



## **TOWNSHIP OF MELANCTHON ELECTRONIC MEETING THURSDAY, AUGUST 12, 2021 - 5:00 P.M.**

Join Zoom Meeting

<https://us02web.zoom.us/j/83366955887?pwd=NIhUUzJseWx4R2NzdXJvZ29qNnIJZz09>

Meeting ID: 833 6695 5887

Passcode: 426500

One tap mobile

+14388097799,,83366955887#,,,,\*426500# Canada

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+1 778 907 2071 Canada

+1 204 272 7920 Canada

Meeting ID: 833 6695 5887

Passcode: 426500

### **AGENDA**

- 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 – July 15, 2021**
- 6. Business Arising from Minutes**
- 7. Point of Privilege or Personal Privilege**
- 8. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
- 9. Public Works**
  1. Accounts
  2. Other
- 10. Planning**

1. Applications to Permit
2. Letter from Harvey Lyon regarding Farm Business By-law
3. Other

**11. Strategic Plan**

**12. Climate Change Initiatives**

**13. Police Services Board**

1. Town of Grand Valley Request for Consideration OPP Detachment Boards
2. Motion from Township of Mulmur regarding OPP Detachment Boards
3. Motion from Town of Shelburne regarding OPP Detachment Boards

**14. Committee Reports**

**15. Correspondence**

**Board & Committee Minutes**

1. Mulmur Melancthon Fire Board – May 18, 2021

**Items for Information Purposes**

1. Township of Amaranth letter of support for County of Dufferin Resolution regarding Residential Schools
2. Notice of Passing for the Town of Shelburne – 600 Main Street East
3. Toronto Decisions City Council – Building the Early Learning and Child Care System Toronto Needs
4. Toronto Report – General Government and Licensing Committee
5. Township of Huron-Kinloss supports the Town of Cochrane Motion to Include the PSA test for Men into the Medical Care
6. Township of Huron-Kinloss supports the City of Mississauga in their call upon the Government of Canada to Terminate its Appeal of the 2019 Human Rights Tribunal Ruling
7. Township of Huron-Kinloss supports Chatham Kent and the City of Kitchener Motion Anti-Hate Crimes
8. Township of Clearview Notice of Public Meeting related to Cannabis Within the Whole of the Township

**Items for Council Action**

1. James Webster - Horning's Mills Hall Board Resignation Letter
2. Joint Recreation Subcommittee Recommendation from July 9, 2021 meeting
3. County of Dufferin and Member Municipalities – Emergency Response Plan Final Draft
4. Report from Denise Holmes to Return Deposit to Benjamin and Mary Ann Frey
5. Town of Shelburne Motion – Regarding Report from Denyse Morrissey, CAO, Town of Shelburne - Town of Shelburne Service Delivery Review Report
6. Email from Denyse Morrissey, CAO – Town of Shelburne requesting First Meeting Dates with each Municipality Regarding Smaller Working Group for Service Delivery Review

**16. General Business**

1. Accounts
2. Notice of Intent to Pass By-law
  1. By-law to Provide the Actual Assessment on Part of the No. 48 Drainage Works
  2. By-law to Authorize the Execution of an Agreement between her Majesty the Queen in Right of Ontario as Represented by the

Minister of Infrastructure and the Corporation of the Township of Melancthon (ICIP Funding)

3. New/Other Business/Additions
  1. Motion to Pave the 4<sup>th</sup> Line NE and the 5<sup>th</sup> Line by September 1, 2022 – Councillor Mercer
  2. Motion to Adopt the Land Acknowledgement be Delivered at the Beginning of every Township Council – Councillor Besley and Councillor McLean
  3. Mayor White – Verbal update on Proposed Strada Quarry – 4<sup>th</sup> Line OS
  4. Other/Additions
4. Unfinished Business

**17. Delegations**

1. **5:20 p.m.** - Notice of Public Meeting Regarding a Zoning By-law Amendment on Part of Lot 37, Concession 3 NE, located at 803027 220 Sideroad for the purpose of zoning the subject lands to recognize a deficient lot area (Fraser-Lee)
2. **5:30 p.m.** – Notice of Public Meeting Regarding a Zoning By-law Amendment on Lots 1 and 2, Plan 332, located at 077572 7<sup>th</sup> Line SW for the purpose to permit the establishment of a Feral Cat Rescue Facility as a temporary use (Morden)

**18. Third Reading of By-laws**

**19. Notice of Motion**

**20. Confirmation By-law**

**21. Adjournment and Date of Next Meeting – Thursday, September 2, 2021 – 5:00 p.m.**

**22. On Sites**

**23. Correspondence on File at the Clerk's Office**

**APPLICATIONS TO PERMIT FOR APPROVAL  
Aug 12, 2021 COUNCIL MEETING**

<b>PROPERTY OWNER</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE OF BUILDING</b>	<b>TYPE OF STRUCTURE</b>	<b>USE OF BUILDING</b>	<b>DOLLAR VALUE</b>	<b>D.C.'s</b>	<b>COMMENTS/APPROVED OR NOT APPROVED</b>
Ken Fryer	West Part Lot 13, Con 4 OS 397159 5th Line	111.5 sq m (1200 sq ft)	Steel Storage Building	Storage	\$35,000	NO	approved
Levi Martin Applicant: Eli Sherk	Lot 19, Con 3 NE 198093 2nd Line NE	462.2 sq m (4975 sq ft)	Farm Shed	Farm Shed with Repair Shop	\$100,000	NO	
Paul McMahon	Part Lot 266 & 267, Con 2 NE 197492 2nd Line NE	1026.5 sq m (11070 sq ft)	Horse Arena	Horse Arena	\$150,000	NO	

*Plan #10.1*  
AUG 12 2021

To: Mayor White and Council

RECEIVED

JUL 21 2021

From: ~~Harve Hyon~~

Date: July 7, 2021

Re: Farm Business Bylaw

At the last council meeting various points of the Farm Business Bylaw were briefly discussed. As set out below I would add to that discussion.

The Deputy Mayor stated that cash cropping 200 acres is not profitable. I totally agree. In such instances the shop plays a key, if not the most important, role in making the farm economic. In many cases the small barns, sized for a very limited number of cattle, does little to change the situation. Bigger barns were standard more than 100 years ago. Of course the situation is even worse for the 50 acre farms. It is generally accepted that a 100 acre farm is uneconomic unless an intensive livestock operation is undertaken. Since the shops are absolutely key to the viability of these farms, the value of the shop must figure into the value that the munis are prepared to pay for land. This may be good for the tired old farmer who is shucking land, and of course, real estate agents, but agriculture?

In my opinion the provisions set out in our Farm Business By-law are not consistent with the OP. There are various adjustments that could be made to bring it in line, but probably the easiest thing to do would be to adopt that of Grey Highlands.

There was some discussion about possibly adjusting the 50m separation between shops. In my opinion this provision has served us well. It minimizes the adverse impacts on non-Maynorite landowners, and minimizes the concentration of impacts on our roads. Both impacts were a serious problem prior to implementing the By-law. Of course were we to adopt Grey Highlands By-law. I think we could consider doing away with the required separation between shops.

Councillor Mercer correctly noted that an event facility was not listed as a permitted business. With the potential for conflicts with many accepted farm practices it was assumed that such business (including camp sites) would logically be located on rural lands away from active farming areas. Can a posh wedding reception survive a heavy dose of the hystek bouquet from a recent spreading.

What is often raised is - couldn't we (farmers) be more accomodating. Here I say an emphatic No. The farmer is totally depernent on the weather. A very clear case in point. One of the common uses of the Lystek product is to inject it after the 1st cut of hay has been taken off. I started 1st cut mid-June, and with the weather what it is and has been, I'll be lucky to finish by late July. So what ~~date~~ do I tell the event planner to keep open. No, the only option is to make the booking and take her chances. Farms frequently change hands (especially in the New Survey) and with the change may come a new suite of farming practices. Although it may seem quietly bucolic at the present the future may not be so sweet.

As an aside, Lystek is in the process of expanding it's facility in Dundalk. In the past use of this product was limited by supply. With the expansion the product will be more readily available with wider application. The product is quite popular with the Mennonites

In summary, although the Mennonites will always want more, the provisions of the By-law don't seem to dampen the pace of their land acquisitions. Two new purchases on the 4<sup>th</sup> NE. What is unclear to me is the effect the continually over capitalization of uneconomic 100 acre farms will have on the Township in the longer term.

Respectfully

## Denise Holmes

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**From:** Meghan Townsend <mtownsend@townofgrandvalley.ca>  
**Sent:** Tuesday, July 20, 2021 5:06 PM  
**To:** Susan Stone; Nicole Martin; Denise Holmes; Tracey Atkinson;  
mark.early@townofmono.com; Denyse Morrissey; Karen Landry  
**Subject:** OPP Detachment Boards - proposal  
**Attachments:** Request for Consideration OPP Detachment Boards.pdf

Hello,  
The Town of Grand Valley's Council would like to propose a formal, joint response to the Solicitor General regarding OPP Detachment Board composition for Dufferin County. To our knowledge, this has yet to be completed.  
Please see the attached proposal.  
If you know of any amendments that should be made to this PRIOR to it going to your councils, please let all of us know and I can revise the document and resend it to everyone.  
If no changes are requested, please let us all know what your councils say and if there is consensus, I can fill in the response portal to the Solicitor General.

Thank you,



Meghan Townsend, MPS, BSc, Dipl.M.A. | CAO/Clerk-Treasurer

Town of Grand Valley | 5 Main Street North, Grand Valley, ON L9W 5S6

Tel: (519) 928-5652 | Fax: (519) 928-2275 | [mtownsend@townofgrandvalley.ca](mailto:mtownsend@townofgrandvalley.ca)



**GRAND VALLEY**

## **The Corporation of the Town of Grand Valley**

5 Main Street North  
Grand Valley, ON L9W 5S6  
Tel: (519) 928-5652  
Fax: (519) 928-2275

[www.townofgrandvalley.ca](http://www.townofgrandvalley.ca)

To the Mayors and Councils of  
The Township of Amaranth  
The Township of East Garafraxa  
The Township of Melancthon  
The Town of Mono  
The Township of Mulmur  
The Town of Orangeville  
The Town of Shelburne

July 20, 2021

### **Re: Request for Consideration - OPP Detachment Board Composition**

At their July 13, 2021 meeting, Council for the Town of Grand Valley received an update from the Solicitor General regarding OPP Detachment Boards, in which they request an update on the expected date of submission of outstanding joint proposals. To our knowledge, a single, jointly approved proposal has not been submitted on behalf of all member municipalities of the Dufferin OPP Detachment.

Based on this assumption, Council directed that the Town of Grand Valley take the lead in presenting a proposal to all Dufferin councils for consideration, taking into consideration the resolutions and letters that have been distributed by some of these councils. If this proposal is subsequently approved by all Dufferin councils, Grand Valley would coordinate the submission to the Solicitor General through the prescribed submission portal.

Below, please find the proposal created by the Town of Grand Valley. To create the proposal, Grand Valley considered the resolutions received by our office from Mono, Orangeville, Mulmur and Melancthon. If resolutions or statements from other Dufferin municipalities were created but their input not incorporated into the proposal, the proposal can be amended. Additionally, if further information is available to provide further clarification or justification for the proposal, it can be incorporated prior to submission.

## PROPOSAL TO THE OFFICE OF THE SOLICITOR GENERAL

Upon review of the submission portal, the Solicitor General requests the following information. The corresponding responses to each were derived from the correspondence mentioned above:

<b>Proposal Information</b>	<b>Response from Dufferin Detachment Municipalities</b>
# Boards	4
Municipalities in each board	1 – Town of Orangeville 2 – Town of Shelburne 3 – Townships of Melancthon and Mulmur and the Town of Mono 4 – Townships of Amaranth and East Garafraxa and the Town of Grand Valley
Composition of each board	6 members on each board: 1 – Three (3) Orangeville Council, Three (3) Municipal Appointees 2 – Three (3) Shelburne Council, Three (3) Municipal Appointees 3 – One (1) Council and One (1) Municipal Appointee each from Melancthon, Mulmur and Mono 4 – One (1) Council and One (1) Municipal Appointee each from Amaranth, East Garafraxa and Grand Valley
Administration Resources Needed	Orangeville and Shelburne to provide their own administration. For the other boards, the respective councils shall determine from among them which municipality shall provide staff for secretary and treasury functions and the cost sharing arrangements for their respective boards.
Populations of each municipality	From 2016 Census: Orangeville – 28,900 Shelburne – 8,126 Amaranth – 4,079 Grand Valley – 2,956 East Garafraxa – 2,579 Melancthon – 3,008 Mono – 8,609 Mulmur – 3,478

Multiple Boards justification	<p>Orangeville is the largest urban municipality in Dufferin County with its own unique challenges. Additionally, the Town has only recently transitioned to the OPP for policing services. Therefore, it is desired that they maintain their own detachment board.</p> <p>Shelburne is the other urban area in Dufferin County, and they also only recently completed the process of transitioning policing to the OPP. Due to the newness of this arrangement, and the urban nature of the Town, it is desired that they maintain their own detachment board.</p> <p>The other two groups of municipalities share common issues of rural communities with small urban areas. Two boards will allow the boards to be of reasonable size while allowing all municipalities to be represented by both elected and public members.</p> <p>It is the position of the Dufferin County municipalities that provincial appointees bring nothing to their role that is not already covered by community members appointed by municipalities. We agree with AMO on this position and therefore have not included provincial appointees in our proposed board compositions.</p>
Is there approval for a coordinated response?	Grand Valley will say yes, pending concurrence to this proposal from all Dufferin municipalities.

Thank you for your consideration of this proposal. We look forward to your response.

Sincerely,

Meghan Townsend, MPS, BSc, Dipl.MA  
CAO/Clerk-Treasurer

## Denise Holmes

---

**From:** Roseann Knechtel <rknechtel@mulmur.ca>  
**Sent:** Thursday, August 5, 2021 11:24 AM  
**To:** mtownsend@townofgrandvalley.ca  
**Cc:** Tracey Atkinson; sstone@eastgarafraxa.ca; Nicole Martin; Denise Holmes; mark.early@townofmono.com; Denyse Morrissey; klandry@orangeville.ca; Jennifer Willoughby  
**Subject:** RE: OPP Detachment Boards - proposal

Good Morning Meghan,

Please be advised that the following motion was passed at yesterday's Council meeting:

### OPP Detachment Board Proposal

**Moved by Cufaro and Seconded by Boxem**

THAT Council receives the letter from the Town of Grand Valley;

AND THAT Council receives the motion of recommendation from Mulmur's Police Services Board;

AND THAT Council express their support for the Town of Grand Valley's proposal to the Office of the Solicitor General regarding the Dufferin OPP Detachment Board Composition;

AND FURTHER THAT Council authorizes the Town of Grand Valley to submit the proposal as presented on behalf of the Township of Mulmur.

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro	Y	
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	
<b>CARRIED.</b>		

Please let me know if you have any questions or concerns.

Have a great day,

**Roseann Knechtel, BA, MMC | Deputy Clerk / Planning Coordinator**  
Township of Mulmur | 758070 2<sup>nd</sup> Line East | Mulmur, Ontario L9V 0G8  
Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | [rknechtel@mulmur.ca](mailto:rknechtel@mulmur.ca)  
[Join our email list](#) to receive important information and keep up to date on the latest Township news.

**From:** Jennifer Willoughby <[jwilloughby@shelburne.ca](mailto:jwilloughby@shelburne.ca)>  
**Date:** July 27, 2021 at 1:07:56 PM EDT  
**To:** Denyse Morrissey <[dmorrissey@shelburne.ca](mailto:dmorrissey@shelburne.ca)>, Carey Holmes <[cholmes@shelburne.ca](mailto:cholmes@shelburne.ca)>, Accounts

Payable <[accountspayable@shelburne.ca](mailto:accountspayable@shelburne.ca)>, Fred Simpson <[fred.simpson@townofmono.com](mailto:fred.simpson@townofmono.com)>, suestone@eastgarafraxa.ca, Nicole Martin <[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)>, Denise Holmes <[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)>, Tracey Atkinson <[tatkinson@mulmur.ca](mailto:tatkinson@mulmur.ca)>, Mark Early <[mark.early@townofmono.com](mailto:mark.early@townofmono.com)>, Karen Landry <[klandry@orangeville.ca](mailto:klandry@orangeville.ca)>  
**Subject: RE: OPP Detachment Boards - proposal**

Good Afternoon Meghan

The following resolution was passed at last night's Council meeting:

Motion #7  
Moved By Mayor Mills  
Seconded By Councillor Benotto

THAT Council receives the letter from the Town of Grand Valley for information;

AND THAT Council expresses their support for their proposal.

CARRIED, Wade Mills

Thank You

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

The Town of Shelburne is proactively taking measures to limit the spread of COVID-19. As of July 20<sup>th</sup>, 2021 Town Hall will be open to the public Tuesday to Thursday from 10 am to 2 pm. Scheduled appointments are also available from Tuesday to Friday from 9 am to 4 pm upon request. We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#).

Thank you and stay healthy!

Begin forwarded message:

**From:** Meghan Townsend <[mtownsend@townofgrandvalley.ca](mailto:mtownsend@townofgrandvalley.ca)>  
**Date:** July 20, 2021 at 5:06:15 PM EDT  
**To:** Susan Stone <[ssstone@eastgarafraxa.ca](mailto:ssstone@eastgarafraxa.ca)>, Nicole Martin <[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)>, Denise Holmes <[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)>, Tracey Atkinson <[tatkinson@mulmur.ca](mailto:tatkinson@mulmur.ca)>, "mark.early@townofmono.com" <[mark.early@townofmono.com](mailto:mark.early@townofmono.com)>, Denyse Morrissey <[dmorrissey@shelburne.ca](mailto:dmorrissey@shelburne.ca)>, Karen Landry <[klandry@orangeville.ca](mailto:klandry@orangeville.ca)>  
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Thank you,

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

## Denise Holmes

---

**From:** Jennifer Willoughby <jwilloughby@shelburne.ca>  
**Sent:** Tuesday, July 27, 2021 1:08 PM  
**To:** Denyse Morrissey; Carey Holmes; Accounts Payable; Fred Simpson; suestone@eastgarafraxa.ca; Nicole Martin; Denise Holmes; tatkinson@mulmur.ca; Mark Early; 'Karen Landry'  
**Subject:** RE: OPP Detachment Boards - proposal

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Thank you and stay healthy!

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Thank you,



## **MINUTES**

### **MULMUR-MELANCTHON FIRE BOARD**

**Tuesday, May 18, 2021 at 7:00 p.m.**

**Present:** David Besley, Chair – Melancthon Township  
Ken Cufaro, Vice Chair – Mulmur Township  
Earl Hawkins – Mulmur Township  
Darren White – Melancthon Township  
Mathew Waterfield – Fire Chief  
Brendon Bogers – Deputy Chief  
Heather Boston - Secretary

**1. Call to Order** – meeting was called to order by the Chair at 7:00 pm

**2. Declaration of Pecuniary Interest**

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

No Declarations of Pecuniary interest were stated at this time.

**3. Approval of the Agenda**

**Motion by: Hawkins/Cufaro**

THAT the May 18, 2021 agenda for the Mulmur-Melancthon Fire Board be approved as circulated.

**CARRIED.**

**4. Approval of Previous Meeting's Minutes – April 22, 2021**

**Motion by: Hawkins/White**

THAT the Minutes of the Mulmur-Melancthon Fire Board dated April 22, 2021 be approved as copied and circulated.

**CARRIED.**

*Bd comm #1*

AUG 12 2021

## **5. Delegation to the Fire Board**

### **a) Presentation of the 2020 Financial Statements**

**Motion by: Cufaro/Hawkins**

THAT the Board receive and approve the 2020 Mulmur Melancthon Fire Department Financial Statements as presented.

**CARRIED.**

## **6. Finance**

### **a) Accounts**

**Motion by: White/Cufaro**

THAT the operating accounts as presented in the amount of \$15,500.87 be approved.

AND THAT the capital accounts as presented in the amount of \$201.14 be approved.  
**CARRIED.**

## **7. Old/New Business**

### **a) General Fire Chief Update**

- Well pump and cisterns pump installed
- Working on training facility for sea container
- Had access to a house on River Road for Training
- New recruits doing well

### **b) Fire Chief's YTD Fire Call Report**

**Motion by: Hawkins/White**

THAT the Fire Board receive the Fire Chief's Year-to-Date Fire Call Report.  
**CARRIED.**

## **8. Closed Session**

Closed session pursuant to the Municipal Act, 2001 S.O. 2001, Chapter 25, Section 239: Personal matters about an identifiable individual, including municipal or local board employees and approving the previous closed meeting minutes.

**Motion by: Cufaro/Hawkins**

THAT the Mulmur-Melancthon Fire Board move into Closed Session pursuant to Section 239 (2) (b) of the Municipal Act 2001, as amended at 7:18 p.m. for the following reasons: - personal matters about an identifiable individual, including municipal or local board employees; and approval of past closed meeting minutes and approval of April 22, 2021 Closed Session Minutes.  
**CARRIED.**

**Motion by: Cufaro/Hawkins**

THAT the Mulmur-Melancthon Fire Board adjourn the Closed Session at 7:24 p.m. and return to the regular meeting.  
**CARRIED.**

**Motion by: Hawkins/Cufaro**

THAT the Mulmur Melancthon Fire Board approve the hiring of Everhard Olivieri-Munroe to the position of Volunteer Captain and Volunteer Training Coordinator;  
AND THAT all conditions of the Hiring Policy apply.  
**CARRIED.**

## **9. Correspondence**

- a) OFM Communication – Ontario Fire Service Considerations for Standard Operating Guidelines/Procedures**

## **10. Adjournment**

✱ **Motion by: Hawkins/White**

THAT we do now adjourn at 7:26 pm to meet again on July 20, 2021 at 7:00 pm or at the call of the Chair.  
**CARRIED.**



374028 6TH LINE • AMARANTH ON • L9W 0M6

---

July 14, 2021

County of Dufferin  
30 Centre Street  
Orangeville, Ontario L9W 2X1

Dear Ms Michelle Dunn, Clerk:

Re: Dufferin County Council Motion – Residential Schools

Please be advised that the Council of the Township of Amaranth at the regular meeting of Council of July 7 2021 supported your resolution regarding Residential Schools.

Thank you for your commitment to municipal governance and this very important topic.

Yours truly,

Nicole Martin, Dipl. M.A.  
CAO/Clerk

Info # 1  
AUG 12 2021



**NOTICE OF PASSING OF BY-LAW 30-2021**  
**BY COUNCIL OF THE TOWN OF SHELburne**  
**UNDER SECTION 34 OF THE PLANNING ACT**

**TAKE NOTICE** that the Council of the Corporation of the Town of Shelburne passed By-law 30-2021 on May 31, 2021, under Section 34 of the Planning Act, R.S.O., 1990, C.P. 13, as amended.

The purpose and effect of By-law 30-2021 (File No. Z17/02) is to amend Zoning By-law 38-2007 by changing the zoning of part of the property described legally as Part of Lot 1, Concession 2, Parts 1-9 of Plan 7R-2670 and Parts 1-11 of Plan 7R-5087 and known municipally as 600 Main Street East, in the Town of Shelburne, County of Dufferin, from Residential Type Five (R5); Residential Type Five – Floodplain (R5-F); Employment (M1); Employment - Floodplain (M1-F); and Natural Environment (NE) to Residential Type Five (R5), Residential Type Five Exception Nine (R5-9); Residential Type Five Exception Ten (R5-10), Open Space Recreation - Exception (OSR-2); Open Space Recreation Exception Three (OSR-3) and Natural Environment (NE).

