording on infrastructure capital costs. The suggested wording which could be included as Section 4 is;

"Infrastructure Capital

All infrastructure capital costs over \$10,000 on the common Townline will be shared at the rate of 50 percent per Township. Infrastructure capital includes bridges, culverts, road reconstruction and paving. Infrastructure capital does not include maintenance gravel or calcium. Capital costs include all costs directly attributable to acquisition, construction, development or betterment of the Tangible Capital Asset, including installing the asset at the location and in the condition necessary for its intended use."

Should you have any questions, please do not hesitate to contact me.

Yours truly,

Terry Horner, AMCT

CAO/Clerk.

(2)

JAN 15 2015

THIS AGREEMENT MADE IN TRIPPLICATE THIS 15TH DAY OF OCTOBER, 2014.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF MULMUR,

Hereinafter called "Mulmur" of the first part

-AND-

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF MELANCTHON,

Hereinafter called "Melancthon" of the second part.

WHEREAS according to Section 27(2) of The Municipal Act, 2001, as amended, Chapter 25, the Corporation of adjoining municipalities shall pass a by-law entering into an agreement for the maintenance and repair of any highway forming the boundary between them.

AND WHEREAS Mulmur and Melancthon have agreed to enter into an agreement for the maintenance and repair of any highway forming the boundary between them.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That Mulmur and Melancthon allocate the boundary line road between them as follows:

The Township of Melancthon to be responsible for the maintenance, repair and snow removal between Lots (16) sixteen and (30) thirty inclusive. The Township of Mulmur to be responsible for the maintenance, repair and snow removal between Lots (1) one and (10) ten and Lots (31) thirty-one & (32) thirty-two inclusive, and as well the snow removal from the Mulmur Melancthon Townline, westerly into the intersection in Horning's Mills. The road allowance south of the River Road, the Township of Melancthon and the Township of Mulmur share the cost of maintenance, repair and snow removal. And that this agreement be effective for a period of ten (10) years from the 15th day of October, 2014, to the 15th day of October, 2024.

WITNESS THE CORPORATE SEALS OF THE PARTIES HERETO DULY ATTESTED BY THE HANDS OF THEIR PROPER OFFICERS IN THAT BEHALF.

MAYOR TOWNSHIP OF MULMUR

CLERK TOWNSHIP OF MULMUR

Bill Gill

MAYOR TOWNSHIP OF MELANCTHON

Deanne Spence

CLERK TOWNSHIP OF MELANCTHON

THIS AGREEMENT MADE IN TRIPLICATE THIS 21st DAY OF
October, 2004.

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
MULMUR,**

Hereinafter called "Mulmur" of the first part

-AND-

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
MELANCTHON,**

Hereinafter called "Melancthon" of the second part.

WHEREAS according to Section 27(2) of The Municipal Act, 2001, as amended, chapter 25, the Corporation of adjoining municipalities shall pass a by-law entering into an agreement for the maintenance and repair of any highway forming the boundary between them.

AND WHEREAS Mulmur and Melancthon have agreed to enter into an agreement for the maintenance and repair of any highway forming the boundary between them.

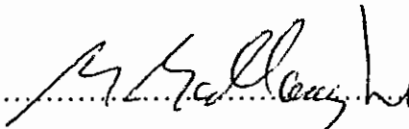
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

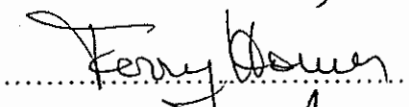
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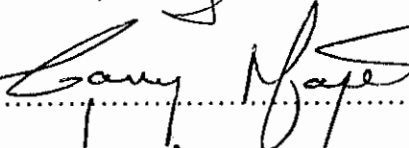
The Township of Melancthon to be responsible for the maintenance, repair and snow removal between Lots (16) sixteen and (30) thirty inclusive. The Township of Mulmur to be responsible for the maintenance, repair and snow removal between Lots (1) one and (10) ten and lots 31 & 32 inclusive, and as well the snow removal from the Mulmur Melancthon Townline, westerly into the intersection in Hornings Mills. The road allowance south of the River Road the Township of Melancthon and the Township of Mulmur share the cost of maintenance, repair and snow removal. And that this agreement be effective for a period of ten (10) years from the 15th day of October, 2004, to the 15th day of October, 2014.

That this agreement be effective for a period of ten (10) years from the 15th day of October, 2004, to the 15th day of October, 2014.

WITNESS THE CORPORATE SEALS OF THE PARTIES HERETO DULY
ATTESTED BY THE HANDS OF THEIR PROPER OFFICERS IN THAT BEHALF.

..........MAYOR TOWNSHIP OF MULMUR

..........CLERK TOWNSHIP OF MULMUR

..........REEVE TOWNSHIP OF MELANCTHON

..........CLERK TOWNSHIP OF MELANCTHON