The amendment relates to a Draft Plan of Subdivision and Draft Plan of Condominium (Common Elements), file number DPS 17/01 & DPC 17/01 approved for a 58-unit townhouse development. The site-specific zoning by-law will permit the construction of the new homes planned to be constructed as shown in the draft approved subdivision/condominium plan.

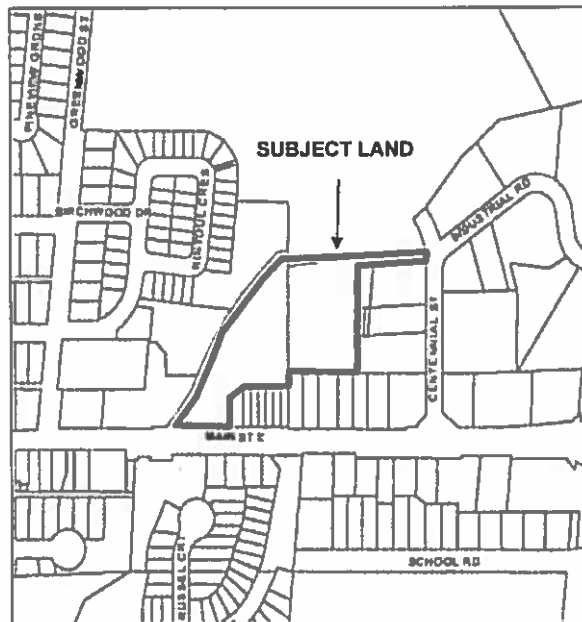
The accompanying map illustrates the location of the land subject to the Zoning By-law Amendment. The Zoning By-law Amendment is in keeping with the Town of Shelburne Official Plan.

**AND TAKE NOTICE** that any person or agency may appeal to the Local Planning Appeal Tribunal in respect of By-law 30-2021 by filing with the Clerk of the Corporation of the Town of Shelburne, not later than the 30<sup>th</sup> day of July 2021, a notice of appeal setting out the objection to the By-law and the reasons in support of the objection accompanied by the prescribed fee required by the Local Planning Appeal Tribunal in the amount of \$300.00, payable to the Minister of Finance. Only individuals, corporations and public bodies may appeal a by-law to the Local Planning Appeal Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf. No person or public body shall be added as a party to the hearing of the appeal unless, before the by-law is passed, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

A copy of the complete By-law 30-2021 is available to the public for inspection on the Town of Shelburne website at [www.shelburne.ca](http://www.shelburne.ca) or on the Town of Shelburne website at [www.shelburne.ca](http://www.shelburne.ca).

Dated this 12<sup>th</sup> day of July, 2021.

Jennifer Willoughby, Clerk  
Town of Shelburne  
203 Main Street East  
Shelburne, ON L9V 3K7  
Phone: 519-925-2600  
Email: [planning@shelburne.ca](mailto:planning@shelburne.ca)



Info # 2

AUG 12 2021



City Clerk's Office

Secretariat  
Marilyn Toft  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

John D. Elvidge  
City Clerk

Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca



In reply please quote:  
Ref.: 21-MM32.12

## ONTARIO MUNICIPALITIES:

**Subject: Member Motion Item 32.12  
Building the Early Learning and Child Care System Toronto Needs (Ward All)**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.

Info # 3  
AUG 12 2021

6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.



for City Clerk

M. Toft/wg

Attachment

Sent to: Prime Minister of Canada  
Premier, Province of Ontario  
Executive Director, Ontario Municipal Social Services Association  
Executive Director, Association of Municipalities of Ontario  
Municipalities in Ontario

c. City Manager

## City Council

### Member Motions - Meeting 32

<b>MM32.12</b>	<b>ACTION</b>	<b>Adopted</b>		<b>Ward: All</b>
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### **Building the Early Learning and Child Care System Toronto Needs - by Councillor Mike Layton, seconded by Councillor Shelley Carroll**

#### **City Council Decision**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.
6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

#### **Summary**

The lack of affordable, high-quality early learning and child care is one of the most significant challenges for families in our City. The pandemic has exacerbated the situation, and

accentuated the importance of child care for Toronto parents.

We have seen the gendered-impact of the pandemic on women. We have experienced the toll on parents, particularly mothers, because of the lack of access to child care. We know women will continue to face huge barriers to equitable participation in our economy if child care is not at the centre of COVID-19 recovery strategies. We also know that underserved communities, low-income and BIPOC families, people with disabilities, and those who are precariously-employed will not share in the benefits of economic renewal without access to affordable child care.

A broad consensus has emerged across all sectors, including business, academic, social service and feminist organizations, that a robust system of accessible, high-quality child care services is essential for Canada's economic renewal. The time is now to make long-awaited progress on child care for Toronto families.

The Government of Canada has recognized that investment in child care is urgently needed, and of national importance, for families and the economy. As part of the Budget 2021, it has committed to build a Canada-wide Early Learning and Child Care system that is affordable, high-quality and accessible for all families. The plan calls for \$30 Billion over 5 years, with an ongoing annual expenditure of \$8.3 Billion. The goal is to reduce fees by 50 percent by 2022, and achieve an average cost of \$10.00 per day by 2026.

The announcement is welcome news for women, their families, and cities across the Country. Toronto manages the second largest system of child care services in the Country, and it is important for our City to show its support for building a strong system of Early Learning and Child Care in Toronto and across Ontario – and that we are ready to work with the Federal and Provincial governments to achieve it.

City Council must reinforce the urgency, and express our willingness to be partners with all levels of government, and to act now, with urgency, to ensure this promise becomes a reality for Toronto children and families.

### **Background Information (City Council)**

Member Motion MM32.12

(<http://www.toronto.ca/legdocs/mmis/2021/mm/bqrd/backgroundfile-166359.pdf>)

City Clerk's Office

**Secretariat**  
Marilyn Toft  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca**In reply please quote:**  
**Ref.: 21-GL23.3**

June 24, 2021

**ONTARIO MUNICIPAL AND REGIONAL COUNCILS:**

**Subject: General Government and Licensing Committee Item 23.3**  
**Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial**  
**Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

  
for City Clerk

M. Toft/wg

Attachment

c. City Manager

## General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
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### Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

#### City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

#### Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

### **Origin**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

### **Summary**

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

### **Background Information (Committee)**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act  
(<http://www.toronto.ca/legdocs/mmis/2021/gl/bqrd/backgroundfile-166871.pdf>)

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

(<http://www.toronto.ca/legdocs/mmis/2021/gl/bqrd/backgroundfile-166872.pdf>)



**The Corporation of the Township of Huron-Kinloss**

P.O. Box 130  
21 Queen St.  
Ripley, Ontario  
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: [info@huronkinloss.com](mailto:info@huronkinloss.com)

Website: <http://www.huronkinloss.com>

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON L1A 0A6  
[justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

August 6, 2021

Re: Copy of Resolution #572

Motion No.: 572

Moved by: Ed McGugan   Seconded by: Carl Sloetjes

THAT the Township of Huron-Kinloss Committee of the Whole supports the Town of Cochrane and the town of Plympton-Wyoming in their request for the Federal and Provincial Governments to have the prostate blood test (PSA test) be included in the national health care system AND directs Staff to circulate as appropriate.

**Carried**

Sincerely,

Kelly Lush  
Deputy Clerk

c.c Honourable Doug Ford, Premier of Ontario ,The Association of Municipalities of Ontario and all Ontario Municipalities

Info #5  
AUG 12 2021

**THE TOWN OF COCHRANE**

171 Fourth Avenue  
Cochrane, Ontario, Canada, P0L 1C0  
T: 705-272-4361 | F: 705-272-6068  
E: townhall@cochraneontario.com



"Via Email: [justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

June 24th, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
K1A 0A2

Dear Prime Minister Trudeau:

**Re: Motion to Include the PSA Test for Men into the Medical Care**

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22<sup>nd</sup>, 2021, passed the following resolution:

**"Resolution No. 182-2021**

**Moved By: Robert Hutchinson**

**Seconded By: Daniel Belisle**

**WHEREAS** the male population has been made to pay for prostate blood test and  
whereas 11 Canadian men will die of prostate cancer every day and

**WHEREAS** 1.5 million Canadian men are not seeking the early detection PSA testing  
and

**WHEREAS** prostate cancer is the most common cancer in men and

**WHEREAS** when detected early the survival rate is close to 100% and detected late 3 of  
4 men will be lost and

**WHEREAS** men who wish to have this test done have to pay \$33.00 for the test

1/2



---

**THEREFORE** I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

**FURTHERMORE** that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

**Carried"**

Your attention to this matter is greatly appreciated!

Yours Truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**



Alice Mercier  
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,  
Hon. Patty Hajdu, Minister of Health (Canada)  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities  
All First Nation Communities



The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

June 21<sup>st</sup> 2021

**Re: Motion to Include the PSA Test for Men into the Medical Care**

Please be advised that on July 14<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Town of Cochrane's motion (attached) requesting that the Federal and Provincial Governments move to have the PSA Test for men included in the national health care system and that it be made available for all Canadian men at no charge.

**Motion 6**

*Moved by Mike Vasey, Seconded by Gary Atkinson that Council support item 'm' of correspondence from The Town of Cochrane regarding a motion to Include the PSA Test for Men into the Medical Care.*

**Motion Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca).

Sincerely,

Erin Kwarciak  
Clerk  
Town of Plympton-Wyoming

Cc: (via e-mail)

Hon. Doug Ford Premier of Ontario,  
Hon. Patty Hajdu, Minister of Health (Canada)  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities  
All First Nation Communities

---

The Corporation of the Town of Plympton-Wyoming  
P.O. Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0  
Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939  
[www.plympton-wyoming.com](http://www.plympton-wyoming.com)

"Via Email: [justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

June 24th, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
K1A 0A2

Dear Prime Minister Trudeau:

**Re: Motion to Include the PSA Test for Men into the Medical Care**

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22<sup>nd</sup>, 2021, passed the following resolution:

**"Resolution No. 182-2021**

**Moved By: Robert Hutchinson**

**Seconded By: Daniel Belisle**

**WHEREAS** the male population has been made to pay for prostate blood test and whereas 11 Canadian men will die of prostate cancer every day and

**WHEREAS** 1.5 million Canadian men are not seeking the early detection PSA testing and

**WHEREAS** prostate cancer is the most common cancer in men and

**WHEREAS** when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

**WHEREAS** men who wish to have this test done have to pay \$33.00 for the test

1/2



---

**THEREFORE** I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

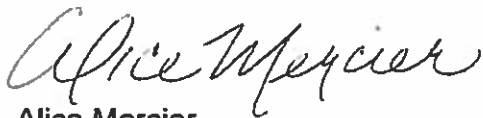
**FURTHERMORE** that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

**Carried"**

Your attention to this matter is greatly appreciated!

Yours Truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**



Alice Mercier  
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,  
Hon. Patty Hajdu, Minister of Health (Canada)  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities  
All First Nation Communities



**The Corporation of the Township of Huron-Kinloss**

P.O. Box 130  
21 Queen St.  
Ripley, Ontario  
N0G2R0

Phone: (519) 395-3735  
Fax: (519) 395-4107

E-mail: [info@huronkinloss.com](mailto:info@huronkinloss.com)  
Website: <http://www.huronkinloss.com>

All Ontario Municipalities

August 6, 2021

**Re: Copy of Resolution #567**

Motion No.: 571

Moved by: Jeff Elliott Seconded by: Jim Hanna

THAT the Township of Huron-Kinloss Committee of the Whole supports the City of Mississauga in their call upon the Government of Canada to terminate its appeal of the 2019 Human Rights Tribunal Ruling, ordering Ottawa to pay compensation to First Nations Children and their families, separated in a chronically underfunded child welfare system that sees Indigenous children making up more than half the children in foster care even though they comprise only 7% of all the children under the age of 15 in Canada AND further directs Staff to circulate as appropriate.

**Carried**

Sincerely,

Kelly Lush  
Deputy Clerk

c.c The Association of Municipalities of Ontario and all Ontario Municipalities

*Info #6*  
AUG 17 2021



## MISSISSAUGA

RESOLUTION 0155-2021  
adopted by the Council of  
The Corporation of the City of Mississauga  
at its meeting on June 30, 2021

0155-2021

Moved by: P. Saito

Seconded by: C. Parrish

**WHEREAS** The City of Mississauga operates on the Treaty and Traditional Territory of the Mississaugas of the Credit First Nation and Anishinaabe peoples, the Haudenosaunee Confederacy and the Huron-Wendat First Nation. We recognize that these peoples, and their ancestors live and lived on these lands since time immemorial on these lands called Turtle Island. The City of Mississauga is home to many First Nations, Métis and Inuit peoples; and

**WHEREAS** the residents of the Town, now City, of Mississauga chose for their name an anishinaabemowim name which speaks to the shared settler and Indigenous history within these lands; and

**WHEREAS** the City of Mississauga has committed to a path towards Reconciliation with Indigenous Peoples and has responded to the Truth and Reconciliation Commission's Calls to Action; and

**WHEREAS** the City of Mississauga is committed to speaking truths about our history to further our collective understanding of the past to help create a better future; and

**WHEREAS** the terrible uncovering of over one thousand unmarked and forgotten children burials at residential schools which have been reported over the past month is a truth about Canada's past; and

**WHEREAS** because of these truths the government of Canada has declared this year's Canada Day should be a time of reflection and focus on reconciliation; and

**WHEREAS** Gimaa Stacey LaForme of the Mississaugas of the Credit First Nation has called for this to be a time for supporting each other and contemplating the legacy and future of Canada; and

**THEREFORE BE IT RESOLVED** that the City of Mississauga will mark Canada Day virtually this year in a manner that provides an opportunity for reflection on our shared history and commitment to a better future:

- Singing of National Anthem
- Greetings and Opening Remarks, Mayor Bonnie Crombie
- Comments from Mayor of Kariya, Japan Takeshi Inagaki
- Comments from Gimaa Stacey LaForme
- Oath of Reaffirmation performed by Members of Council
- Closing Remarks, Mayor Bonnie Crombie
- Lighting the Clock Tower orange to remember those lives lost and changed forever as a result of residential schools

- Changing the digital signage at the Square to “As we mark Canada Day, the City of Mississauga stands in solidarity with Indigenous communities across Canada.”

**AND FURTHER** to mark this Canada Day:

That the Council of the City of Mississauga call upon the Government of Canada to terminate its appeal of the 2019 Human Rights Tribunal Ruling, ordering Ottawa to pay compensation to First Nations Children and their families, separated in a chronically underfunded child welfare system that sees Indigenous children making up more than half the children in foster care even though they comprise only 7% of all the children under the age of 15 in Canada.

**AND** That this Resolution be sent to all municipalities in Canada.

<b>Recorded Vote</b>	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Mayor B. Crombie	X			
Councillor S. Dasko	X			
Councillor K. Ras	X			
Councillor C. Fonseca	X			
Councillor J. Kovac	X			
Councillor C. Parrish	X			
Councillor R. Starr	X			
Councillor D. Damerla	X			
Councillor M. Mahoney	X			
Councillor P. Saito	X			
Councillor S. McFadden	X			
Councillor G. Carlson	X			

Unanimous (12, 0)



**The Corporation of the Township of Huron-Kinloss**

P.O. Box 130  
21 Queen St.  
Ripley, Ontario  
N0G2R0

Phone: (519) 395-3735  
Fax: (519) 395-4107

E-mail: [info@huronkinloss.com](mailto:info@huronkinloss.com)  
Website: <http://www.huronkinloss.com>

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON L1A 0A6  
[justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

August 6, 2021

Dear Honourable Justin Trudeau,

Re: Copy of Resolution #567

Motion No.: 482

Moved by: Don Murray Seconded by: Lillian Abbott

THAT the Township of Huron-Kinloss Committee of the Whole hereby supports Chatham Kent and the City of Kitchener in endorsing MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill, Bill-C 313 Banning Symbols of Hate Act AND directs Staff to circulate as appropriate.

**Carried**

Sincerely,

Kelly Lush  
Deputy Clerk

c.c The Association of Municipalities of Ontario and all Ontario Municipalities

Info # 7  
AUG 12 2021

July 6, 2021

Via Email: [peter.julian@parl.gc.ca](mailto:peter.julian@parl.gc.ca)

Honourable Peter Julian MP  
House of Commons  
Suite 203, Wellington Building  
Ottawa ON K1A 0A6

**Re: Support Motion M-84 Anti-Hate Crimes and Incidents and  
Private Member's Bill C-313 Banning Symbols of Hate Act**

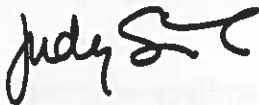
Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on June 28, 2021 passed the following motion:

Moved by CI Crew Second by CI Latimer

"That the Municipality of Chatham-Kent Council support MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act".

If you have any questions or comments, please contact Judy Smith at  
[ckclerk@chatham-kent.ca](mailto:ckclerk@chatham-kent.ca)

Sincerely,



Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

C

Local MP & MPP

Ontario Municipalities



**CHRISTINE TARLING**  
Director of Legislated Services & City Clerk  
Corporate Services Department  
Kitchener City Hall, 2<sup>nd</sup> Floor  
200 King Street West, P.O. Box 1118  
Kitchener, ON N2G 4G7  
Phone: 519.741.2200 x 7809 Fax: 519.741.2705  
[christine.tarling@kitchener.ca](mailto:christine.tarling@kitchener.ca)  
TTY: 519-741-2385

July 12, 2021

Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act:

"WHEREAS racism and hate crimes in Kitchener have been on the rise since the start of the global pandemic; and,

WHEREAS the City of Kitchener continues to seek opportunities to dismantle systemic racism; and,

WHEREAS the City's Strategic Plan has identified Caring Community as a priority, and the proposed motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act supports several of the bodies of work currently being moved forward under this strategic goal; and,

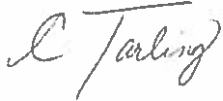
WHEREAS MP Peter Julian's motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act is an opportunity to make all Canadians feel safer in the communities that they live;

THEREFORE IT BE RESOLVED that the City of Kitchener endorses MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act; and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Right Honourable Justin Trudeau, Minister of Municipal Affairs Steve Clark, Minister of Citizenship and Multiculturalism Parm Gill, to the local

MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

**C. Tarling**  
Director of Legislated Services  
& City Clerk

c:     Hon. Minister Steve Clark  
         Hon. Minister Parm Gill  
         Mike Harris (Kitchener Conestoga), MPP  
         Amy Fee (Kitchener South-Hespeler), MPP  
         Laura Mae Lindo (Kitchener Centre), MPP  
         Catherine Fife (Waterloo), MPP  
         Raj Saini (Kitchener Centre), MP  
         Tim Louis (Kitchener Conestoga), MP  
         Bardish Chagger (Waterloo), MP  
         Marwan Tabbara (Kitchener South-Hespeler), MP  
         Association of Municipalities of Ontario (AMO)  
         Ontario Municipalities



## AMENDMENT TO ZONING BY-LAW 06-54 NOTICE OF PUBLIC MEETING



Township of Clearview Council will be holding a public meeting to amend Comprehensive Zoning By-law 06-54. The amendment to the Zoning By-law is being considered under the requirements of the *Planning Act RSO 1990 c.P.13 as outlined in O.Reg 140/20* and applicable regulations. The purpose of this notice is to invite you to engage in the public process if you wish.

### Public Meeting Information:

**When:** Monday August 23, 2021 at 6:30 pm

**Where:** **Online via the Zoom online platform during the Covid-19 Emergency.** You can watch the Public Meeting live on YouTube. The site link can be found on the Township's website at [www.clearview.ca/YouTube](http://www.clearview.ca/YouTube). If you wish to participate in the Zoom meeting please complete the request form on the website [www.clearview.ca/Public-Meeting-Participation](http://www.clearview.ca/Public-Meeting-Participation) by **Friday, August 20<sup>th</sup>, 2021 at 12:00 pm**. Written comments will be accepted and must be received by **Friday, August 20<sup>th</sup>, 2021 at 12:00 pm**.

**Project No.:** 2021-060-ZB

### Proposed Amendment to the Zoning By-law 06-54

The purpose of the meeting is to provide notice that the Council for The Corporation of the Township of Clearview will be holding a public meeting under Section 34 of the Planning Act, R.S.O. 1990, C.P. 13 as amended, to inform the public and provide opportunity for public comments on the proposed update to Comprehensive Zoning By-law 06-54 for the Municipality of the Township of Clearview as it **relates to cannabis within the whole of the Township**. As such a key map for the general provisions is not provided with this notice.

The Zoning By-law is a statutory document that sets out the specific permitted land uses and development standards that apply to properties in the Township of Clearview.

The amendment proposes to amend Section 2 "General Provisions" by adding the following:

### 2.36 CANNABIS CULTIVATION AND CANNABIS PRODUCTION FACILITIES

Where cannabis cultivation and/or cannabis production facilities are a permitted use, the following regulations shall apply:

- 2.36.1 Cannabis cultivation shall not be permitted on undersized lots, and a minimum lot area shall be 10 hectares and a minimum lot frontage of 200 metres is required.
- 2.36.2 Lot coverage provisions:
  - a) Maximum 10% on a lot 10 hectares or less
  - b) Maximum 5% on a lot over 10 hectares
- 2.36.3 Unless zoned an Agriculturally Related Industrial Zone that permits cannabis cultivation, all buildings and facilities associated with cultivation shall be limited in area to a maximum of 200 square metres per lot, other than cultivation within a greenhouse.
- 2.36.4 All cultivation, associated buildings, parking areas and security fencing shall be setback a minimum distance of 300 metres to the lot line of any sensitive land uses except where a dwelling is part of a farm and not subject to MDS, the setback shall be 300 metres to the dwelling.
- 2.36.5 Where a dwelling is located on the same lot, cannabis cultivation and/or production facilities must be setback 150 metres from the dwelling.
- 2.36.6 Buildings and parking areas shall be setback a minimum of 70 metres to a property line.
- 2.36.7 Any outdoor growing and any security fencing shall be setback a minimum of 30 metres to a property line.
- 2.36.8 Any cannabis cultivation and/or cannabis production facility shall have a separation distance of 1000 metres from any other cannabis cultivation and/or cannabis production facility.
- 2.36.9 Cannabis is not permitted to be cultivated, dried or processed in a hoop house.
- 2.36.10 All drying, processing and packaging, where permitted, must be done within a fully enclosed building and cannot take place in a greenhouse or hoop house.
- 2.36.11 The outside storage of waste soils, plant material, organics or fertilizers is prohibited.
- 2.36.12 No lighting of cannabis shall take place between the hours of 8:00 pm to 6:00 am.

Info # 8  
AUG 17 2021



CLEARVIEW

## AMENDMENT TO ZONING BY-LAW 06-54 NOTICE OF PUBLIC MEETING

- 2.36.13 No part of any cannabis cultivation and/or cannabis production facility can be located within a dwelling unit.
- 2.36.14 Cannabis cultivation and/or cannabis production facilities are subject to site plan control.
- 2.36.15 Other than existing cannabis production facilities permitted on lands zoned Agriculturally Related Industrial, cannabis production facilities shall require a zoning amendment within the General Industrial Zone.

**The By-law also proposes to change the zoning on two properties in the Township to an Agriculturally Related Industrial Zone. Those properties are located at 4491 Concession 12 Sunnidale (Peace Naturals) being proposed to go to a AGI-7 Zone and 6954 County Road 9 (Agri-Farm) proposed to go to a AGI-8 Zone as shown on the key maps provided. The following are the provisions proposed for those Zones:**

### **AGI-7**

#### **Permitted Uses:**

Notwithstanding the permitted uses of Subsection 3.2 "Agriculturally Related Industrial (AGI)" Zone the following are permitted uses on properties zoned AGI-7:

- a) Cannabis cultivation
- b) Cannabis production facility
- c) All the permitted uses of Subsection 3.1 "Agricultural (AG)" Zone.

#### **Zone Provisions:**

Notwithstanding the zone provisions of the AGI Zone, the following Provisions apply to the AGI-7 Zone:

- a) The zone provisions of Subsection 3.1.2 of the "Agricultural (AG)" Zone apply to lands zoned AGI-7.
- b) The provisions of Section 2.36 shall apply.
- c) The maximum area dedicated to processing research, analytical testing and sales is 2% of the lot area to a max of 10,000 sq m.

### **AGI-8**

#### **Permitted Uses:**

Notwithstanding the permitted uses of Subsection 3.2 "Agriculturally Related Industrial (AGI)" Zone the following are permitted uses on properties zoned AGI-8:

- a) Cannabis cultivation
- b) Cannabis production facility
- c) All the permitted uses of Subsection 3.1 "Agricultural (AG)" Zone.

#### **Zone Provisions:**

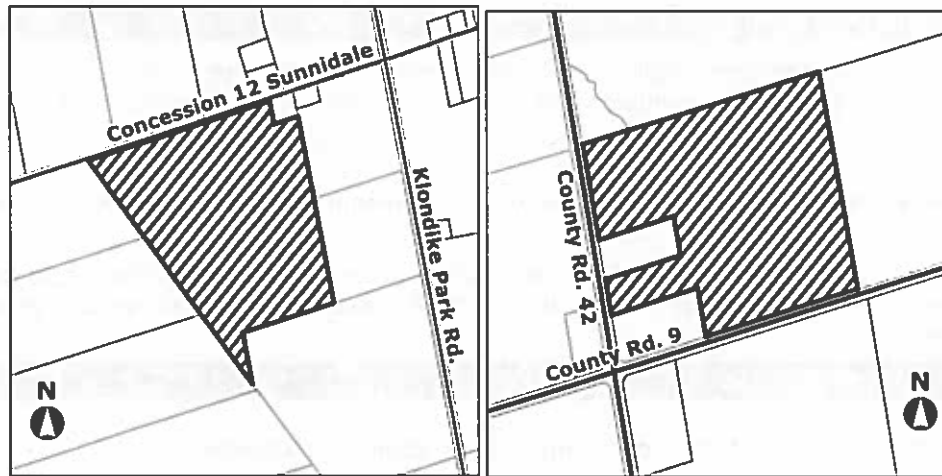
Notwithstanding the zone provisions of the AGI Zone, the following Provisions apply to the AGI-7 Zone:

- a) The zone provisions of Subsection 3.1.2 of the "Agricultural (AG)" Zone apply to lands zoned AGI-8.
- b) The minimum lot area shall be 34.5 ha.
- c) The provisions of Section 2.36 shall apply.
- d) The maximum area dedicated to processing research, analytical testing and sales is 2% of the lot area to a max of 10,000 sq m."



CLEARVIEW

## AMENDMENT TO ZONING BY-LAW 06-54 NOTICE OF PUBLIC MEETING



Further, the By-law proposed new definitions that are proposed to be added to the Zoning By-law being the following:

### **CANNABIS:**

Means a genus of flowering plants in the family Cannabaceae, including the phytocannabinoids produced by or found in such a plant regardless of whether that part has been processed or not and any substance or mixture of substances that contains or has in it and part of such a plant and any substance that is identical to a phytocannabinoid produced by or found in such a plant regardless of how the substance was obtained. Marihuana shall have the same definition. This definition does not include the industrial or agricultural production of hemp (a source of foodstuffs (hemp milk, hemp seed, hemp oil), fiber and biofuels).

### **CANNABIS CULTIVATION:**

Means the cultivation or growing of cannabis.

### **CANNABIS PRODUCTION FACILITY:**

Means lands, building or structures used for the cultivation, processing, testing, packaging, shipping and or destruction of cannabis, authorized by an issued license or registration by the federal Minister of Health pursuant to the Access to Cannabis for Medical Purposes Regulations, SOR/2016-230, to the Controlled Drugs and Substances Act, SC 1996, c 19, and the Cannabis Act, S.C. 2018, c. 16, as amended from time to time, or any successors thereto and can be for the production of medical or recreational cannabis.

### **GREENHOUSE:**

Means a building having metal, wood or similar framing enclosed with glass walls used for the cultivation, drying or processing of plants and designed such that the building can be ventilated to the open air.

### **HOOP HOUSE:**

Means a building or structure having a metal, wood or similar framing covered with plastic, polyurethane or similar material used for the cultivation, drying and/or processing of plants.

### **SENSATIVE LAND USES:**

Means residential uses, parks, community centres, day care centres, medical facilities, churches and schools.



CLEARVIEW

## AMENDMENT TO ZONING BY-LAW 06-54 NOTICE OF PUBLIC MEETING

### Your Rights to Appeal:

Opportunity for Appeal only applies to the Zoning By-law Amendment. If a person or public body does not make oral submissions at a public meeting or make written submissions to the Corporation of the Township of Clearview before the by-law is passed, the person or public body:

- i) is not entitled to appeal the decision of the Township of Clearview Council to the Local Planning Appeal Tribunal; and
- ii) may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

### For More Information:

There are several ways to find more information about this application.

Visit our website:

[www.clearview.ca](http://www.clearview.ca)

Contact the Planner assigned to this file: Mara Burton, Director Community Services  
[mburton@clearview.ca](mailto:mburton@clearview.ca)  
705-428-6230 ext. 264

We invite you to comment on this application and to engage in the process with us. If you wish to receive future notices concerning this file, please submit your request in writing to the Planner assigned to this file using the information above. Please be advised that your comment or request to be notified will form part of the public record; your communication and any personal information therein will be made available to the public (i.e. e-mail address), unless you expressly request its removal.

If you have specific accessibility needs and would like another format or other accommodations the Township of Clearview will work to meet your needs. Please contact Human Resources at 705-428-6230 ext. 255.

**Notice dated: 29 July 2021**

**BY-LAW NUMBER 21-78**

**OF**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**A By-law to amend the Comprehensive Zoning By-law 06-54 that regulates the use of land and the character, location and use of buildings and structures on lands within the Township of Clearview with respect to cannabis cultivation and cannabis production facilities.**

**WHEREAS** pursuant to Section 34 of the Planning Act R.S.O., 1990, c.P.13, as amended, the Council of the Township of Clearview has passed By-law 06-54 being the comprehensive Zoning By-law for the Township of Clearview;

**AND WHEREAS** pursuant to Section 34(17) of the Planning Act, R.S.O., 1990, c. P.13, as amended, Council determines that no further notice is required in respect of the proposed By-law;

**AND WHEREAS** the amendment is in conformity with the Township of Clearview Official Plan;

**AND WHEREAS** the Council of the Corporation of the Township of Clearview, wishes to amend By-law 06-54;

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

1. That Section 2 "General Provisions" be amended by adding the following:

**"2.36 CANNABIS CULTIVATION AND CANNABIS PRODUCTION FACILITIES**

Where cannabis cultivation and/or cannabis production facilities are a permitted use, the following regulations shall apply:

2.36.1 Cannabis cultivation shall not be permitted on undersized lots, and a minimum lot area shall be 10 hectares and a minimum lot frontage of 200 metres is required.

2.36.2 Lot coverage provisions:

- a) Maximum 10% on a lot 10 hectares or less
- b) Maximum 5% on a lot over 10 hectares

2.36.3 Unless zoned an Agriculturally Related Industrial Zone that permits cannabis cultivation, all buildings and facilities associated with cultivation shall be limited in area to a maximum of 200 square metres per lot, other than cultivation within a greenhouse.

- 2.36.4 All cultivation, associated buildings, parking areas and security fencing shall be setback a minimum distance of 300 metres to the lot line of any sensitive land uses except where a dwelling is part of a farm and not subject to MDS, the setback shall be 300 metres to the dwelling.
  - 2.36.5 Where a dwelling is located on the same lot, cannabis cultivation and/or production facilities must be setback 150 metres from the dwelling.
  - 2.36.6 Buildings and parking areas, shall be setback a minimum of 70 metres to a property line.
  - 2.36.7 Any outdoor growing and any security fencing shall be setback a minimum of 30 metres to a property line.
  - 2.36.8 Any cannabis cultivation and/or cannabis production facility shall have a separation distance of 1000 metres from any other cannabis cultivation and/or cannabis production facility.
  - 2.36.9 Cannabis is not permitted to be cultivated, dried or processed in a hoop house.
  - 2.36.10 All drying, processing and packaging, where permitted, must be done within a fully enclosed building and cannot take place in a greenhouse or hoop house.
  - 2.36.11 The outside storage of waste soils, plant material, organics or fertilizers is prohibited.
  - 2.36.12 No lighting of cannabis shall take place between the hours of 8:00 pm to 6:00 am.
  - 2.36.13 No part of any cannabis cultivation and/or cannabis production facility can be located within a dwelling unit.
  - 2.36.14 Cannabis cultivation and/or cannabis production facilities are subject to site plan control.
  - 2.36.15 Other than existing cannabis production facilities permitted on lands zoned Agriculturally Related Industrial, cannabis production facilities shall require a zoning amendment within the General Industrial Zone.
2. That Section 3.2.3 "Agriculturally Related Industrial Zone Exceptions" be amended by the addition of the following:

**"AGI-7**

Permitted Uses:

Notwithstanding the permitted uses of Subsection 3.2 "Agriculturally Related Industrial (AGI)" Zone the following are permitted uses on properties zoned AGI-7:

- a) Cannabis cultivation
- b) Cannabis production facility
- c) All the permitted uses of Subsection 3.1 "Agricultural (AG)" Zone.

**Zone Provisions:**

Notwithstanding the zone provisions of the AGI Zone, the following Provisions apply to the AGI-7 Zone:

- a) The zone provisions of Subsection 3.1.2 of the "Agricultural (AG)" Zone apply to lands zoned AGI-7.
- b) The provisions of Section 2.36 shall apply.
- c) The maximum area dedicated to processing research, analytical testing and sales is 2% of the lot area to a max of 10,000 sq m.

**AGI-8**

**Permitted Uses:**

Notwithstanding the permitted uses of Subsection 3.2 "Agriculturally Related Industrial (AGI)" Zone the following are permitted uses on properties zoned AGI-8:

- a) Cannabis cultivation
- b) Cannabis production facility
- c) All the permitted uses of Subsection 3.1 "Agricultural (AG)" Zone.

**Zone Provisions:**

Notwithstanding the zone provisions of the AGI Zone, the following Provisions apply to the AGI-7 Zone:

- a) The zone provisions of Subsection 3.1.2 of the "Agricultural (AG)" Zone apply to lands zoned AGI-8.
- b) The minimum lot area shall be 34.5 ha.
- c) The provisions of Section 2.36 shall apply.

- d) The maximum area dedicated to processing research, analytical testing and sales is 2% of the lot area to a max of 10,000 sq m."
3. That Schedule "A2" is hereby amended by changing the zoning located at 4491 Concession 12 Sunnidale, from the Agricultural Zone (AG) Zone to the Agriculturally Related Industrial Exception Seven (AGI-7) Zone as shown on Schedule "1" attached hereto and forming part of this By-law.
  4. That Schedule "A2" is hereby amended by changing the zoning located at 6954 County Road 9, from the Agricultural Exception Fifteen Zone (AG-15) Zone to the Agriculturally Related Industrial Exception Seven (AGI-8) Zone as shown on Schedule "2" attached hereto and forming part of this By-law.
  5. That Section 4 "Definitions" be amended by adding the following

**"CANNABIS:**

Means a genus of flowering plants in the family Cannabaceae, including the phytocannabinoids produced by or found in such a plant regardless of whether that part has been processed or not and any substance or mixture of substances that contains or has in it and part of such a plant and any substance that is identical to a phytocannabinoid produced by or found in such a plant regardless of how the substance was obtained. Marihuana shall have the same definition. This definition does not include the industrial or agricultural production of hemp (a source of foodstuffs (hemp milk, hemp seed, hemp oil), fiber and biofuels).

**CANNABIS CULTIVATION:**

Means the cultivation or growing of cannabis.

**CANNABIS PRODUCTION FACILITY:**

Means lands, building or structures used for the cultivation, processing, testing, packaging, shipping and or destruction of cannabis, authorized by an issued license or registration by the federal Minister of Health pursuant to the Access to Cannabis for Medical Purposes Regulations, SOR/2016-230, to the Controlled Drugs and Substances Act, SC 1996, c 19, and the Cannabis Act, S.C. 2018, c. 16, as amended from time to time, or any successors thereto and can be for the production of medical or recreational cannabis.

**GREENHOUSE:**

Means a building having metal, wood or similar framing enclosed with glass walls used for the cultivation, drying or processing of plants and designed such that the building can be ventilated to the open air.

**HOOP HOUSE:**

Means a building or structure having a metal, wood or similar framing covered with plastic, polyurethane or similar material used for the cultivation, drying and/or processing of plants.

**SENSATIVE LAND USES:**

Means residential uses, parks, community centres, day care centres, medical facilities, churches and schools.

6. That all other provisions of By-law 06-54, as amended, which are not inconsistent with the provisions of this By-law, shall continue to apply when the By-law comes into effect.
7. This By-law shall come into force and take effect in accordance with the provisions of the Planning Act R.S.O, 1990 c.P.13, as amended.

By-law Number 21-\_\_ read a first, second and third time and finally passed this \_\_ day of \_\_\_\_, 2021.

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MAYOR

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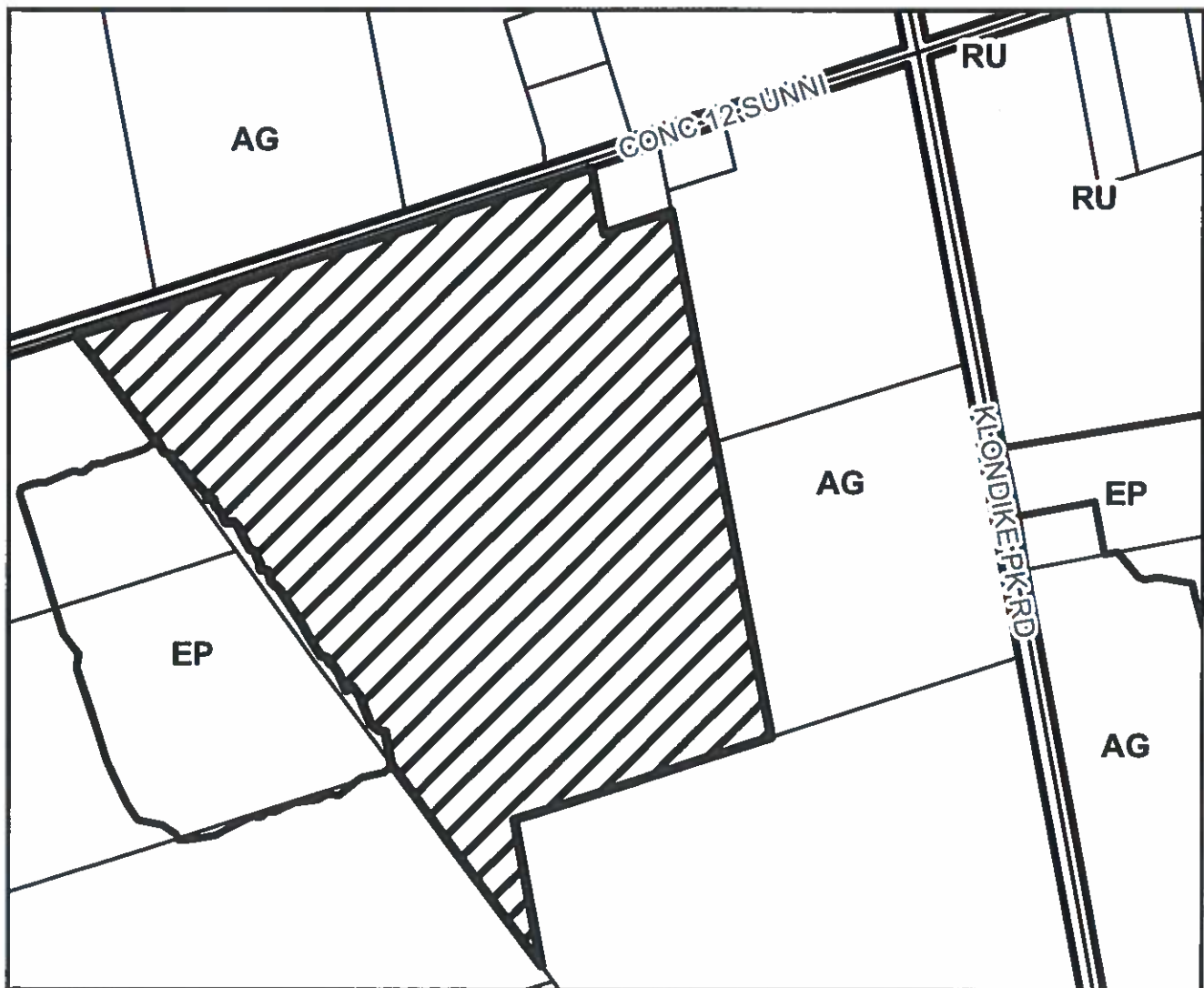
DIRECTOR OF LEGISLATIVE SERVICES/CLERK

# Township of Clearview Schedule '1'

This is Schedule '1' to Zoning By-law No. 21-78,  
passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES/CLERK



Area to be rezoned from Agricultural (AG) Zone to Agriculturally  
Related Industrial Exception Seven (AGI-7) Zone.



- Road Centerline
- Assessment Parcels
- Zone Boundary

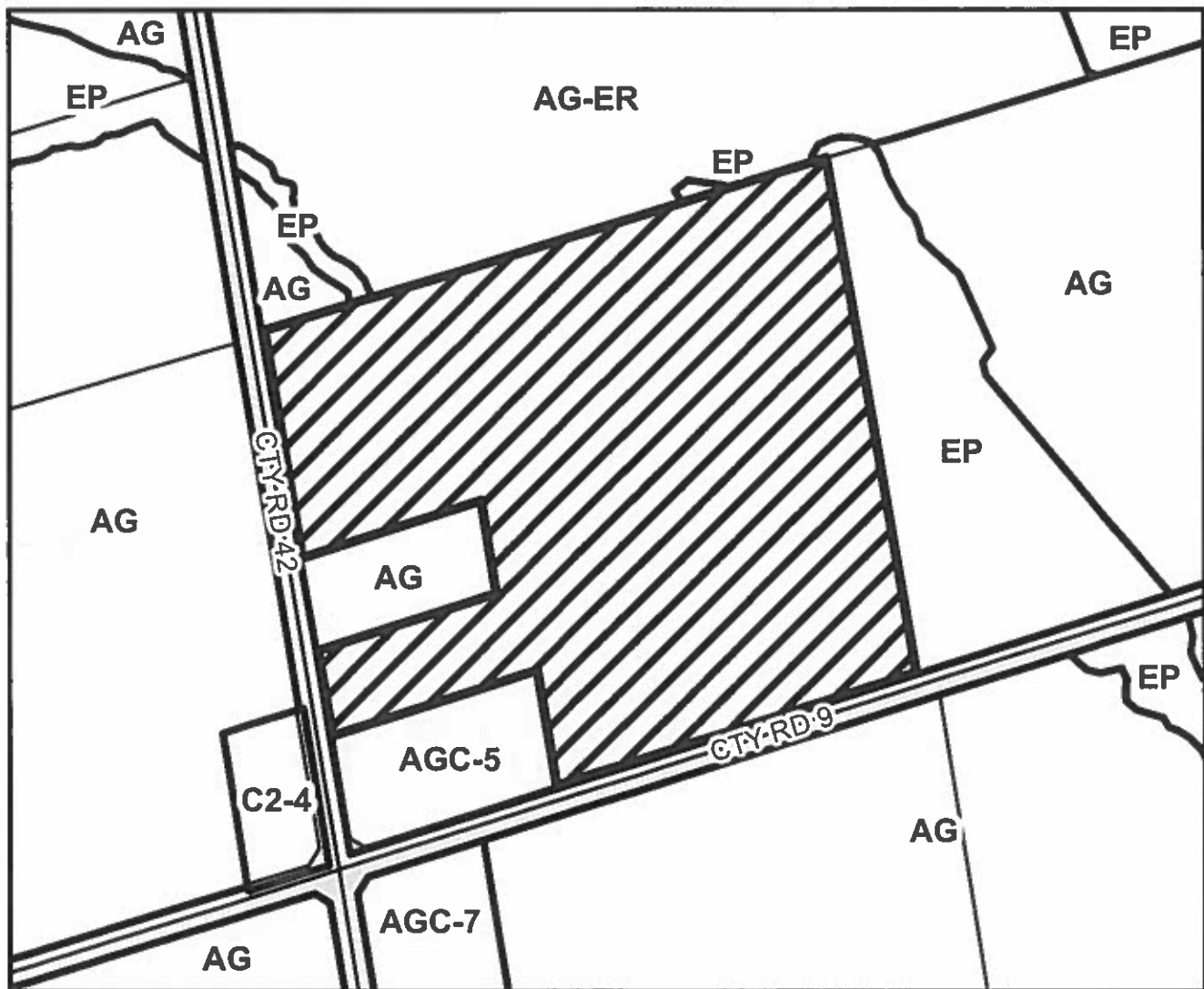
Produced by Clearview Township, Information Services. This map may not be reproduced, in whole or in part, without written permission by The Corporation of the Township of Clearview. Information other than zone boundaries is provided for reference only. Clearview Township assumes no liability for inaccuracies, errors, or omissions. This map is not a legal plan of survey.

# Township of Clearview Schedule '1'

This is Schedule '1' to Zoning By-law No. 21-78,  
passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES/CLERK



Area to be rezoned from Agricultural Exception (AG-15) Zone to  
Agriculturally Related Industrial Exception Eight (AGI-8) Zone.



1:7,500



- Road Centerline
- Assessment Parcels
- Zone Boundary

Produced by Clearview Township, Information Services. This map may not be reproduced, in whole or in part, without written permission by The Corporation of the Township of Clearview. Information other than zone boundaries is provided for reference only. Clearview Township assumes no liability for inaccuracies, errors, or omissions. This map is not a legal plan of survey.

## Denise Holmes

---

**From:** James Webster [REDACTED]  
**Sent:** Sunday, August 8, 2021 10:10 AM  
**To:** Denise Holmes  
**Subject:** Horning's Mills Hall Board

Denise

Please accept this as my resignation from the Horning's Mills Hall board effective immediately.

James Webster



**JOINT RECREATION SUBCOMMITTEE  
RECOMMENDATION  
July 9, 2021**

**Moved by Hawkins and Seconded by White**

THAT the Joint Recreational Committee receive the management letter from KPMG regarding liabilities at the North Dufferin Community Centre;

AND THAT the Committee forward the Letter to their respective Councils for consideration.

	YEA	NAY
Earl Hawkins	Y	
Darren White	Y	
Dave Besley	Y	
Janet Horner	Y	

**Carried.**



**KPMG LLP**  
**Chartered Professional Accountants**  
115 King Street South  
2<sup>nd</sup> Floor  
Waterloo, Ontario N2J 5A3

Telephone (519) 747-8800  
Fax (519) 747-8830  
Internet [www.kpmg.ca](http://www.kpmg.ca)

**Ms. Heather Boston**  
Treasurer  
Township of Mulmur  
758070 2<sup>nd</sup> Line East  
Mulum, ON  
L9V 0G8

June 1, 2021

Dear Ms. Boston:

In planning and performing our audit of the consolidated financial statements of Township of Mulmur ("the Township") for the period ended December 31, 2020, we obtained an understanding of internal control over financial reporting (ICFR) relevant to the Township's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on ICFR. Accordingly, we do not express an opinion on the effectiveness of the Township's ICFR. Our understanding of ICFR was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies and therefore, there can be no assurance that all significant deficiencies or other control deficiencies have been identified. As a result, any matters reported below are limited to those deficiencies in ICFR that we identified during the audit. Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors.

Refer to the Appendices for the definitions of various control deficiencies.

#### **Significant Deficiencies**

We did not identify any control deficiencies that we determined to be significant deficiencies in ICFR.

#### **Other Observations**

We identified the following observations that we determined are of sufficient importance to merit management's attention:

Description of other observation
KPMG notes that the governance structure and managerial oversight of the North Dufferin Community Centre ("NDCC") may expose the Township of financial and operational risk. While operating as a Joint Municipal Service Board, established by agreement between the Township and the Township of Melancthon, the Township is ultimately accountable for the activities of the NDCC, much like any other department or activity of the Township, albeit, some of that accountability may be



**Description of other observation**

shared with the municipal partner.

Employees operating the NDCC do not have a direct reporting to either municipality and decisions made by the employees and/or the Board of NDCC may inadvertently expose the Township of liabilities and costs.

We also understand that a robust accounting for inventories of supplies (whether they be fuel oil, propane, gasoline, concessions, etc.) is not maintained, reported or supervised.

We recommend that the Township consider the governance structure and oversight mechanisms of the NDCC. This may include amending the existing Board in favour of an Advisory Committee (one without operational authority) and revise the reporting structure such that employees operating the NDCC have direct line reporting to Township staff (or Township of Melancthon staff, if determined to be appropriate).

We also recommend that inventory control processes be implemented to document the acquisition, use, and period-end values of inventories on hand, with reporting of such activities to Township staff.

**Use of letter**

This letter is for the use of management and those charged with governance in carrying out and discharging their responsibilities and should not be used for any other purpose or by anyone other than management and those charged with governance.

KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this letter has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Yours very truly,

Chartered Professional Accountants, Licensed Public Accountants  
Matthew Betik, CPA, CA  
Partner  
519-747-8245

## Denise Holmes

---

**From:** Steven Murphy <smurphy@dufferincounty.ca>  
**Sent:** Monday, June 28, 2021 5:21 PM  
**To:** Andrea McKinney; Denise Holmes; Denyse Morrissey; Doug Jones; Ed Brennan (ebrennan@orangeville.ca); hrooyakkers@townofgrandvalley.ca; janet@whitfieldfarms.com; Kevin McNeilly; Mark Early; Meghan Townsend; Mike Dunmore; Nicole Martin; Ralph Snyder; Ray Osmond; rmorden@orangeville.ca; Roads; ssoloman@townofgrandvalley.ca; suestone@eastgarafraxa.ca; Tracey Atkinson; Aimee Raves; Anna McGregor; Brenda Wagner; Cheri French; Greg MacNaughtan; Michelle Dunne; Peter Routledge; Scott Burns; Sonya Pritchard; Steven Murphy  
**Cc:** Chris Beveridge; Kisliakova, Inna (SOLGEN)  
**Subject:** 2021-06-28 ERP DRAFT  
**Attachments:** 2021-06-28 ERP DRAFT.docx

Good evening everyone,

Attached you will find the latest version of the DRAFT ERP, this version incorporates most of the recommendations that were provided. Some recommendations were better suited for inclusion in one or more specific annexes and will be found there once they are circulated for review.

I would like to thank everyone who took the time to review and revise the previous draft, I have never received so many responses to an ERP review.

Please take a look at the attached, you will note that major changes are identified for you.

Once I get the go-ahead from all nine (9) EM Program Committees I will send it for a final spelling/punctuation/grammar review and we can take it to each of our councils.

Steve  
DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the County of Dufferin. Finally, the recipient should check this email and any attachments for the presence of viruses. The County of Dufferin accepts no liability for any damage caused by any virus transmitted by this email. The Corporation of the County of Dufferin, 55 Zina Street, Orangeville, Ontario. [www.dufferincounty.ca](http://www.dufferincounty.ca)

The background of the cover is a photograph of a modern emergency operations center. In the foreground, a desk is equipped with multiple computer monitors displaying maps and data, along with keyboards and a microphone. In the background, several people are visible working at their stations. The room has a high ceiling with recessed lighting.

2021

# EMERGENCY RESPONSE PLAN

---

MUNICIPALITY NAME

This document is approved for public distribution.

DRAFT

## ATTENTION!

**If you have been notified of an emergency situation but have not read this plan:**

### **Follow the immediate actions below:**

If you were alerted and placed on **STAND-BY**, your services may be required soon. Ensure that you have everything you will need to function in your role and ensure that you are well rested and fit for duty.

If you were **ACTIVATED** you should immediately make your way to the location that you were given when notified. Ensure that you have the required items to meet the demands of your position.

If you are ***not able to respond***, please notify the caller or the Community Emergency Management Coordinator so that an alternate can be arranged.

### ***Important Contacts***

**CEMC:** \_\_\_\_\_

**CAO:** \_\_\_\_\_

**Head of Council:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Full contact details are included in Annex ###**

# Table of Contents

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## ***INTRODUCTION***

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# 1 INTRODUCTION

The ***Emergency Management and Civil Protection Act, RSO 1990*** (EMCPA) defines an emergency as:

*"a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or health risk, an accident or an act whether intentional or otherwise."*

## 1.1 Community Risk Profile

The community risk profile<sup>1</sup> details community vulnerabilities and capacities as determined through a Hazard Identification and Risk Assessment process.

### 1.1.1 Identified Risks for the County of Dufferin and Member Municipalities

The Hazard Identification and Risk Assessment (HIRA)<sup>2</sup> process identified the following situations as the potential risks to all or part of Dufferin County.

- Cyber Attack
- Dam Failures
- Drought
- Explosions and Fires
- Extreme Cold
- Extreme Heat Events
- Flooding
- Forest Fires
- Hazardous Materials Spills
- High Winds
- Ice Storms
- Pandemics
- Power Outages
- Severe Summer Storms
- Severe Winter Storm
- Tornadoes
- Transportation Accidents

## 2 PURPOSE

The County of Dufferin and each of the Member Municipalities herein referred to as the 'Municipality', have developed this emergency response plan (ERP)<sup>3</sup> in accordance with the *EMCPA, RSO 1990, Ontario Regulation 380/04 and local by-laws*.

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<sup>1</sup> In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies. *EMCPA R.S.O. 1990, c.3, s.5.1(2)*

<sup>2</sup> A structured process for identifying those hazards which exist within a selected area and defining their causes and characteristics.

<sup>3</sup> A plan developed and maintained to direct an organization's external response to an emergency.

This emergency response plan has been prepared to facilitate a controlled and coordinated response to any type of emergency occurring within or affecting the Municipality<sup>4</sup>.

This ERP is an important component of an integrated emergency management program, which works within the parameters outlined by the Emergency Management Doctrine for Ontario.

The aim of this plan is to provide key officials, agencies and the municipal departments with an overview of their collective and individual responsibilities in an emergency.

This plan also makes provisions for the extraordinary arrangements and measures that may have to be taken to safeguard the health, safety, welfare and property of the inhabitants of the Municipality.

In order to protect residents, businesses, visitors and the economic well-being of the Municipality a coordinated emergency response by a number of agencies under the direction of the Emergency Control Group (ECG)<sup>5</sup> may be required.

The arrangements and procedures in this emergency response plan are distinct from the normal, day-to-day operations carried out by emergency services.

This ERP does not provide direction for site specific health and safety issues such as fire alarms, workplace violence, etc.

The annexes to this ERP contain essential and supporting information, which is confidential, and they shall be maintained separate from this document.

## **2.1 Authority**

The ***Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, Ontario Regulation 380/04*** and local by-laws provide the legal authority for this emergency response plan<sup>6</sup>.

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<sup>4</sup> "Municipality" means a geographic area whose inhabitants are incorporated (Municipal Act).

<sup>5</sup> A group composed of senior staff and employees of an organization, and others that may be involved in directing that organization's response to an emergency including, the implementation of its emergency response plans and procedures.

<sup>6</sup> *Every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan. 2002, c. 14, s. 5(1).*

*The council of a county may with the consent of the councils of the municipalities situated within the county co-ordinate and assist in the formulation of their emergency plans under subsection (1). R.S.O. 1990, c. E.9, s. 3 (3).*

The ***Municipal Act, 2001, S.O. 2001, c. 25*** details the authorities of municipalities that may be invoked during an emergency.

### **2.1.1 Action Prior to a Declaration of Emergency**

When a situation or an impending situation that constitutes a danger of major proportions exists but has not yet been declared to exist, employees of the Municipality may take such action(s) under this emergency response plan as may be required to protect the health, safety, welfare of people, as well as any property and the environment within the Municipality. The subordinate plans, attached as annexes to this document, may also be implemented, in whole, or in part in the absence of a formal declaration of emergency.

Details for activating the Emergency Control Group and declaring an emergency can be found in this plan.

## **2.2 Application and Scope**

This ERP applies to the County of Dufferin and each of the eight (8) member municipalities located therein.

This plan supersedes and replaces all previous plans for emergency response enacted by the County of Dufferin, the Township of Amaranth, Township of East Garafraxa, Town of Grand Valley, Township of Melancthon, Town of Mono, Township of Mulmur, Town of Orangeville and the Town of Shelburne.

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*The head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and*

*No action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a public servant or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty. 2006, c. 13, s. 1(6); 2006, c. 35,*

*Sched.C, s.32 (6) are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area. R.S.O. 1990, c. E.9, s.4 (1).*

### **2.3 Coordination of Program by the County of Dufferin**

The County of Dufferin will coordinate the legislated components of the emergency management program<sup>7</sup> for each of the member municipalities through a shared services agreement.

### **2.4 Community Emergency Management Coordinator (CEMC)**

The Community Emergency Management Coordinator for the County of Dufferin may be appointed as the primary CEMC for each member municipality<sup>8</sup>. In the absence of the primary CEMC the municipality shall appoint an alternate CEMC to assume all responsibilities outlined in this plan<sup>9</sup>.

The CEMC will monitor potential and impending threats<sup>10</sup> that may impact the health, safety or economic stability across Dufferin County.

The Community Emergency Management Coordinator acts as an advisor to the Senior Municipal Official, municipalities, departments, groups and agencies on matters of emergency response and recovery by:

- ☐ Providing expertise regarding the implementation of the emergency response plan.
- ☐ Fulfilling any Incident Management System role within the EOC as needed.
- ☐ Providing guidance, direction and/or assistance to any emergency or support personnel at the Emergency Operations Centre, and/or incident sites.
- ☐ Assisting the Incident Commander as needed.
- ☐ Coordinating post-emergency debriefings.

### **2.5 24/7 Notification of Incidents**

Given the unpredictable nature of emergencies and the likelihood of an 'after-hours' request for assistance a 24/7 On-Call protocol has been established.

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<sup>7</sup> A risk-based program consisting of prescribed elements that may include prevention, mitigation, preparedness, response and recovery activities.

<sup>8</sup> In accordance with County of Dufferin By-Law 2004-60.

<sup>9</sup> Every municipality shall designate an employee of the municipality or a member of the council as its emergency management program co-ordinator. O. Reg. 380/04, s. 10 (1).

The emergency management program coordinator shall complete the training that is required by the Chief, Office of the Fire Marshal and Emergency Management. O. Reg. 380/04, s. 10 (2).

<sup>10</sup> A person, thing or event that has the potential to cause harm or damage.

The On-Call protocol can be activated for any member municipality by contacting the 24/7 telephone number listed in the Emergency Contact List.

## **2.6 Notification of Senior Municipal Official**

In the event of a real or potential emergency requiring the notification of an ECG, any member of the affected ECG or the Incident Commander<sup>11</sup> may initiate the activation procedure by notifying the appropriate Senior Municipal Official (see Emergency Contact List).

In the event of an imminent or occurring emergency the Senior Municipal Official<sup>12</sup> shall be notified if the incident commander determines that one of the following criteria is present;

- ❑ Any incident requiring evacuation of, or excluding access to residential or institutional settings.
- ❑ Any incident that is extraordinary or distinct from normal, day-to-day operations carried out by emergency and/or municipal services.

In the event that the CEMC has not been notified of an incident the Senior Municipal Official will notify the CEMC.

## **2.7 Plan Testing, Maintenance and Review**

### **2.7.1 Annual testing**

This ERP will be tested for effectiveness through emergency exercises<sup>13</sup> on an annual basis.

### **2.7.2 Annual Review**

This plan will be reviewed annually for accuracy by the Emergency Management Program Committee<sup>14</sup> and will be revised as required.

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<sup>11</sup> The entity/individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority for conducting incident operations and is responsible for the management of all incident operations.

<sup>12</sup> The municipal employee with overall responsibility for all municipal functions.

<sup>13</sup> A simulated emergency in which players carry out actions, functions, and responsibilities that would be expected of them in a real emergency. Exercises can be used to validate plans and procedures, and to practice prevention, mitigation, preparedness, response, and recovery capabilities.

<sup>14</sup> A management team that oversees the development, implementation and maintenance of an organization's emergency management program.

## **2.8 Additional Emergency Response Plans and Procedures**

Each municipality, service, agency, department and division involved or identified in this ERP is encouraged to develop their own emergency operating plans and/or procedures. Such plans and/or procedures must not conflict with this ERP.

The training of staff in these additional plans and procedures is the responsibility of the municipality, service, agency, department or division.

## **2.9 Approval of Amendments by Council**

Amendments to the plan require formal Council approval from all member municipalities and the Council for the County of Dufferin.

Formal Council approval is not required for the following:

- ☐ Changes, additions or revisions to the annexes
- ☐ Editorial changes (i.e. editorial changes to text, section numbering, references, or changes to references to provincial statutes)
- ☐ Additions or deletions of contact information.

## **2.10 Flexibility**

The safety and well-being of the community are the priority during any emergency response, therefore deviations from the emergency response plan and annexes may be necessary to address specific threats. During the course of the implementation of this plan the members of the ECG(s) may exercise flexibility.

### **3 EMERGENCY CONTROL GROUP (ECG)**

The Emergency Control Group<sup>15</sup> is responsible for initiating, coordinating and implementing the emergency response plan through the use of the Incident Management System. The Emergency Control Group, at both the lower and upper tier, is responsible for the following:

- ❑ Coordinate municipal operations prior to, during and after the emergency;
- ❑ Prioritize municipal operations;
- ❑ Support the response to the incident(s).

#### **3.1 Activating the Municipality's Emergency Control Group (MECG)**

The MECG will be activated<sup>16</sup> under the following conditions:

- ❑ Head of Council or a member of the ECG requests activation;
- ❑ When there is a significant risk to the health, safety or well-being to members of the community.
- ❑ When municipal facilities and/or critical infrastructure are threatened or an extraordinary demand is placed on municipal resources, or;
- ❑ When an emergency situation is anticipated to impact or is occurring within the municipality.

#### **3.2 Activating the County's Emergency Control Group (CECG)**

The CECG will be activated under the following conditions:

- ❑ Warden or a member of the ECG requests activation;
- ❑ When an emergency cannot be defined as a local emergency (more than one member municipality or a contiguous municipality is affected);
- ❑ When County facilities and/or critical infrastructure are threatened or an extraordinary demand is placed on County resources, or;
- ❑ When an emergency situation is anticipated to impact, or is impacting two or more municipalities or one municipality and a contiguous upper tier municipality.

#### **3.3 Emergency Control Group (ECG) Membership**

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<sup>15</sup> 12. (1) Every municipality shall have a municipal emergency control group. O. Reg. 380/04, s. 12 (1).

<sup>16</sup> Decisions and actions taken to implement a plan, a procedure or to open an emergency operations centre.

The composition of each ECG<sup>17</sup> is detailed in a table below.

In the Municipality where the Head of Council is also serving as the Warden or Deputy Warden for the County of Dufferin, and the Warden is required to attend the County EOC, the Deputy Mayor will assume the role of Head of Council for the municipality.

Any other officials, experts or representatives from the public or private sector<sup>18</sup> as deemed necessary by the ECG may be appointed to the group on an as needed basis.

The ECG may not require the participation of everyone listed however all members shall be notified and advised of developments and progress.

### 3.3.1 ECG Composition by Municipality

Amaranth	East Garafraxa	Grand Valley
<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> </ul>	<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> </ul>	<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Deputy Clerk</li> <li>• Sr. Official – Fire</li> <li>• Sr. Official - OPP</li> </ul>
Melancthon	Mono	Mulmur
<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> </ul>	<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> </ul>	<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> <li>• Sr. Official – Fire</li> <li>• Sr. Official - OPP</li> </ul>
Orangeville	Shelburne	Dufferin
<ul style="list-style-type: none"> <li>• CAO</li> <li>• CEMC</li> <li>• GM – Corporate Services</li> <li>• GM – Community Services</li> <li>• GM – Infrastructure Services</li> <li>• Sr. Official - Fire</li> </ul>	<ul style="list-style-type: none"> <li>• CAO/Clerk</li> <li>• CEMC</li> <li>• Director - Public Works</li> </ul>	<ul style="list-style-type: none"> <li>• CAO</li> <li>• CEMC</li> <li>• Director – Corporate Svcs</li> <li>• Director – Community Svcs</li> <li>• Director – Public Works</li> <li>• Director – Development</li> <li>• Administrator – Dufferin Oaks</li> <li>• Chief, Paramedic Svcs</li> <li>• Manager, Human Resources</li> </ul>

<sup>17</sup> (2) The emergency control group shall be composed of,  
(a) such officials or employees of the municipality as may be appointed by the council; and  
(b) such members of council as may be appointed by the council. O. Reg. 380/04, s. 12 (2).

<sup>18</sup> (8) The group may at any time seek the advice and assistance of the following:  
1. Officials or employees of any level of government who are involved in emergency management.  
2. Representatives of organizations outside government who are involved in emergency management.  
3. Persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 12 (8).

### 3.3.2 ECG Alternates

Each member of the ECG shall have one or more designated alternates who will be trained and authorized to fulfill the primary member's role.

## 3.4 Activation Procedure

In the event of an imminent or occurring emergency requiring the activation of an ECG, any member of the affected ECG or the Incident Commander may initiate the activation procedure by notifying the Senior Municipal Official or designated alternate.

When activation is required:

- ❑ Incident Commander will immediately contact the Senior Municipal Official of the affected municipality.
- ❑ The Senior Municipal Official will contact the Community Emergency Management Coordinator to initiate the emergency notification procedures.

When two or more municipalities are affected, the County of Dufferin's ECG will be activated and will include the Senior Municipal Official, or designate, for the affected municipalities.

## 3.5 Emergency Control Group Notification

When activating the Emergency Control Group it is important to ensure all members are contacted even if they are not required to attend the Emergency Operations Centre<sup>19</sup>.

All emergency contact information is located in the Emergency Contact List.

1. Direct contact by voice or in-person is the preferred notification method. SMS, email or other messaging technology may be used if direct contact is not possible.
2. Make every effort to notify the primary contact person before contacting the alternate(s).
3. Do not allow the notification process to cease if a person cannot be contacted, make their notifications in their absence.
4. Confirm that those members you contact know whom they must contact and what is expected of them.

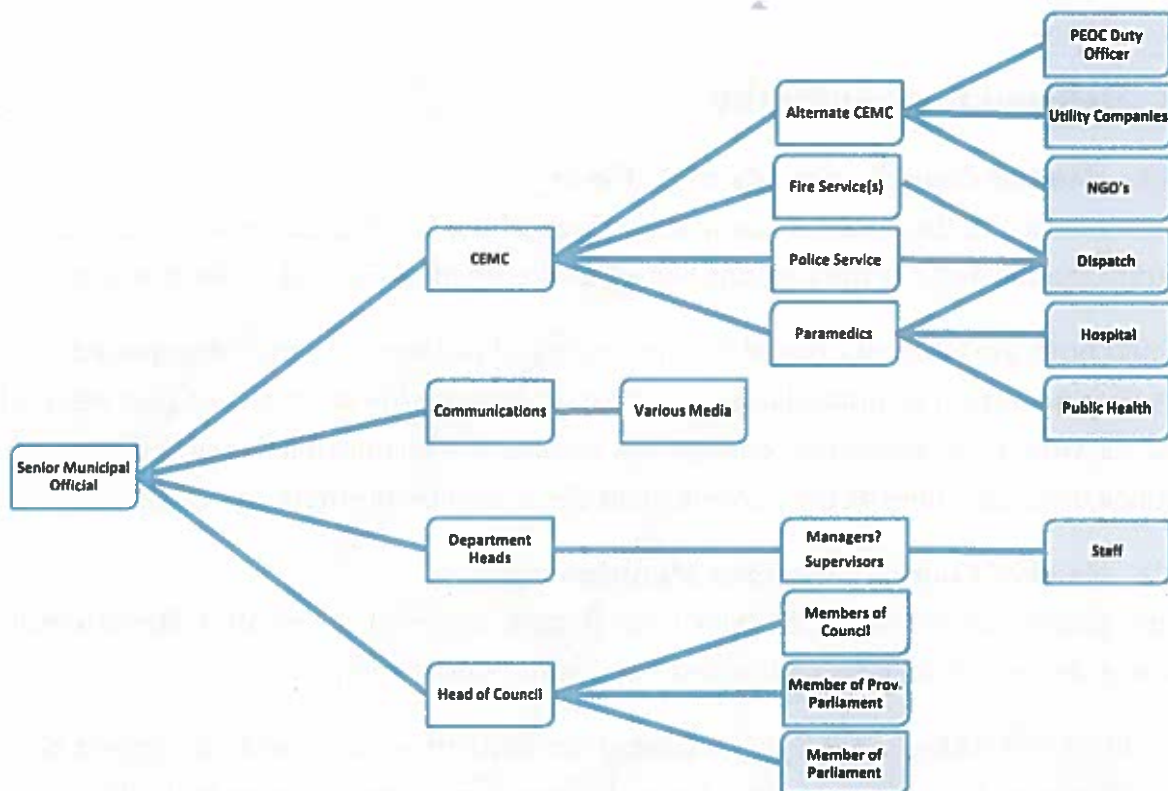
**Note:** Shaded contacts are only notified if required.

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<sup>19</sup> A designated and appropriately equipped facility where officials from an organization(s) assemble to manage the response to an emergency or disaster.

### 3.6 Notification Roadmap

Initial awareness of an incident may occur at any level within the municipality. For this reason it is reasonable to expect that a person may have to make notifications up and down the contact list.



### 3.7 Emergency Control Group (ECG) Authority

In the event of an emergency or impending emergency, whether declared<sup>20</sup> or not, the ECG is authorized to:

- ❑ Initiate, coordinate, direct and otherwise bring about the implementation of this emergency response plan and undertake such other activities as they consider necessary to address the emergency
- ❑ Expend funds for the purpose of responding to and recovering from the emergency, including obtaining and distributing emergency materials, equipment

<sup>20</sup> A signed declaration made in writing by the Head of Council or the Premier of Ontario in accordance with the Emergency Management and Civil Protection Act.

and supplies, notwithstanding the requirements of any by-law governing the commitment of funds and the payment of accounts.

- Obtain volunteer support from public agencies and other persons as considered necessary and to indemnify such agencies, their personnel and other persons engaged in response efforts which have been authorized and are consistent with the emergency response plan, from liability for any acts or omissions resulting from any actions taken pursuant to this emergency response plan.

### **3.8 Delegation of Authority**

#### **3.8.1 Head of Council – County of Dufferin**

In the absence of the Head of Council the Chair of the General Government Services Committee will assume the responsibilities of the Head of Council under this plan.

Should both the Head of Council for the County of Dufferin and their designated alternate be absent or unavailable during an emergency the most recent past Head of Council, who is still serving on council, will assume the responsibilities of the Head of Council until such time as the current Head of Council or alternate can assume the role.

#### **3.8.2 Head of Council – Member Municipality**

In the absence of the Head of Council, the Deputy Mayor or designated alternate will assume the responsibilities of the Head of Council under this plan.

Should both the Mayor and the designated alternate of a municipality be absent or unavailable, and where the council has not adopted a succession plan by by-law, the council will appoint an interim Head of Council until such time as the current Head of Council or alternate can assume the role.



### **3.9 Declaration of an Emergency**

***In the absence of an emergency declaration municipal staff may take any necessary actions to protect the lives, health, safety, and property of the inhabitants of the Municipality.***

The Head of Council, or designate, of the Municipality has the legislative authority<sup>21</sup> to declare an emergency to exist in all or any part of the municipality. The declaration of an emergency permits for the taking of such action and making of such orders as is necessary to implement the emergency response plan and to protect the health, safety, welfare and property of inhabitants in the emergency area. Such actions and orders shall not be contrary to law.

The ***Municipal Act, 2001, S.O. 2001, c. 25*** provides the legislative authority and spheres of jurisdiction for municipal actions and orders<sup>22</sup>.

The Head of Council may consider several factors whether an emergency declaration is warranted including but not limited to:

### **General and Continuity of Government**

- ☐ Is it an extraordinary event requiring extraordinary measures?
- ☐ Does it pose a danger of major proportions to life or property?
- ☐ Does it pose a threat to the provision of essential services (e.g. energy, potable water, and sewage treatment/containment or medical care)?
- ☐ Does it threaten social order and the ability to govern?
- ☐ Is it attracting significant media and/or public interest?
- ☐ Has there been a declaration of emergency by another level of government?

### **Legal**

- ☐ Could legal action be taken against municipal employees or councillors related to their actions during the current crisis?
- ☐ Are volunteers assisting?

### **Operational**

- ☐ Does it require a response that exceeds, or threatens to exceed the capabilities of the municipality?
- ☐ Does it strain the municipal response capability, thereby further endangering life and property outside areas directly affected by the current crisis?

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<sup>21</sup> *The head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area. R.S.O. 1990, c. E.9, s. 4 (1).*

<sup>22</sup> *11 (1) A lower-tier municipality and an upper-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in subsection (4). 2006, c. 32, Sched. A, s. 8.*

- ☐ Are additional personnel and resources required to maintain the continuity of operations?
- ☐ Could it require assistance from the provincial or federal government (e.g. military equipment)?
- ☐ Does it involve a structural collapse?
- ☐ Is it a complex chemical, biological, radiological, or nuclear (CBRN) incident?
- ☐ Could it require the evacuation and/or sheltering of people or animals?
- ☐ Could you receive evacuees from another community?

### **Economic and Financial**

- ☐ Does it pose a disruption to routine transportation, rerouting large numbers of people and vehicles?
- ☐ Could it have a long term impact on the economic viability/sustainability resulting in unemployment, or lack of restorative measures necessary to re-establish commercial activity?
- ☐ Is it possible that the municipality may take legal action against a specific person, corporation, or other party that caused the emergency to occur?

A positive response to one or more of these factors may warrant a declaration of emergency.

Upon declaration of an emergency, the ECG will complete the appropriate Declaration of an Emergency form, and ensure that the following are notified:

- ☐ The public
- ☐ All members of Council
- ☐ All Heads of Council within Dufferin County
- ☐ Provincial Emergency Operations Centre
- ☐ All contiguous municipalities
- ☐ Local Member of the Provincial Parliament (MPP)
- ☐ Local Member of Parliament (MP)

### 3.10 Delegation of Councils Authority

During a declared emergency the Council of the municipality shall be deemed to have delegated its authority to the Head of Council.

The authority delegated to the Head of Council shall be utilized in accordance with the following criteria;

- Facilitates a rapid respond to the situation
- Alleviate harm or damage
- Exercising the delegated authority is a reasonable alternative to other measures that might be implemented
- The delegated authority only applies to the necessary areas/functions of the municipality
- The delegated authority is in effect for 30 days or the duration of declared emergency, whichever comes first. Council may extend the delegated authority for 30 additional days as often as is required.



NEW

Within 60 days of the termination of an emergency, the Head of Council shall present a staff report to the municipal council providing:

- The justification for having exercised the delegated authority
- An outline of the actions taken
- Recommendations of lessons learned arising from the emergency

### 3.11 Role of Elected Council Members

Council members will not be present in the EOC but will be expected and encouraged to liaise with their constituents and relay any concerns or pertinent information to the Head of Council. The Head of Council will liaise directly with the Senior Municipal Official.

With the exception of the Head of Council, the Members of Council will not be included in MCEG meetings.

### 3.12 Termination of an Emergency

A municipal emergency may be terminated at any time.<sup>23</sup>

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<sup>23</sup> The head of council or the council of a municipality may at any time declare that an emergency has terminated. R.S.O. 1990, c. E.9, s. 4 (2).

The Premier of Ontario may at any time declare that an emergency has terminated. R.S.O. 1990, c. E.9, s. 4 (4).

When terminating an emergency, the Head of Council will complete the appropriate Termination of Declared Emergency form, and will ensure the following are notified:

- ❑ The public
- ❑ All members of Council
- ❑ All Heads of Council within Dufferin County
- ❑ Provincial Emergency Operations Centre
- ❑ All contiguous municipalities
- ❑ Local Member of the Provincial Parliament (MPP)
- ❑ Local Member of Parliament (MP)

### **3.13 Public Health Emergencies**

The local public health authority is the lead agency during a public health emergency in Dufferin County. The primary responsibilities of the Medical Officer of Health and the health authority are:

- ❑ Immediately notify the Senior Municipal Official or the Community Emergency Management Coordinator of any public health emergencies
- ❑ Act as Incident Commander or as part of a Unified Command<sup>24</sup> structure, in response to a human health emergency
- ❑ Activate the Public Health Response Plan as required
- ❑ Work with the Emergency Information Officer<sup>25</sup> to prepare information/instructions for dissemination to the media pertaining to public health risk reduction.
- ❑ Consult on the safe disposal of biohazardous and/or other dangerous material that may affect public health
- ❑ Coordinate vaccine management and implement mass immunization plan, as required
- ❑ Advise the ECG on potability of water supplies and sanitation facilities, as required
- ❑ Liaise with the Ministry of Health and Long-Term Care - Public Health Division
- ❑ Consult with the coroner on temporary morgue facilities as required
- ❑ Coordinate local community medical resources (family health teams, hospitals, etc.) in response to the emergency
- ❑ Fulfill legislative mandate of the Medical Officer of Health as outlined in provincial legislation
- ❑ Provide direction on any matters which may adversely affect public health
- ❑ Coordinate on preventing human health risks in evacuation centres/shelters including areas of food preparation, infection prevention and control, water quality, and sanitation

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<sup>24</sup> A structure that brings together the major organizations involved in the incident in order to coordinate an effective response, while at the same time allowing each to carry out their own jurisdictional, legal, and functional responsibilities.

<sup>25</sup> An individual responsible for acting as the primary public and media contact for emergency information requirements.

- ☐ Maintain records of all actions taken
- ☐ Participate in post-emergency debriefings

### **3.13.1 Municipal Support to Public Health**

At the request of the Medical Officer of Health or an authorized representative the municipality will provide all reasonable resources in support of a response to a public health risk.

### **3.13.2 Public Health Emergency Declaration**

The legislated authority to declare any type of emergency in a municipality belongs to the Head of Council. In the event of a public health related emergency the Medical Officer of Health may request that Head of Council declare an emergency to assist in mitigating the effects of such emergency.

### **3.13.3 Public Health Orders**

The *Health Protection and Prevention Act* grants the Medical Officer of Health or a public health inspector the authority to issue written orders<sup>26</sup> to decrease or eliminate hazards to the public's health.

An order issued under this section by the Medical Officer of Health or a public health inspector may include<sup>27</sup>, but is not limited to,

- ☐ requiring the vacating of premises;
- ☐ requiring the closure of premises or a specific part of the premises;
- ☐ requiring the placarding of premises;
- ☐ requiring the correction of conditions, on or about premises specified in the order;
- ☐ requiring the removal of anything that the order states is a health hazard;
- ☐ requiring the cleaning and/or disinfecting, of the premises or the thing;
- ☐ requiring the destruction of a thing;

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<sup>26</sup> 13 (1) A medical officer of health or a public health inspector, in the circumstances mentioned in subsection (2), by a written order may require a person to take or to refrain from taking any action that is specified in the order in respect of a health hazard. R.S.O. 1990, c. H.7, s. 13 (1).

(2) A medical officer of health or a public health inspector may make an order under this section where he or she is of the opinion, upon reasonable and probable grounds,

(a) that a health hazard exists in the health unit served by him or her; and  
 (b) that the requirements specified in the order are necessary in order to decrease the effect of or to eliminate the health hazard. R.S.O. 1990, c. H.7, s. 13 (2).

<sup>27</sup> R.S.O. 1990, c. H.7, s. 13 (4).

- ☐ prohibiting or regulating the manufacturing, processing, preparation, storage, handling, display, transportation, sale, offering for sale or distribution of any food or thing;
- ☐ prohibiting or regulating the use of any premises or thing.

### 3.13.4 Communicable Disease Order

A medical officer of health has the authority<sup>28</sup> under the *Health Protection and Promotion Act* to require a person, or a class of persons, to take or to refrain from taking actions when a communicable disease exists, may exist or when there is an immediate risk of an outbreak of a communicable disease outbreak within their jurisdiction. An order under this section may include, but is not limited to,

- ☐ Closure of a premises or a specific part of the premises;
- ☐ placarding of premises to give notice of an order;
- ☐ requiring any person that may have a communicable disease to isolate and remain in isolation from other persons;
- ☐ requiring the cleaning and/or disinfecting of a premises or thing;
- ☐ requiring the destruction of a thing;
- ☐ requiring a person, or persons, to submit to an examination by a physician;
- ☐ requiring a person, or persons, to place themselves under the care of a physician;
- ☐ requiring a person, or persons, to conduct themselves in such a manner as not to expose another person to infection.

### 3.13.5 No Requirement for Emergency Declaration

The authority of the Medical Officer of Health is not contingent on a municipal declaration of emergency.

## 4 MUTUAL ASSISTANCE

### 4.1 Background

When a municipality's own resources are overwhelmed or at risk of being overwhelmed, the municipality may choose to request assistance from one or more other municipalities.

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<sup>28</sup> 22 (1) A medical officer of health, in the circumstances mentioned in subsection (2), by a written order may require a person to take or to refrain from taking any action that is specified in the order in respect of a communicable disease. R.S.O. 1990, c. H.7, s. 22 (1).

There is no requirement to declare an emergency before a request can be made for assistance however, the requesting and/or assisting municipalities can do so should they believe it to be necessary.

Mutual Aid Agreements as well as Mutual Assistance Agreements ensure that the additional resources required to effectively manage an emergency are available from another municipality or agency.

### **Mutual Aid Agreements – Fire Services**

The request to execute the County of Dufferin Fire Mutual Aid Plan<sup>29</sup> will be the responsibility of the Senior Official - Fire Services or the County Fire Coordinator and is separate from this plan.

### **Mutual Assistance Agreements – Close Municipalities**

The County of Dufferin maintains agreements similar to this with several nearby municipalities. Currently Mutual Assistance Agreements<sup>30</sup> exist between Dufferin County and:

- Bruce County;
- Simcoe County;
- Wellington County, and;
- The Town of Caledon.

## **4.2 Objectives**

This plan will ensure that a process for requesting and providing assistance within Dufferin County exists. Such assistance may include services, personnel, equipment and materials. These agreements enable municipalities, in advance of an emergency, to set the terms and conditions of the assistance which may be requested or provided.

## **4.3 Purpose**

A mutual assistance agreement ensures that municipalities requesting and providing assistance are not hampered by negotiating terms and conditions at the time of an emergency and may request, offer or receive assistance according to the predetermined and mutually agreed to arrangements.

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<sup>29</sup> An agreement developed between two or more emergency services to render aid to the parties of the agreement. These types of agreements can include private sector emergency services when appropriate.

<sup>30</sup> An agreement developed between two or more jurisdictions to render assistance to the parties of the agreement. Jurisdictions covered with these types of agreements could include neighbouring, cities, regions, provinces or nations.

#### **4.4 Activation**

Requests for mutual assistance shall be made by the Senior Municipal Official of the requesting municipality to the Senior Municipal Official of the assisting municipality.

#### **4.5 Notifications**

When the Senior Municipal Official or his/her designate activate this agreement the following personnel will be notified:

- ☐ Community Emergency Management Coordinator
- ☐ Emergency Control Group
- ☐ Head of Council

Contact information for the above personnel can be found in the Emergency Contact List.

#### **4.6 Procedure - Requesting Assistance**

Upon determining that the need for mutual assistance exists the Senior Municipal Official will:

- ☐ Contact those municipalities that are party to this agreement and which may have the resources required to request assistance.
- ☐ Within three (3) days provide the details of the request in writing to any assisting municipality. See Appendix A below.
- ☐ Liaise with assisting municipality often.

#### **4.7 Providing Assistance**

Upon receiving a request from a municipality that is a party to this agreement the Senior Municipal Official of the assisting municipality will:

- ☐ Determine the capacity to provide the requested assistance
- ☐ Approve or deny the request
- ☐ If assistance is to be provided, direct staff to provide the requested assistance
- ☐ Liaise with the requesting municipality often

#### **4.8 Mutual Assistance within the County of Dufferin**

Any member municipality may request assistance from the County at any time by contacting the CEMC who will consult with the County's Senior Municipal Official. A request for assistance from the County shall not be deemed a request that the County assume authority or control of the emergency; the County's role will be one of support and assistance.

The County of Dufferin is not empowered to direct the activities of a local municipality in responding to an emergency, without the consent of the municipality(s) involved.

#### **4.8.1 Forms of Assistance**

The member municipalities and the County of Dufferin agree that in an emergency, any party to this ERP may request assistance in the form of personnel, services, equipment, or material from the other parties.

#### **4.8.2 Requesting Assistance**

The request for assistance shall be made by the Senior Municipal Official (SMO) of the requesting municipality to the SMO of the assisting municipality. The municipality may make the initial request for assistance verbally, however, any request for assistance shall be confirmed in writing by the requesting municipality within three (3) days of the initial request.

#### **4.8.3 Scope of Assistance Required**

Each request, where possible, shall set out the specific personnel, services, equipment or material that is requested, and which the assisting municipality is able to provide. The assisting municipality may request such reasonable additional information as it considers necessary to confirm the nature of the emergency and to assess the type, scope, nature and amount of assistance to be provided.

#### **4.8.4 No Obligation to Provide Assistance**

Nothing in this ERP shall require or obligate or be construed to require or obligate a municipality to provide assistance. Each municipality shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.

#### **4.8.5 No Liability**

No liability shall arise against the assisting municipality if it fails, for any reason whatsoever, to respond to a request for assistance made under this plan.

#### **4.8.6 Limitations on Scope of Assistance**

When assistance has been offered or provided by the assisting municipality, the Assisting Municipality is not obligated to provide any additional assistance or to do anything or take any action beyond that which is specifically agreed to in the request for assistance

#### **4.8.7 Withdrawal of Assistance**

Nothing in this ERP shall prevent the assisting municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours' notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality without notice.

#### **4.8.8 Termination of Assistance Request**

The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this in writing.

## **5 Costs Associated with Mutual Assistance within the County of Dufferin**

### **5.1 Reimbursement for Direct and Indirect Costs**

The municipalities agree that any and all *direct and indirect* costs for assistance are to be paid by the assisted municipality. The assisted municipality shall be responsible to pay for any and all actual costs incurred by the assisting municipality in providing the assistance. Such costs shall include: all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance including those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance, providing all such costs are reasonable for the circumstances.

### **5.2 Exclusion for Benefit Costs**

Reimbursable costs shall not include the assisting municipality's cost of employment benefits which includes, for the purposes of this plan, Canada Pension Plan, Employment Insurance, OMERS (or equivalent) contributions, and/or contributions made to life insurance, health, dental, and/or disability plans or policies.

### **5.3 Reimbursement for Operating Costs**

The assisted municipality may also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, including, but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services and material furnished as assistance



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to the assisted municipality under this ERP. The assisted municipality shall be responsible for the cost of replacing equipment or material furnished by the assisting municipality if damaged beyond reasonable repair.

#### **5.4 Municipality Not Relieved of Financial or Legislated Responsibility**

The assisted municipality shall not be deemed to be relieved of any financial or legislated obligations should the County of Dufferin Municipal Emergency Control Group assume coordination of an emergency.

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## 5.5 Request for Mutual Assistance Form

I, \_\_\_\_\_, Chief Administrative Officer/Designated Official of The REQUESTING MUNICIPALITY, duly authorized to do so by the Council of The REQUESTING MUNICIPALITY, do hereby request of The ASSISTING MUNICIPALITY, to provide assistance in the form of:

\_\_\_ PERSONNEL

\_\_\_ SERVICES

\_\_\_ EQUIPMENT

\_\_\_ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

The above confirms the assistance verbally requested on \_\_\_\_\_, and which assistance The ASSISTING MUNICIPALITY has agreed to provide.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

NAME

Chief Administrative Officer

The REQUESTING MUNICIPALITY

## 6 EMERGENCY ALERTING



The Alert Ready emergency alerting system is used by authorized officials when there is, an imminent threat to life;

- ☐ a serious threat to public health,
- ☐ a serious threat to community safety or security;
- ☐ or substantial damage to property.

Emergency alert messages will contain the following information;

- ☐ A description of the threat
- ☐ Alert area boundaries
- ☐ Actions the public should take to protect themselves
- ☐ Expiry date and time;
- ☐ Details on how recipients can receive additional information.

### 6.1 Actions Upon Receiving an Emergency Alert

When an emergency alert is received it is important to act immediately.

- ☐ Stop what you are doing, when it is safe to do so, and read the emergency alert.

The alert will include the information you need and guidance for the general public to take. This could include but is not limited to: limiting unnecessary travel, evacuating a specified area, seeking shelter, etc.

#### 6.1.1 Emergency Alerts While Driving

It is important to act safely, especially if the emergency alert is received while operating a vehicle. If you are driving, it is important to remain calm and pull over at your earliest opportunity to view the emergency alert.

#### 6.1.2 Emergency Alerts and Municipal Officials

When an emergency alert is received municipal officials should,

- ☐ ensure their safety and the well-being of their family;

- ❑ assess the impact of the emergency and determine if they are able to respond if asked to do so;
- ❑ notify their immediate supervisor and manager by SMS or email of their situation, availability and any required supports.

Supervisors and managers will,

- ❑ compile a list of staff that are available to report for work;
- ❑ determine what support staff may require to assist them in reporting for work;
- ❑ prepare to adjust regular scheduling to accommodate the community response effort;
- ❑ provide an update to the department head on the status of their division.

Additionally, members of the Emergency Control Group will;

- ❑ report their situation, availability and any required supports to the senior municipal official.

If the communications network has been impacted and it is not possible to communicate please refer to the 'communications outage' annex of this plan.

## **7 EVACUATION & SHELTER-IN-PLACE DIRECTIVES**

### **7.1 Evacuation Directive**

Evacuations may take place prior to, during, or after an incident has occurred. An evacuation may encompass any part of the municipality issuing the evacuation directive.

It may be necessary to carry out an evacuation while a threat is impacting the community. With an evacuation of this type any delay may have a significant impact on public safety.

### **7.2 Shelter-in-Place Directive**

In certain circumstances and when the present location affords adequate protection against the threat, emergency officials may direct people to shelter-in-place.

While the primary goal of any response action is to save lives, the ability to evacuate people quickly and efficiently should be weighed against the risks of remaining in place.

### **7.3 Notifying the Public of Directive**

When it is necessary to direct an evacuation or shelter-in-place the Incident Commander will determine the most appropriate manner of notifying those affected. Such notification may include, but is not necessarily limited to the following,

- ❑ door-to-door visit by uniformed personnel;
- ❑ telephone notifications;
- ❑ issuance of an Alert Ready emergency alert.

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## 8 PARTNERS AND RESOURCES

### 8.1 Federal Resources

All federal resources, military equipment, aircraft, services, and activation of emergency plans and procedures must be requested via the Provincial Emergency Operations Centre.

### 8.2 Provincial Resources

Communities requiring assistance can contact the Provincial Emergency Operations Centre (PEOC)<sup>31</sup> at any time for advice related to managing emergencies.

Requests to the Province of Ontario can be made at any time without any loss of control or authority. Any request for assistance can be initiated through the Provincial Emergency Operations Centre (PEOC).

### 8.3 Ministry of Solicitor General

#### 8.3.1 Provincial Emergency Operations Centre (PEOC)

If an emergency is declared, OFMEM will routinely deploy a Field Officer to the local Emergency Operations Centre to assist the community. The Field Officer will be the link between the municipality and the province for both provincial, and if necessary, federal resources.

#### 8.3.2 Specialized OFMEM Resources

On behalf of the Province, the Office of the Fire Marshal and Emergency Management (OFMEM) oversees, administers and supports OFMEM Memorandums of Understanding (MOUs) with nine municipal fire services. These MOUs enable trained responders to be deployed throughout Ontario as needed in support of local responders dealing with large scale natural or man-made emergencies that exceed local capacity, when an emergency is declared.

##### 8.3.2.1 Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE)

The OFMEMs CBRNE resources include the following;

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<sup>31</sup> A fully equipped facility maintained by Emergency Management Ontario (EMO) that can be activated in response to, or in anticipation of, emergencies. The PEOC is staffed with appropriate representatives from ministries that have been delegated responsibilities for those emergencies as well as EMO staff. It serves as an initial point-of-contact for the affected municipality and federal interests.

- ❑ Three specialized expert (technician) Level 3 Chemical / Biological / Radiological / Nuclear/Explosive (CBRNE) Response Teams (established in Toronto, Windsor and Ottawa)
- ❑ Six operational support Level 2 teams (Peterborough, Cornwall, Sault Ste. Marie, Thunder Bay, North Bay, and Cambridge/Waterloo/Kitchener)

### **8.3.2.2 Heavy Urban Search and Rescue (HUSAR)**

The OFMEMs HUSAR resources are based in Toronto and can be deployed anywhere in Ontario.

#### ***Activation of Provincial CBRN or HUSAR Resources***

The municipality requiring the assistance of a CBRNE or HUSAR team **DOES NOT** have to, or be in the process of, declaring an emergency pursuant to the Emergency Management Act, R.S.O. 1990, c. E-9.

All requests for assistance from a CBRNE or HUSAR team will be received and coordinated through the Provincial Emergency Operations Centre (PEOC).

- ❑ Should an emergency occur, that in the opinion of the county fire coordinator or his/her designate, cannot be addressed through the resources of the local fire department, the mutual aid system or contracted service providers, he/she may contact the PEOC to request the response of a CBRNE or HUSAR team.
- ❑ The decision to activate one or more of the teams as part of the provincial response to an emergency will be approved by the appropriate Ministry of Community Safety and Correctional Services representative through the PEOC.
- ❑ The PEOC, in conjunction with the Office of the Fire Marshal will be responsible for overall coordination and direction of the response, and the PEOC will be responsible for coordinating any necessary funding to support the activation of a CBRNE or HUSAR team.
- ❑ Local personnel will be in overall command of the emergency situation and will be responsible for coordination of local resources and those of the responding fire department(s).
- ❑ The individual activities of a CBRNE or HUSAR team will be under the command of the officer-in-charge of the CBRNE or HUSAR team.
- ❑ The CBRNE response teams are not intended to fight fires involving hazardous materials. When fire departments respond to hazardous material fires, the normal

method of activating mutual aid is to be followed for additional fire suppression assistance.

- ❑ The CBRNE or HUSAR team will not respond outside its home municipality as part of the memorandum of understanding unless deployed by the PEOC.

## **8.4 Ministry of Health**

### **8.4.1 Emergency Medical Assistance Team (EMAT)**

The EMAT is a mobile medical field unit that can be deployed anywhere in Ontario with road access within 24 hours. The EMAT can set-up a 56 bed unit that provides a staging and triage base, and has the capability to treat 20 acute care patients and 36 intermediate care patients. In addition, the EMAT can provide :

- ❑ Patient isolation in the case of an infectious diseases outbreak;
- ❑ Medical support and decontamination in the case of a chemical, biological or radiological incident;
- ❑ Case management and triage of patients in a mass casualty situation.

#### **8.4.1.1 Conditions for EMAT Deployment**

***All of the following elements must be present prior to EMAT deployment***

- ❑ Emergency is focused on a severe respiratory illness or, mass casualty incident or requires medical care for victims of chemical/biological/radiological/nuclear/Explosive (CBRNE)
- ❑ Code Orange invoked by hospital
- ❑ Municipal emergency response plan implemented
- ❑ Efforts to transfer patients out of hospital/region have been, or will rapidly become, inadequate
- ❑ Resolution of emergency is predicted to be greater than six hours plus EMAT response and travel time.

#### **8.4.1.2 Activation of Emergency Medical Assistance Team**

Activation of EMAT can be arranged through:

- ❑ Headwaters Health Care Centre's Emergency Operations Centre;
- ❑ Community Emergency Management Coordinator or his/her designate.

## **8.5 Ministry of the Environment, Conservation and Parks**

### **8.5.1 Spills Action Centre (SAC)**

The Ministry of the Environment (MOE) serves primarily as a regulatory agency. The Spills Action Centre, staffed on a 24-hour basis, receives and records province-wide reports of spills and coordinates appropriate responses.

Spills are defined<sup>32</sup> as the uncontrolled release of a hazardous chemical, either as a solid, liquid or a gas.

Spills must be reported<sup>33</sup> immediately to the Ministry of the Environment and to the municipality when they cause or are likely to cause any of the following:

- Impairment to the quality of the natural environment – air, water, or land
- Injury or damage to property or animal life
- Adverse health effects
- Risk to safety
- Making property, plant, or animal life unfit for use
- Loss of enjoyment of normal use of property
- Interference with the normal conduct of business

The Spills Action Centre has access to extensive chemical database systems and often provides clean up advice over the phone. Depending on the nature and impact of an incident, the Spills Action Centre can activate various levels of ministry response. If there is a spill or other environmental emergency

## **8.6 Ministry of Municipal Affairs and Housing**

### **8.6.1 Disaster Recovery Assistance for Ontarians**

Disaster Recovery Assistance for Ontarians is designed to provide financial assistance to home and business owners in the aftermath of a natural disaster that causes costly, widespread damage to eligible private property.

The Minister of Municipal Affairs and Housing may activate the program for areas affected by natural disasters. Applicants within an area for which the program has been activated can apply to be reimbursed for basic, necessary costs related to the disaster.

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<sup>32</sup> Ministry of Energy, Northern Development and Mines, 2018.

<sup>33</sup> O.Reg. 675/98 Classification and Exemption of Spills and Reporting of Discharges

### **8.6.2 Municipal Disaster Recovery Assistance**

The Municipal Disaster Recovery Assistance program helps municipalities that have incurred extraordinary costs because of a natural disaster.

Eligible expenses may include capital costs to repair public infrastructure or property to pre-disaster condition, and operating costs over and above regular budgets that are necessary to protect public health, safety or access to essential services.

Costs are not eligible if they are covered by insurance or if they would have been incurred anyway had the natural disaster not occurred.

#### **Program activation and delivery**

The Minister of Municipal Affairs and Housing makes the decision to activate the program based on evidence demonstrating that the event meets the eligibility criteria for Municipal Disaster Recovery Assistance. The minister considers both the cause and extent of damage, along with the initial claim and supporting documentation provided by the municipality.

If the program is activated, the province and municipality enter into a grant agreement. All payments under the grant agreement are based on eligible costs actually incurred by the municipality as a result of the natural disaster.

#### **Eligibility Requirements**

In order to be eligible for the program, a municipality must have:

Experienced a sudden, unexpected and extraordinary natural disaster.

Incurred costs over and above regular budgets that can be demonstrably linked to the disaster. These costs must equal at least three per cent of the municipality's Own Purpose Taxation levy.

Passed a resolution of council and submitted an initial Municipal Disaster Recovery Assistance claim (with supporting documentation) within 120 calendar days of the date of the onset of the disaster.

## **8.7 Conservation Authorities**

The *Conservation Authorities Act, R.S.O. 1990, c. 27* assigns local conservation authorities the responsibility of coordinating flood control<sup>34</sup> within their area of jurisdiction and providing warnings to municipalities and the public.

The following Conservation Authorities have jurisdiction for a portion of Dufferin County and each has a current flood plan:

- Credit Valley Conservation
- Grand River Conservation Authority
- Saugeen Valley Conservation Authority
- Nottawasaga Valley Conservation Authority
- Toronto Region Conservation Authority

## **8.8 Public and Separate School Boards**

The school boards within the County of Dufferin are responsible for the care of the school population, all school buildings and facilities, and school buses in accordance with their own emergency response plans.

## **8.9 Partners Engaged in Emergency Response (PEERs)**

### **8.9.1 Salvation Army**

The Salvation Army, under the direction of the Senior Official – Community Services, will be responsible for the provision of qualified personnel to assist Community Services staff in their mandate to deliver clothing, food and personal services.

The Salvation Army also manages a transitional housing unit on behalf of the County of Dufferin which may be utilized for emergency housing.

### **8.9.2 Canadian Red Cross**

Should an emergency shelter need to be set up to receive and shelter evacuees it will operate under the authority of the Senior Official – Community Services and staffed by the Canadian Red Cross.

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<sup>34</sup> 21 (1) For the purposes of accomplishing its objects, an authority has power,  
(j) to control the flow of surface waters in order to prevent floods or pollution or to reduce the adverse effects thereof; R.S.O. 1990, c. C.27

The Canadian Red Cross will be responsible for:

- Registering evacuees
- Handling inquiries about evacuees
- Personal needs
- Food and Beverage services
- Clothing services
- Temporary lodging

#### **8.9.3 Area Lions Emergency Response Team (ALERT)**

All five Lions Clubs in Dufferin County have joined together to form the Dufferin Area Lions Emergency Response Team (**Dufferin ALERT**).

Upon receipt of a request for assistance from the Community Emergency Management Coordinator, the Dufferin ALERT Team is prepared to provide support and assistance in the event of an emergency within the County, in accordance with the Dufferin ALERT Team Emergency Management Plan and subject to the availability of members to respond.

#### **8.9.4 Ontario Society for the Prevention of Cruelty to Animals (OSPCA)**

The OSPCA, with the assistance of the Municipal Animal Control Officers, will be responsible for the following:

- Assist with the operation of temporary animal shelters
- Be prepared to evacuate and relocate animals under the care of the Humane Society should their facilities be located within the area to be evacuated

#### **8.9.5 Mennonite Disaster Services (MDS)**

MDS is the organized response to the needs of "neighbors" in time of disaster. We endeavor to give time, talents, and energies to help relieve suffering caused by disasters.

MDS focuses on helping the most vulnerable: the elderly, people with disabilities, single parents, the unemployed, the uninsured and the underinsured.

#### **8.9.6 Dufferin Emergency Search and Rescue (DESAR)**

DESAR is a group of certified volunteer ground search and rescue specialists based in Dufferin County. All searchers are certified by the Ontario Search and Rescue Volunteer Association and the Ontario Provincial Police.

## **9 LIST OF ANNEXES**

The annexes to this plan contain specific details about response procedures and, as such, may be strictly confidential.

### **1. Emergency Operations Centre Procedures**

- a. Emergency Operations
- b. Activity Log
- c. Emergency Contact List
- d. Municipal Incident Management System
- e. Emergency Support Services
- f. Donations Management
- g. Volunteer Management
- h. Recovery Operations
- i. Testing, Amendments, Distribution List

### **2. Agricultural Emergencies**

- a. Farm Animal Disease
- b. Food Contamination
- c. Plant Disease/Infestation

### **3. Environmental Emergencies**

- a. Drought/Low Water
- b. Earthquake
- c. Erosion
- d. Extreme Cold
- e. Winter Weather
- f. Extreme Heat
- g. Flooding
- h. Wildland Fire

### **4. Extraterrestrial Emergencies**

- a. Space Object Crash
- b. Space Weather

### **5. Hazardous Materials Emergencies**

- a. Spills in Transit
- b. Spills at Fixed Site

### **6. Human Health Emergencies**

- a. Water Quality
- b. Infectious Disease

- c. Substance Use/Overdose

## **7. Public Safety Emergencies**

- a. Terrorism
- b. Mass Gatherings
- c. Active Attacker
- d. CBRNE
- e. Civil Disorder
- f. Cyber Attack
- g. Electromagnetic Pulse
- h. Geopolitical Incidents
- i. Sabotage

## **8. Structural Failure Emergencies**

- a. Dam Failure
- b. Fire/Explosion
- c. Mine Emergency
- d. Structural Collapse

## **9. Supply and Distribution Emergencies**

- a. Communications Outage
- b. Power Outage
- c. Food Shortage
- d. Medical Supply Shortage
- e. Fuel Shortage

## **10. Transportation Emergencies**

- a. Aviation Crash
- b. Transit Crash
- c. Highway Crash

This annex includes details on the management of fuels during a shortage

Members of the public may access this document online or by visiting any municipal office located within the County of Dufferin.

**Accessible format available on request**

Questions or comments pertaining to this Emergency Response Plan or the County of Dufferin and Member Municipalities Emergency Management Program should be directed to;

Steve Murphy  
Community Emergency Management Coordinator  
Email: [smurphy@dufferincounty.ca](mailto:smurphy@dufferincounty.ca)  
Phone: 519-941-2816 Ext #2401



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

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

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

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

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

**REPORT TO COUNCIL**

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

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

**DATE: JULY 22, 2021**

**SUBJECT: RETURN OF DEPOSIT TO BENJAMIN AND MARY ANN FREY - LOT 35, CONCESSION 3 NE**

---

**RECOMMENDATION**

Be it resolved that: The security deposit of \$5,000.00 be returned to Benjamin and Mary Ann Frey, as the existing house on Lot 35, Concession 3 NE - 199125 2<sup>nd</sup> Line NE has been demolished.

**PURPOSE**

The purpose of this Report is to provide information to Council on why the deposit of \$5,000.00 is being returned to Benjamin and Mary Ann Frey.

**BACKGROUND AND DISCUSSION**

On August 19, 2020, Benjamin and Mary Ann Frey entered into an Agreement with the Township of Melancthon to retain the existing dwelling on Lot 35, Concession 3 NE to live in while constructing a new dwelling. A \$5,000.00 deposit was left as security that the existing house would be demolished when the new home was built. On July 22, 2021, Mr. and Mrs. Frey informed the Township via email that the existing house had been demolished.

**FINANCIAL**

N/A

Respectfully submitted,

Denise B. Holmes, AMCT, CAO/CLERK

Act # 4

AUG 12 2021

## Denise Holmes

---

**From:** Jennifer Willoughby <jwilloughby@shelburne.ca>  
**Sent:** Monday, July 19, 2021 10:17 AM  
**To:** Nicole Martin; Denise Holmes; Fred Simpson; Mark Early; tatkinson@mulmur.ca; Nicole Hill; rsnyder@sdfd.ca; Kim Fraser; Roseann Knechtel  
**Subject:** Shelburne Council Resolution - Report CAO 2021-08 - Service Delivery Review Town of Shelburne  
**Attachments:** Report CAO 2021-08 Service Delivery Review Town of Shelburne.pdf

Good Morning

Attached please find a copy of report CAO 2021-08 – Service Delivery Review Town of Shelburne, that was considered by Shelburne Council at it's meeting held Monday July 12, 2021.

Subsequently the following resolution was passed:

Motion #9  
Moved By Councillor Buffett  
Seconded By Councillor Benotto

BE IT RESOLVED THAT Council receives report CAO 2021-08 Service Delivery Review Town of Shelburne for information;

AND THAT Optimus SBR Inc. be assigned the project for a budget of up to \$70,000 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program second intake;

AND THAT as part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne.

CARRIED, Wade Mills

Thank You

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

The Town of Shelburne is proactively taking measures to limit the spread of COVID-19. Staff continue to work however there is no public access to Town Hall until further notice. While every effort will be made to support pick up scheduling Monday to Friday, appointments for 'curbside pick-up' will generally be scheduled on Tuesdays and Thursdays for such services as recycling and compost bins. We are encouraging everyone to take advantage of the digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#).

Thanks and stay healthy!.



*A People Place, A Change of Pace*  
**SHELBURNE**  
ONTARIO, CANADA

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<b>Meeting Date:</b>	Monday, July 12, 2021
<b>To:</b>	Mayor Mills and Members of Council
<b>From:</b>	Denyse Morrissey, Chief Administrative Officer
<b>Report:</b>	CAO 2021-08
<b>Subject:</b>	Service Delivery Review Town of Shelburne

---

### Recommendation

Be it Resolved that Council:

1. Receives report CAO 2021-08 Service Delivery Review Town of Shelburne for information; and that
2. Optimus SBR Inc be assigned the project for a budget of up to \$70,000 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program second intake; and that
3. As part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne.

## Background

### **Province of Ontario - Municipal Modernization Fund Second Intake**

The Province's program was announced on January 25, 2021 and the deadline for expressions of interest was March 15, 2021. The Town submitted an expression of interest for \$70,000 in project funding under the second intake of the Municipal Modernization Program for our Service Delivery Review (SDR).

The grant information submitted included the general scope of work:

- The Town of Shelburne participated in the County of Dufferin's SDR. Our SDR will continue that work based on the recommendations.
- The Service Delivery Review (SDR) will include assessment of efficiency and effectiveness; identification of additional services/resources that could be shared or services Town can provide to other local municipalities, assessment of the way the services are provided including organizational and staffing review, service enhancements, subsidy requirements (taxation) of service areas needed or revised to meet Council's commitments to a vibrant and healthy community including distribution or realignment of costs to priority areas, and consideration of future requirements.
- The expected outcome includes a more responsive organization in response to Council's strategic priorities including how annual budgets, both operating and capital are more responsive to evolving priorities and then shifting resources strategically.
- The SDR does not have a pre-determined focus on cost savings as the only outcome but rather to provide services in the most responsible and responsive manner, and to deliver the services our residents want (and demand) and are supportive of paying for through their taxes.

On June 30, 2021 the Town was advised by Minister Clark, Ministry of Municipal Affairs and Housing that the project would receive \$70,000 in funding. All funding is for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings and efficiencies by November 30, 2021.

The letter from the Minister Clark is provided in Appendix 1.

## **Council's Strategic Priorities**

Council's Strategic Priorities included:

Target T2 Municipal Services Review and Evaluation

A: Complete a service delivery review for all Town services and operations

B: Complete review of municipal services delivered by third-party boards and complete a governance review

## **Dufferin County Service Delivery Review**

Dufferin County received a grant to fund their Service Delivery Review (SDR) through the first intake of the Municipal Modernization Program. The SDR was divided into two parts:

- Part A – Shared Municipal Services/Resources
- Part B – County Operations and Community/Human Services

Significant review of lower tier municipal services was completed within Part A and recommendations were provided by Optimus. The firm presented their report to an All Council's meeting of Dufferin County municipalities on November 24, 2020. The firm also presented their report to Town of Shelburne Council on December 14, 2020.

The County of Dufferin's SDR and the recommendations provide comprehensive analysis that is relevant to Council's Strategic Priorities and specific Targets and action items. The Town would also be completing a SDR in 2021, and a Parks and Recreation Master Plan in 2021.

The County's RFP also provided an option for local municipalities to separately engage and hire the firm for their own service delivery review related needs.

## **County SDR Final Report – Third Party Board Governance**

Governance analysis related to two third-party boards, which are Centre Dufferin Recreation Complex (CDRC) and Shelburne and District Fire Services as part of the services areas of Indoor Recreation, and Fire Services was completed and recommendations made. The governance of these two third-party boards would have needed to be a component of the Town's SDR as they are included in Council's Strategic Priorities.

## Current Board of Management Funding Models and Contributions: Operating & Capital

- Centre Dufferin Recreation Complex: (allocations in place since 1978)

Shelburne	62%
Amaranth	15%
Melancthon	15%
Mono	8%

- Shelburne & District Fire Department: (changes annually based on 3 year fire call average, households and assessment)

Shelburne	54.69%
Amaranth	13.05%
Melancthon	15.03%
Mono	9.75%
Mulmur	7.48%

At the March 15, 2021 Special Council meeting the February 22, 2021 staff report CAO 2021-03 Service Delivery Review Final Report – Dufferin County was further discussed and the following resolution was passed:

*Council supports in principle, the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne;*

*AND THAT Staff is directed to review and outline the processes to move forward with the dissolution of the two boards and outline the estimated timelines and estimated costs in a follow up report;*

*AND THAT Council directs Staff to incorporate this general direction in the scope of work that would be required within the Town's Service Delivery Review, as well as Parks and Recreation Master Plan as both projects will be completed in 2021.*

On May 31, 2021 Council requested an update on when the staff report as per the direction, as extracted, on March 15, 2021 by Council:

*Staff is directed to review and outline the processes to move forward with the dissolution of the two boards and outline the estimated timelines and estimated costs in a follow up report.*

This report has recommended that as part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding two specific third party boards. This is in follow up to Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne. The associated timelines, potential costs and the Town's commitment to having continued service relationships for other communities would be reviewed and discussed as part of the consultations.

The consultation team(s) representing the Town has to be confirmed and is expected to include the Mayor, another member of Council and a member of senior staff.

The Town's SDR is expected to commence in late July 2021 and be completed by end of November 2021.

### Financial

The approved 2021 budget included \$25,000 to support the costs for an SDR and hiring a consultant.

With the \$70,000 in project funding provided by the Province of Ontario through the Municipal Modernization Program second intake, the \$25,000 can be realigned. This could include supporting the implementation needs and costs related to the SDR report and recommendations.

### Policies & Implications

Not applicable

### Consultation and Communications

Not applicable

## Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T2 Municipal Services Review and Evaluation

Target T7 Promote Partnerships and Collaboration

## Supporting Documentation

Appendix 1: Notice of SDR project funding, Minister Clark, Ministry of Municipal Affairs and Housing, June 30, 2021.

Respectfully submitted:

---

Denyse Morrissey, CAO

## Appendix 1

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

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

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

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



234-2021-3044

June 30, 2021

Your Worship  
Mayor Wade Mills  
Town of Shelburne

Dear Mayor Mills,

Thank you for your application to the second intake of the **Municipal Modernization Program** and for your commitment to delivering modern, efficient services that are financially sustainable.

Under the third-party review stream, I am pleased to inform you that the Ford government will provide funding of up to \$70,000 towards:

- Town of Shelburne Service Delivery Review

All funding is for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings and efficiencies by November 30, 2021.

In 2019, the Ford government launched the MMP to help small and rural municipalities modernize service delivery and identify new ways to be more efficient and effective. The impacts of the COVID-19 outbreak have made this work more important than ever. The projects selected for funding under the second intake of the Municipal Modernization Program will further support municipalities' efforts to implement efficiencies, with a focus on digital modernization, service integration, streamlining development approvals and alternative service delivery.

I understand how important this work will be to your community. To help you get started, an interim payment will be issued following execution of a transfer payment agreement. Ministry staff will forward instructions and a transfer payment agreement for each approved project in the coming days and will work with you to have it finalized. If you have questions, please contact your municipal advisor, or email [municipal.programs@ontario.ca](mailto:municipal.programs@ontario.ca).

I would like to offer my congratulations on this funding approval and extend my best wishes as you work to improve service delivery and administrative efficiency in your municipality.

Sincerely,

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

Steve Clark  
Minister

c. Denyse Morrissey, Chief Administrative Officer, Town of Shelburne  
Carey Holmes, Treasurer, Town of Shelburne  
The Honourable Sylvia Jones, MPP, Dufferin—Caledon

## Denise Holmes

---

**From:** Denyse Morrissey <dmorrissey@shelburne.ca>  
**Sent:** Wednesday, July 28, 2021 12:35 PM  
**To:** Denise Holmes; Tracey Atkinson; Nicole Martin; Fred Simpson; Mark Early; Roseann Knechtel  
**Cc:** Jennifer Willoughby  
**Subject:** FW: Shelburne Council Resolution - Report CAO 2021-08 - Service Delivery Review Town of Shelburne  
**Importance:** High

Hello,

In follow up to the email from Jennifer with the July 12, 2021 staff report and direction from Council, I am writing to request a first meeting with each of the municipalities so that initial consultation, review of potential options and next steps and discussions regarding the motion can be commenced.

The Town's representatives are Mayor Wade Mills, Councillor Shane Hall, and myself.

We are suggesting that we meet as smaller working groups initially and you might have designated representatives of your Municipality. The first meeting would be virtual and via Zoom. It would be estimated to be 2 hours. An agenda and other information would follow.

The suggested dates August 5, August 6, August 9, August 10, August 11, August 12, August 23, August 24 or August 25.

And times suggested:

- 10 am to 12 noon
- 11 am to 1 pm
- 1 pm to 3 pm
- 2 pm to 4 pm
- 5:30 pm to 7:30 pm
- 6:30 pm to 8:30 pm

Thanks for advising what works best work for your municipality as soon as possible.

However, if is preferred that this be with your full Council via delegations by the Town of Shelburne at regular Council meetings please let us know.

Regards,  
Denyse

Denyse Morrissey, Chief Administrative Officer B.A; M.P.A. | Phone: 519-925-2600 ext 226 | Fax: 519-925-6134 | [dmorrissey@shelburne.ca](mailto:dmorrissey@shelburne.ca)

Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7 | [www.shelburne.ca](http://www.shelburne.ca)

 please consider the environment before printing this e-mail



*A People Place. A Change of Pace*  
**SHELburne**  
ONTARIO CANADA

The Town of Shelburne is proactively taking measures to limit the spread of COVID-19. As of July 20<sup>th</sup>, 2021 Town Hall will be open to the public Tuesday to Thursday from 10 am to 2 pm. Scheduled appointments are also available from Tuesday to Friday from 9 am to 4 pm upon request. We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#).

Thank you and stay healthy!

---

**From:** Jennifer Willoughby

**Sent:** Monday, July 19, 2021 10:17 AM

**To:** Nicole Martin <[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)>; Denise Holmes <[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)>; Fred Simpson <[fred.simpson@townofmono.com](mailto:fred.simpson@townofmono.com)>; Mark Early <[mark.early@townofmono.com](mailto:mark.early@townofmono.com)>; tatkinson@mulmur.ca; Nicole Hill <[nhill@sdfd.ca](mailto:nhill@sdfd.ca)>; rsnyder@sdfd.ca; Kim Fraser <[kfraser@shelburne.ca](mailto:kfraser@shelburne.ca)>; Roseann Knechtel <[rknechtel@mulmur.ca](mailto:rknechtel@mulmur.ca)>

**Subject:** Shelburne Council Resolution - Report CAO 2021-08 - Service Delivery Review Town of Shelburne

Good Morning

Attached please find a copy of report CAO 2021-08 – Service Delivery Review Town of Shelburne, that was considered by Shelburne Council at it's meeting held Monday July 12, 2021.

Subsequently the following resolution was passed:

Motion #9

Moved By Councillor Buffett

Seconded By Councillor Benotto

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AND THAT Optimus SBR Inc. be assigned the project for a budget of up to \$70,000 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program second intake;

AND THAT as part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne.

CARRIED, Wade Mills

Thank You

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

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Thanks and stay healthy!.

**CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW**

Number \_\_\_\_\_

**BEING A BY-LAW TO PROVIDE FOR THE  
ACTUAL ASSESSMENT ON PART OF THE  
No. 48 DRAINAGE WORKS, "A" Drain**

---

**WHEREAS** the No. 48 Drainage Works "A" Drain has now been completed

**AND WHEREAS** amounts to be levied are broken down as follows

Township of Amaranth	\$5,317.54
Township of Melancthon	<u>\$ 904.79</u>
Total	\$6,222.33

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

1. The amount of \$904.79, necessary to be raised for such work, shall be made a cash assessment upon the lands and roads affected, with interest at the rate set for collecting taxes in arrears being added after the date payment is called on the same.
2. This by-law shall come into force on the passing thereof and may be cited as the "No.48 Drainage Works, "A" Drain By-law".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

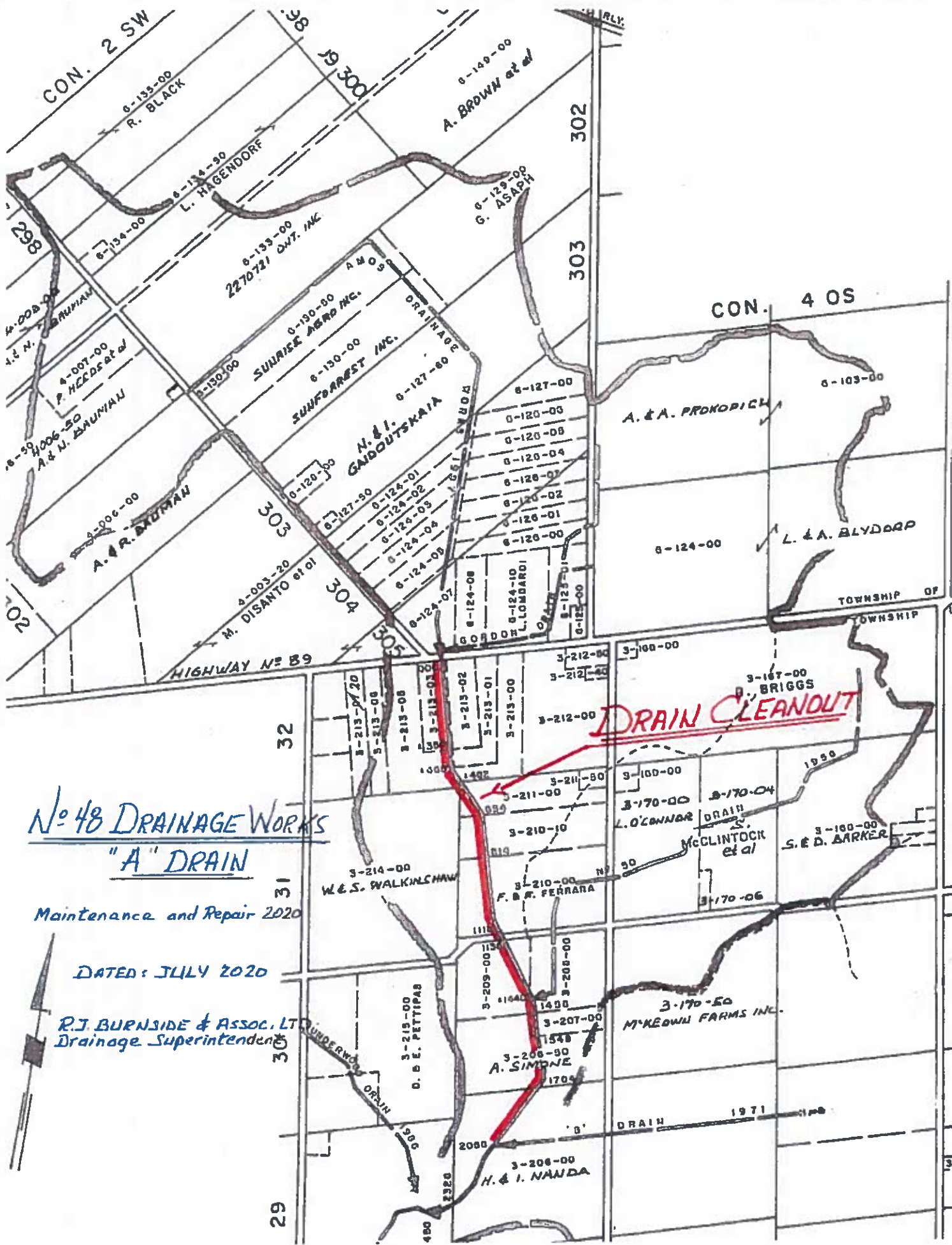
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

G:\By-law No. 48 "A" Dr.

GB# 16.2.1

AUG 12 2021



No 48 DRAINAGE WORKS  
"A" DRAIN

Maintenance and Repair 2020

DATED: JULY 2020

R.J. BURNSIDE & ASSOC. LTD.  
Drainage Superintendent

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NUMBER \_\_\_\_\_ - 2021**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO AS REPRESENTED BY THE MINISTER OF  
INFRASTRUCTURE AND THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

**WHEREAS** it is deemed expedient that the Corporation of the Township of Melancthon and Her Majesty the Queen and Minister of Infrastructure enter into an agreement for funding through the Investing in Canada Infrastructure Program (ICIP) Covid-19 Resilience Infrastructure Stream – Local Government Intake;

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

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

BY-LAW READ A FIRST AND SECOND TIME THIS 12<sup>TH</sup> DAY OF AUGUST, 2021.

BY-LAW READ A THIRD TIME AND PASSED THIS 12<sup>TH</sup> DAY OF AUGUST, 2021

\_\_\_\_\_  
HEAD OF COUNCIL

\_\_\_\_\_  
CLERK

EB# 16.2.2

AUG 12 2021

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “Agreement”) is effective as of the Effective Date.

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

**Her Majesty the Queen in right of Ontario,  
as represented by the Minister of Infrastructure**

**(“Ontario” or the “Province”)**

**- and -**

**Corporation of The Township of Melancthon**

**(CRA# 129192175)**

**(the “Recipient”)**

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

#### **1.1 Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

#### **1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

## **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

*Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and*

(h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWNSHIP OF MELANCTHON**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

**A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

**A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**"Aboriginal Community"** has the meaning ascribed to it in section I.1.1 (Definitions).

**"Aboriginal Consultation Record"** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**"Asset"** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**"Authorities"** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remedying).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion” or “Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
  - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

**A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

**A.3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

**A.3.2 Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2022, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

**A.4.1 Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

**A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such

election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

**A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

#### **A.10.0 INSURANCE**

**A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as

provided in section A.10.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its

control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A.14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

**A.14.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.

**A.14.5 Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A.15.0 NOTICE**

**A.15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule "B" (Specific Information), or as either Party later designates to the other by Notice.

**A.15.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

**A.15.3 Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

**A.16.1 Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

**A.17.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

**A.18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A.18.2 Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

**A.18.3 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

**A.19.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A.19.2 No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A.20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A.20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

**A.21.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

**A.22.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

**A.23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one

entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

**A.24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A.24.2 Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.25.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond

the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

#### **A.28.0 ABORIGINAL CONSULTATION**

**A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

**A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

**A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

#### **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

#### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

#### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
  - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iii) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

#### **END OF GENERAL TERMS AND CONDITIONS**

#### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE "B"**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is **December 31, 2025.**

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada's Maximum Contribution and Ontario's Maximum Contribution as set out in Sub-schedule "C.1" (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

**B.3.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p><b>Email:</b> ICIPCOVID@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p><b>Position:</b> Chief Administrative Officer/Clerk <b>Address:</b> 157101 Highway 10 Highway, ON, Melancthon, L9V2E6 <b>Email:</b> dholmes@melancthontownship.ca</p>

**[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE "C"**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule "C.1" (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

**C.2.0 PROJECT STANDARDS**

**C.2.1 Canada's Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province's and Canada's Consent.** Any change to any Project will require the Province's and Canada's consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE "C.1"**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1464880704	Roof Replacement of Public Works Building	03/08/2021	\$92,000.00	\$73,600.00	80%	\$18,400.00	20%

**(b) Project Description**

- (i) **Project - Roof Replacement of Public Works Building, case # 2020-11-1-1464880704.**

This project will fix the roof of Public Works Building as it is currently leaking. Equipment used to maintain the roads are stored in this building.

This project's activities include the installation of a layer of rigid roofing insulation to prevent heat loss, a new 60 mil thick seamless poly membrane system and new drain inserts, as well as adding a new parapet wall metal flashing.

This project will result in an extended life of the building and provide a more comfortable working environment for employees. Repairing the roof will enable the Municipality to move forward with the possibility of retrofitting the building with solar.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## **SCHEDULE "D"**

### **REPORTS**

#### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year.
- (b) **Claim Reports.** Other than for the Final Payment, once per calendar year, the Recipient will submit a request for payment for Eligible Expenditures, with respect to each Project, to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
  - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,
  - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

#### **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

#### **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

#### **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

**SCHEDULE “E”  
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2022 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient's Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE "G"**

### **COMMUNICATIONS PROTOCOL**

#### **G.1.0 DEFINITIONS**

**G.1.1 Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

**"Joint Communications"** means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

#### **G.2.0 PURPOSE**

**G.2.1 Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

**G.2.2 Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

**G.2.3 Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

#### **G.3.0 GUIDING PRINCIPLES**

**G.3.1 Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.

**G.3.2 Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

**G.3.3 Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

**G.3.4 Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

**G.3.5 Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

**G.4.1 Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.

**G.4.2 Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.

**G.4.3 Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of any Project.

**G.4.4 Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

**G.4.5 Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

**G.4.6 English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

**G.4.7 Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

#### **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

#### **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

#### **G.7.0 MEDIA RELATIONS**

**G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

#### **G.8.0 SIGNAGE**

**G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

**G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

**G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

**G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

**G.9.0 COMMUNICATING WITH RECIPIENT**

**G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

**G.10.0 ADVERTISING CAMPAIGNS**

**G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE "H" DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

**H.1.1 Definitions.** For the purposes of this Schedule "H" (Disposal of Assets):

**"Asset Disposal Period"** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

**H.2.1 Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

**H.2.2 Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

**SCHEDULE "I"**  
**ABORIGINAL CONSULTATION PROTOCOL**

**I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

**"Aboriginal Community"**, also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

**"Aboriginal Consultation Plan"** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

**I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan") in respect of each Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

**I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**

**SCHEDULE "J"**  
**REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

**J.1.1 Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

**"Final Payment"** means the final payment by the Province to the Recipient in respect of each Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

**J.2.1 Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule "J" (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

**J.2.2 Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

**J.3.1 Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of each Project to the Province in accordance with, and on the frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

**J.4.0 PAYMENTS OF FUNDS**

**J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support

and the Percentage of Federal Support as set out in Sub-schedule "C.1" (Project Description and Financial Information).

**J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule "A";
- (b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).

**J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments of Funds).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project's Substantial Completion.

**J.5.2 No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

**J.7.1 Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

**J.8.1 Final Payment.** Subject to paragraph A.4.2(c) of Schedule "A" (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule "A" (General Terms and Conditions) have been met.

**[SCHEDULE "K" – COMMITTEE FOLLOWS]**

## **SCHEDULE "K"** **COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



## Corporation of the Township of Melancthon

Moved by ..... "M. Mercer" .....

Seconded by .....

Date ..... August 12....., 2021

Be it resolved that:

4<sup>th</sup> Line NE and 5<sup>th</sup> Line be paved with asphalt by September 1, 2022 using monies from the working capital reserve fund and/or available grant monies.

<b>Recorded Vote</b>	<b><u>Yea</u></b>	<b><u>Nay</u></b>
Mayor Darren White		
Deputy Mayor David Besley		
Councillor Wayne Hannon		
Councillor Margaret Mercer		
Councillor James McLean		

Carried/Lost: \_\_\_\_\_  
MAYOR

GB# 16.3.1  
AUG 12 2021



## Corporation of the Township of Melancthon

Moved by ..... "D. Besley" .....

Seconded by ..... "J. McLean" .....

Date ..... August 12....., 2021

Be it resolved that:

Whereas, Land Acknowledgement Statements are a first step, and a means of bringing awareness to the pain, impact and legacies of colonialism and subjugation of Indigenous peoples. Be it resolved that the Township of Melancthon amend as appropriate, and adopt the Land Acknowledgement Statement presently used by the County of Dufferin. And further, that the adopted Land Acknowledgement be delivered at the beginning of every Township Council and Committee Meeting.

<u>Recorded Vote</u>	<u>Yea</u>	<u>Nay</u>
Mayor Darren White		
Deputy Mayor David Besley		
Councillor Wayne Hannon		
Councillor Margaret Mercer		
Councillor James McLean		

Carried/Lost: \_\_\_\_\_  
MAYOR

GB# 16.3.2

AUG 12 2021

**NOTICE OF A PUBLIC MEETING  
TO INFORM THE PUBLIC OF A PROPOSED  
ZONING BY-LAW AMENDMENT**

**RECEIPT OF COMPLETE APPLICATION**

**TAKE NOTICE** that Township of Melancthon has received a complete application to amend Municipal Zoning By-law 12-79. The purpose of the rezoning is to amend the Township's Comprehensive Zoning By-law to zone lands located in Part of Lot 37, Concession 3 N.E at 803027 220 Sideroad for the purpose of zoning the subject lands to recognize a deficient lot area.

**AND PURSUANT** to Section 34 (10) of the Planning Act, the application file is available for review at the Municipal Office. Please contact the Municipal Clerk to arrange to review this file.

**NOTICE OF PUBLIC MEETING WITH COUNCIL**

**TAKE NOTICE** that the Council for The Corporation of the Township of Melancthon will be holding a public meeting (described below) under Section 34 of the Planning Act, R.S.O. 1990, c.P. 13 as amended, to allow the public to comment on the proposed Zoning By-law Amendment.

**DATE AND LOCATION OF PUBLIC MEETING**

Date and Time: Thursday, August 12<sup>th</sup>, 2021 at 5:20 pm  
Location: Virtual Meeting – Please See Note Below

**NOTE:** This will be a virtual meeting. If you wish to attend the virtual meeting, please call or email the Township office prior to the day of the public meeting so you can be provided with a link to the meeting. If you do not have the capability to attend a virtual meeting, please provide written comments and a phone number where you can be reached to the Township Clerk prior to the public meeting.

**DETAILS OF THE ZONING BY-LAW AMENDMENT**

The application affects lands located in Part of Lot 37, Concession 3 N.E in the Township of Melancthon. A key map has been appended to this Notice which identifies the lands that are subject to the proposed amendment.

The subject lands were recently the subject of a consent approval for a lot addition (File B1/21). The purpose of the proposed by-law is to amend the Restricted Area (Zoning) By-Law No. 12-79 to rezone the subject lands from the existing General Agricultural (A1) Zone to a Rural Residential Exception (RR-173) Zone for the purpose of recognizing the deficient lot area of the resultant lot (0.4 ha instead of 0.8 ha).

**FURTHER INFORMATION AND MAP OF LAND SUBJECT TO THE APPLICATION**

A key map has been appended that identifies the lands that are subject to this amendment. The applicant's site plan is also available for review by contacting the Township office.

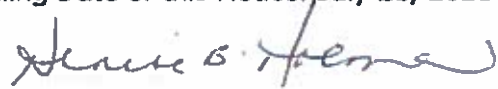
The purpose of this meeting is to ensure that sufficient information is made available to enable the public to generally understand the proposed Zoning By-law Amendment. Any person who attends the meeting shall be afforded an opportunity to make representations in respect of the proposed amendment.

If you wish to be notified of the decision of the Council for the Corporation of the Township of Melancthon in respect to the proposed Zoning By-law Amendment, you must submit a written request (with forwarding addresses) to the Clerk of the Township of Melancthon at 157101 Highway 10, Melancthon, Ontario, L9V 2E6 fax (519) 925-1110.

If a person or public body files an appeal of a decision of the Council for the Corporation of the Township of Melancthon, as the approval authority in respect of the proposed Zoning By-law Amendment, but does not make oral submissions at a public meeting or make written submissions to Council before the proposed amendment is approved or refused, the Ontario Land Tribunal may dismiss all or part of the appeal.

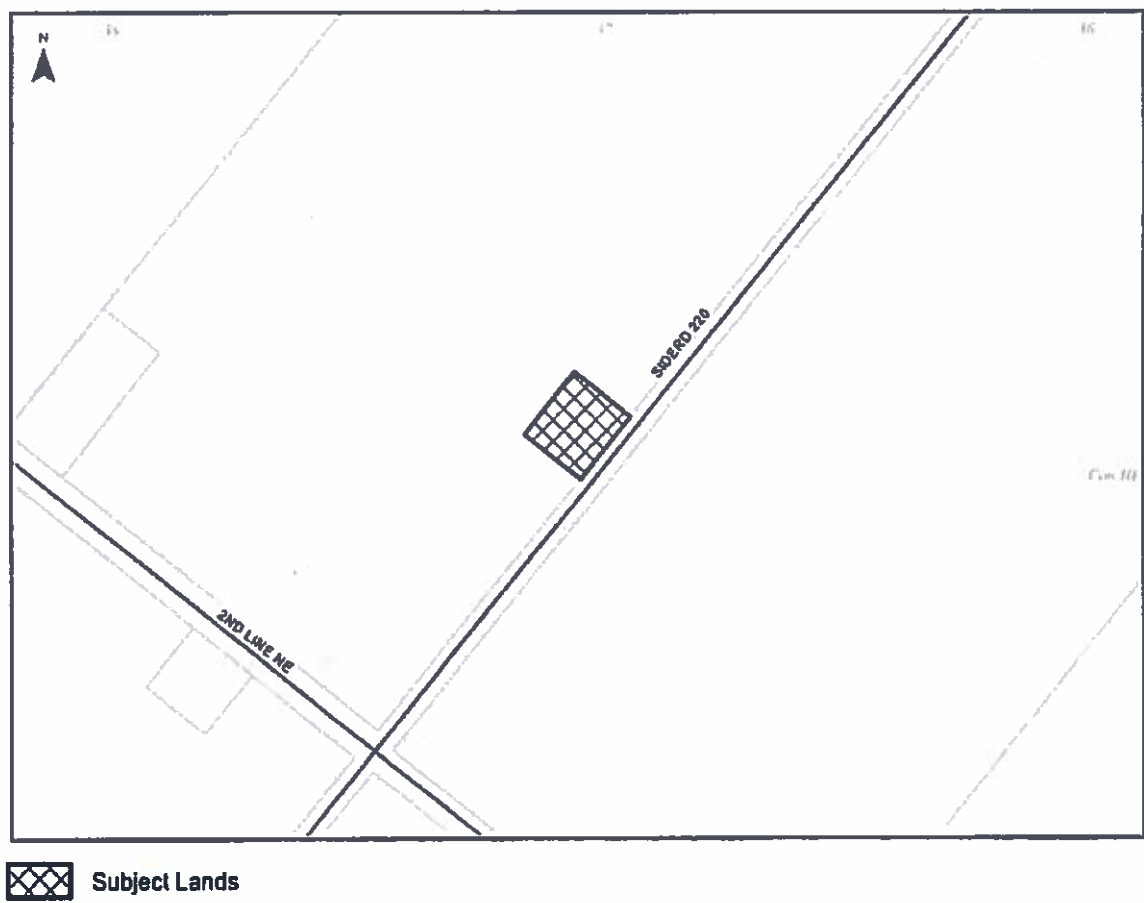
Further information regarding the proposed amendment is available to the public for inspection at the Township of Melancthon Municipal Office on Monday to Friday, between the hours of 8:30 a.m. and 4:30 p.m.

Mailing Date of this Notice: July 21, 2021



Denise Holmes, CAO  
Township of Melancthon

**LANDS SUBJECT TO APPLICATION FOR  
ZONING BY-LAW AMENDMENT**



## MEMORANDUM

**To:** Mayor White and Members of Committee  
**Copy:** Ms. Denise Holmes, CAO  
**From:** Chris Jones MCIP, RPP  
**Date:** August 4, 2021  
**Re:** Application for Zoning By-law Amendment (Fraser-Lee)

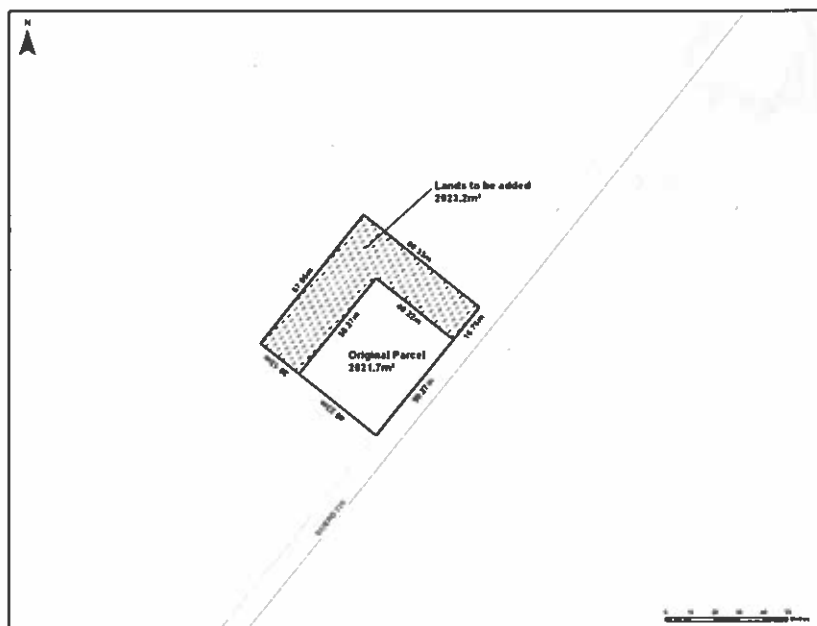
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## BACKGROUND

The Township is in receipt of an application for zoning by-law amendment for lands located in Part of Lot 37, Concession 3 N.E. The purpose of the application is to recognize the lot area of a lot that was recently the subject of a consent application for a lot addition (Consent File B1/21).

The consent approval severed and added lands having an area of approximately 2,023 m<sup>2</sup> (21,775 ft<sup>2</sup>) and a frontage of 16.76 metres (55 feet) and added it to an existing vacant residential lot as illustrated in Figure 1. The resultant lot has a lot area of 4,044 m<sup>2</sup> (43,529 ft<sup>2</sup>) and a frontage of 67 metres (220 feet).

Figure 1 – Sketch of Resultant Lot



## OFFICIAL PLAN

The subject lands are located in the Rural designation.

Section 7.2 (a) iv) of the Official Plan states:

*"Notwithstanding the policies of subsection (iii) above, or any other policy of this Plan, consents for land conveyances, or for conveyances of an interest in land may be granted for legal or technical reason such as minor boundary adjustments, provided such consent does not result in the creation of a new building lot..."*

## ZONING BY-LAW

The resultant lot is currently zoned General Agricultural (A1). As an existing lot of record, Section 4.4 of the Zoning By-law recognizes such lots as legal residential lots, however, given that the resultant lot will be "new" in the eyes of the Zoning By-law and will not comply with the minimum lot area requirement of the A1 Zone, a zoning by-law amendment is required to zone the resultant lot to a Rural Residential (RR) exception zone because the lot does not comply with the RR minimum lot area requirement of 0.8 ha.

## RECOMMENDATION

It is recommended that the zoning by-law amendment be approved.



Chris Jones MCIP, RPP

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. \_\_\_\_\_

(Fraser-Lee – August 4, 2021)

Being a By-law to amend By-law No. 12-79, as amended, the Zoning By-law for the Township of Melancthon for lands described legally as Part 1, Plan 7R-3423 and Part 1, Plan 7R-xxxx, located in Part Lot 37, Concession 3 N.E.T.S.R in the Township of Melancthon, County of Dufferin.

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

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

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

1. Schedule 'A' to Zoning By-law No. 12-79 as amended, is further amended by zoning lands described legally as Part 1, Plan 7R-3423 and Part 1 Plan 7R-xxxx, located in Part Lot 37, Concession 3 N.E.T.S.R from the General Agricultural (A1) Zone to the Rural Residential Exception (RR-173) Zone as shown on Schedule A-1 attached hereto, which forms part of this By-law.
2. And Furthermore, Zoning By-law No. 12-79 as amended, is further amended by amending Section 8.4 by adding the following new subsection after sub-section ppppp):

*qqqqq)Notwithstanding subsections 8.3 a) and b) to By-law 12-79 as amended, on lands described legally as Part 1, Plan 7R-3423 and Part 1, Plan 7R-xxxx, located in Part Lot 37, Concession 3 N.E.T.S.R and located in the RR-173 Zone, the Minimum Lot Frontage shall be 66 metres and the Minimum Lot Area shall be 0.4 hectares.*

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

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

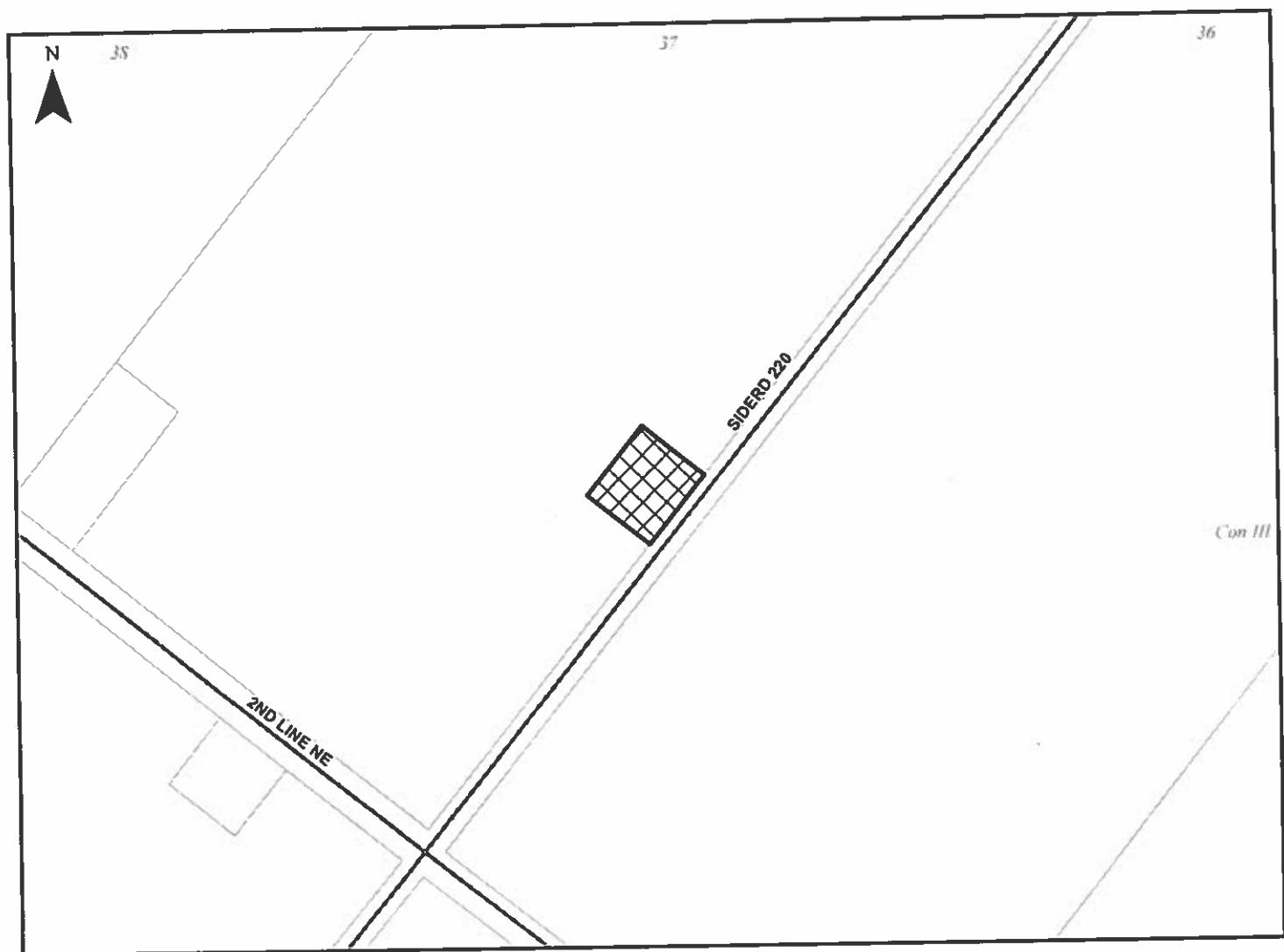
READ A FIRST AND SECOND TIME on the 12th day of August 2021.

READ A THIRD TIME and finally passed this 12th day of August 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Schedule 'A-1'  
By-law 2021-\_\_\_\_\_  
Lot 37, Concession 3 N.E.T.S.R.  
Township of Melancthon



Lands to be rezoned from the General Agricultural (A1) Zone  
to the Rural Residential Exception (RR-173) Zone

This is Schedule 'A-1' to By-law \_\_\_\_\_

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**MORDEN**

**NOTICE OF A PUBLIC MEETING  
TO INFORM THE PUBLIC OF A PROPOSED  
TEMPORARY USE ZONING BY-LAW AMENDMENT**

**RECEIPT OF COMPLETE APPLICATION**

**TAKE NOTICE** that the Township of Melancthon has received a complete application to amend Municipal Zoning By-law 12-1979. The application affects lands located at 077572 7th Line SW which are legally described as Lots 1 and 2, Plan 332 located in Part of Lot 21, Concession 7 S.W. (see attached Key Map). The purpose of the application is to permit the establishment of a feral cat rescue facility as a temporary use.

**AND PURSUANT** to Section 34 (10) of the Planning Act, the application file is available for review at the Municipal Office. Please contact the Municipal Clerk to arrange to review this file.

**NOTICE OF PUBLIC MEETING WITH COUNCIL**

**TAKE NOTICE** that the Council for The Corporation of the Township of Melancthon will be holding a public meeting under Section 34 and 39 of the Planning Act, R.S.O. 1990, c.P. 13 as amended, to allow the public to comment on the application for a proposed Zoning By-law Amendment.

The public meeting is being held for the application described below to enable interested members of the public to understand and comment on the Zoning By-law Amendment.

**DATE AND LOCATION OF PUBLIC MEETING**

Date and Time: Thursday, August 12<sup>th</sup>, 2021 at 5:30 pm  
Location: Virtual Meeting – Please See Note Below

**NOTE:** This will be a virtual meeting. If you wish to attend the virtual meeting, please call or email the Township office prior to the day of the public meeting so you can be provided with a link to the meeting. If you do not have the capability to attend a virtual meeting, please provide written comments and a phone number where you can be reached to the Township Clerk prior to the public meeting.

**DETAILS OF THE ZONING BY-LAW AMENDMENT**

The purpose of the proposed by-law is to amend the Restricted Area (Zoning) By-Law No. 12-1979 as amended, to lands located in Lots 1 and 2, Plan 332, located at 077572 7th Line SW. The purpose of the application is to allow the establishment of a feral cat rescue facility which would be comprised of two buildings, each having a floor area of 80 m<sup>2</sup> (864 ft<sup>2</sup>).

The proposed temporary use zoning by-law amendment would rezone the subject lands to a Residential One Exception (R1-10) Zone to authorize the temporary use. The rezoning would not preclude the subject lands from also being used for residential use. Information relating to this application is available at the Township of Melancthon Municipal Office for public review during regular office hours.

**ADDITIONAL INFORMATION AND MAP OF LAND SUBJECT TO THE APPLICATION**

A key map showing the land to which the proposed amendment applies is provided on this notice. A site plan is also available for review by contacting the Township office and it is noted the applicant has also submitted an application for a site plan agreement.

The purpose of this meeting is to ensure that sufficient information is made available to enable the public to generally understand the applicant's proposed Zoning By-law Amendment. Any

Del # 2  
AUG 12 2021

person who attends the meeting shall be afforded an opportunity to make representations in respect of the application.

If a person or public body does not make oral submissions at a public meeting or make written submissions to Council before the proposed By-law is approved, the person or public body is not entitled to appeal the decision of Council to the Ontario Land Tribunal.

If a person or public body would otherwise have an ability to appeal the decision of Council of the Township of Melancthon to the Ontario Land Tribunal but the person or public body does not make oral submissions at the public meeting or make written submissions to the Township of Melancthon before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to Council before the proposed By-law is approved, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you wish to be notified of the decision of the Council for the Corporation of the Township of Melancthon in respect to the proposed Zoning By-law Amendment, you must submit a written request (with forwarding addresses) to the Clerk of the Township of Melancthon at 157101 Highway 10, Melancthon, Ontario, L9V 2E6 fax (519) 925-1110.

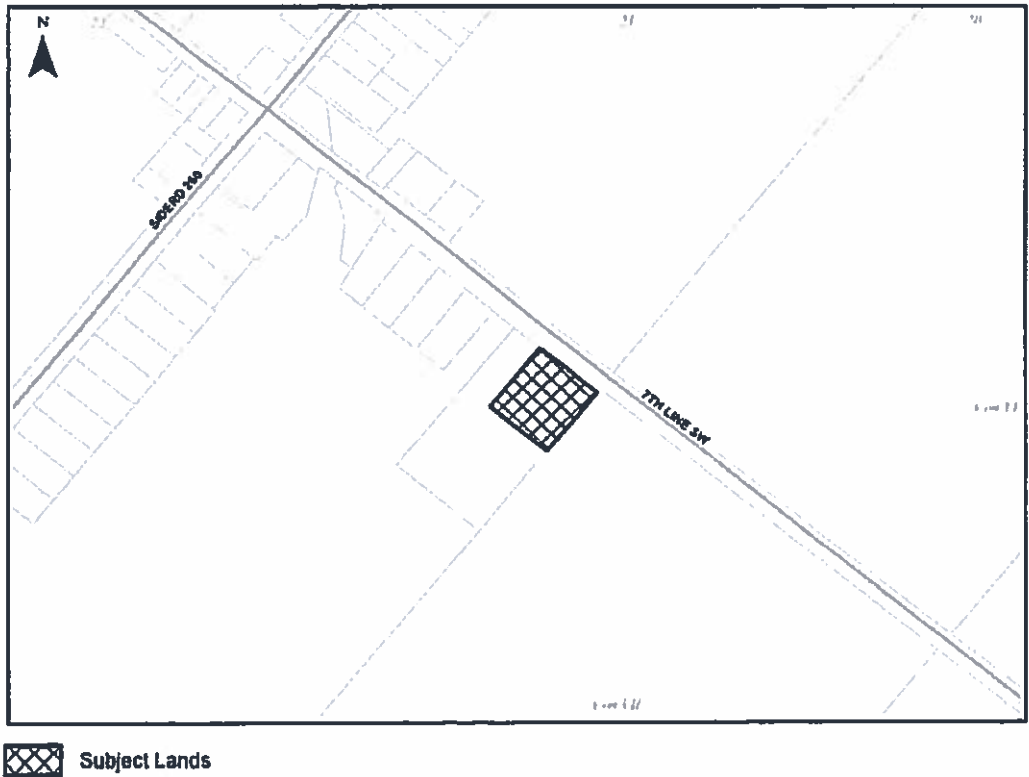
Additional information regarding the proposed amendment is available to the public for inspection at the Township of Melancthon Municipal Office on Monday to Friday, between the hours of 8:30 a.m. and 4:30 p.m.

Mailing Date of this Notice: July 22, 2021



Denise Holmes, CAO  
Township of Melancthon

**LANDS SUBJECT TO APPLICATION FOR  
ZONING BY-LAW AMENDMENT**



• Municipal Planning Services Ltd. •

**MEMORANDUM**

**To:** Mayor White and Members of Council  
**Copy:** Ms. Denise Holmes, CAO  
**From:** Chris Jones MCIP, RPP  
**Date:** July 12, 2021  
**Re:** Proposed TZBA for Lots 1 and 2, Plan 332 (Sharon Morden)

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**BACKGROUND**

The Township has received an application for a temporary use zoning by-law amendment for lands in the settlement of Riverview, located at 077572 7<sup>th</sup> Line S.W., described legally as Lot 1 and 2, Plan 332. The subject lands are shown in Figure 1:

**Figure 1 – Subject Lands**



The applicant's lot has a frontage of 68.9 metres (226 feet) and a lot area of approximately 5,102 m<sup>2</sup> (54,918 ft<sup>2</sup>) and is currently vacant.

The purpose of the application is to permit the establishment of a feral cat facility to be housed in two accessory buildings to be constructed on the subject lands. As Council is aware, Ms. Morden previously operated a similar facility on lands located in Part lot 5, Concession 3 O.S.

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• Municipal Planning Services Ltd. •

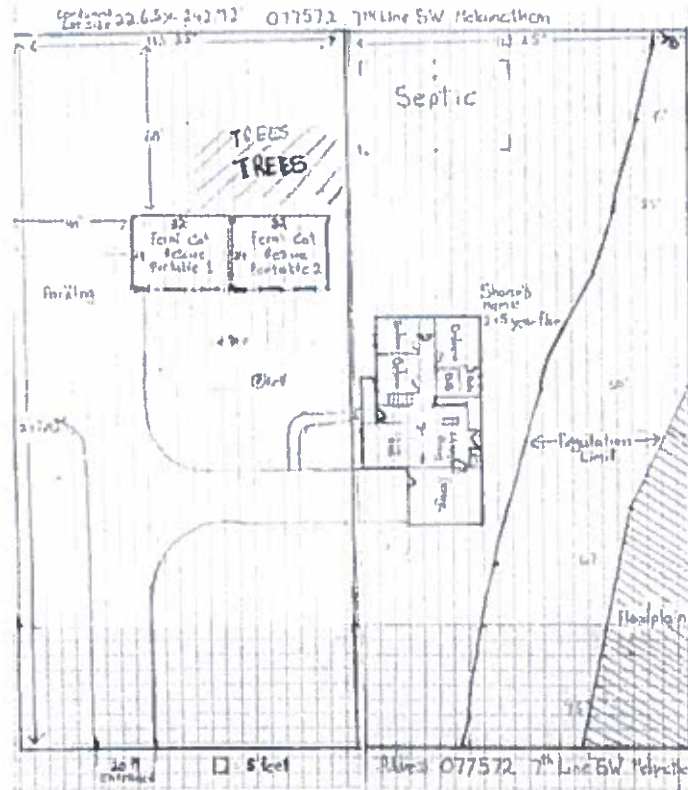
Barrie, Ontario  
(705) 725-8133

The purpose of this report is to review the application and determine if it can be declared complete in accordance with Section 34 (10.4) of the Planning Act.

### THE FACILITY

A conceptual site plan is provided at Figure 2 to help illustrate the nature and location of proposed buildings on the applicant's lot. As is shown on the site plan, the facility would be comprised of two structures, one for administration and the other for housing feral cats. The applicant has also illustrated the location of her future home on the lot. It is noted the subject lands are comprised of two lots in an original plan of subdivision, however these lots have been consolidated in title.

Figure 2 – Site Plan



### OFFICIAL PLAN

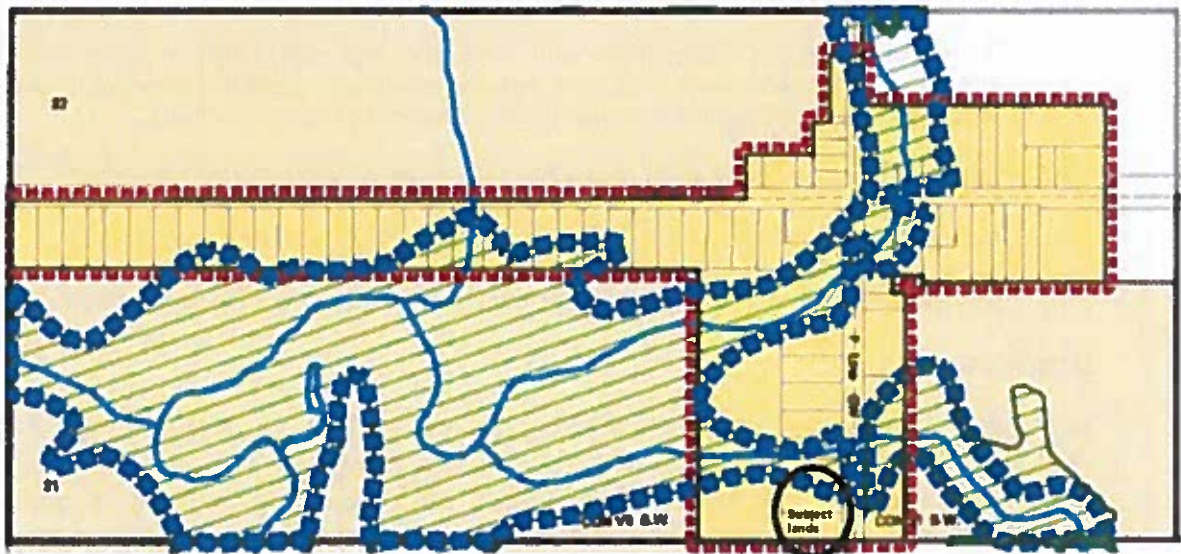
The subject lands are located in the Community designation of the Official Plan. Permissible uses in the Community designation include detached dwellings, home occupations, commercial uses serving the local area or the travelling public, small-scale light industrial uses, institutional uses such as a schools, churches, government offices and agencies, community centres, community halls and libraries, parks and

• Municipal Planning Services Ltd. •

Barrie, Ontario  
(705) 725-8133

recreational uses and bed and breakfast uses. The location of the subject lands as per Schedule C of the Official Plan is provided in Figure 3:

Figure 3 – Official Plan



Section 5.7.2 of the Official Plan establishes the following (paraphrased) policies to guide new commercial, industrial, institutional and recreational uses:

- a) Proposed use is compatible with the area and character of the community in general and may require a compatibility feasibility study;
- b) Where the use is proximate to sensitive or incompatible uses the potential negative impact on the adjacent uses can be satisfactorily mitigated;
- c) Adequate water and sewage disposal services;
- d) Adequate parking and loading facilities; and,
- e) Access roads are capable of accommodating traffic.

It is noted that Section 3.20 of the Official Plan prohibits the following types of animals on lots used or intended to be used for residential purposes:

- a) Horses and any other animal type assigned a nutrient unit value under the provisions relating to MDS;
- b) Exotic animals and birds; and,
- c) Animals and birds that are normally found in the wild.

Section 7.9 of the Official Plan authorizes Council to enact temporary use by-laws. Section 7.9 c) requires Council to be satisfied of the following in considering a temporary use by-law:

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

## **ZONING BY-LAW**

The subject lands are zoned Hamlet Residential (R1). A feral cat facility is neither defined nor permitted in any zone in the Township's Zoning By-law, hence the application for a zoning by-law amendment, the purpose of which is to define and permit the use on a 3-year temporary basis.

## **ANALYSIS**

This report is only intended to address the matter of a complete application and to authorize the scheduling of a public meeting.

If Council is of the view that the use does not conform with the Official Plan or the proposal requires additional studies to address compatibility, this direction should be given now.

From my perspective, the Community designation permits a very broad range of residential, commercial, industrial and institutional land use, and I am of the view that the scale of the proposed use, in the proposed location generally conforms with the policy direction of the Official Plan.

## **RECOMMENDATION**

Unless Council has other questions or issues they would like to be addressed by the applicant it is recommended that the application for a temporary use zoning by-law amendment submitted by Ms. Sharon Morden for lands located on Lots 1 and 2, Plan 332 be declared complete and scheduled for a public meeting in accordance with Section 34 and 39 of the Planning Act.

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• Municipal Planning Services Ltd. •

Barrie, Ontario  
(705) 725-8133

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Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Chris Jones', written over a horizontal line.

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Chris Jones MCIP, RPP