

#### TOWNSHIP OF MELANCTHON ELECTRONIC MEETING THURSDAY, APRIL 21, 2022 - 5:00 P.M.

Join Zoom Meeting

https://us02web.zoom.us/j/82889595117?pwd=N1luY0VLY1R3YnVNQVY0bHJBN2VsUT09

Meeting ID: 828 8959 5117

Passcode: 970009 One tap mobile

+12042727920,,82889595117#,,,,\*970009# Canada +14388097799,,82889595117#,,,,\*970009# Canada

Dial by your location

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 780 666 0144 Canada Meeting ID: 828 8959 5117

Passcode: 970009

#### **AGENDA**

#### 1. **Call to Order**

#### 2. **Land Acknowledgement Statement**

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

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

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

#### 3. **Announcements**

- 4. Additions/Deletions/Approval of Agenda
- 5. **Declaration of Pecuniary Interest and the General Nature Thereof**

- Approval of Draft Minutes April 7, 2022
  April 13, 2022 Special Meeting
- 7. Business Arising from Minutes
- 8. Point of Privilege or Personal Privilege
- **9. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
  - 1. Email from Robin Tripp and Brenda Serbin

#### 10. Public Works

- Report from Donna Funston, Acting Secretary for Roads Sub-Committee, Recommendations from April 13, 2022 Meeting
- Other

#### 11. Planning

- 1. Applications to Permit
- 2. Notice of Intent to Pass By-Law
  - 1. By-law to amend Zoning By-Law for Part 2, Plan 7R-789 and Part 1, Plan 7R-4530 located in Part of the East Half of Lot 30, Concession 8 N.E. (Dundalk Leisure Craft)
- 3. Other

#### 12. Climate Change Initiatives

#### 13. Police Services Board

#### 14. County Council Update

#### 15. Committee/Board Reports & Recommendations

 Unfinished Business from April 7, 2022 - Report from Donna Funston, Secretary Environmental Sustainability Committee, Recommendations from March 18, 2022 Meeting – Deferred to Roads Sub-Committee – Motion tabled:

Moved by Mercer, Seconded by Neilson that Council accepts the recommendation from the Environmental Sustainability Committee regarding the engagement of the Roads Department in a mapping process to identify where phragmites is located in Melancthon, and how to deal with the areas as mapping. The tracking has to be done consistently to be effective, as well as educating the residents.

#### **16.** Correspondence

#### **Board & Committee Minutes**

- 1. Shelburne & District Fire Board March 1, 2022
- 2. NDCC March 14, 2022

#### **Items for Information Purposes**

- Letter from S. Burnett & Associates regarding Town of Shelburne, Water and Wastewater Servicing Mater Plan Municipal Class Environmental Assessment
- 2. Email from Tom Pridham Rescheduled Site Meeting Ken Holmes Petition for Drainage Works
- 3. Municipality of Grey Highlands Resolution regarding HST Rebate on New Homes In Ontario
- 4. Letter from Ministry of Municipal Affairs and Housing regarding Emergency Orders that end April 27, 2022
- 5. Dufferin Climate Action Plan Report Card 2021

- 6. Email from C.K. Pedicone to Sylvia Jones MPP
- 7. Email from Jack and Linda Polonsky to Sylvia Jones MPP
- 8. Notice of Public Planning Meeting Concerning the Township of Southgate Official Plan

https://www.southgate.ca/en/municipal-services/resources/Planning/General-Planning-and-Land-Use-Files/2021-Draft-of-New-Official-Plan/Notice-of-Public-Meeting-Official-Plan---May-4-2022.pdf

9. Ministry of the Solicitor General regarding Emergency Preparedness Week 2022

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

- Motion from NDCC Board of Management April 13 Meeting and Draft Budget 2022
- 2. Email from Peter Mensinga, Building Science Engineer, RJ Burnside regarding Proposal for Project Manager of the Horning's Mills Hall Renovations

#### 17. General Business

- Notice of Intent to Pass By-law
  - 1. By-law to Authorize Township of Melancthon to Appoint A Deputy Fire Chief for Mulmur Melancthon Fire Department
  - 2. By-law to Constitute and Appoint a Committee of Adjustment
  - 3. By-law to Appoint Municipal Officials
  - 4. By-law to Appoint a Board of Management for Horning's Mills Community Hall
- 2. New/Other Business/Additions
  - 1. NDCC Assessment Report Prepared by Dickinson and Hicks Architects Inc.
  - 2. Notice of Motion from April 7, 2022 meeting Moved by Besley that the municipality of Melancthon recognize the month of June as LBGTQ2 Pride month and purchase a flag to be raised at the township building for the month of June.
  - 3. Notice of Motion from April 7, 2022 Moved by White that Council for the Township of Melancthon engage an HR consultant or other appropriate firm to conduct an assessment into potential instances of workplace bullying and harassment between a Member or Members of Council and Staff, and that any assessment be conducted with reference to the statutory obligations of Council under the Occupational Health and Safety Act and that a Report be brought back to Council.

#### 3. Unfinished Business

- Report to Council from Denise Holmes, CAO/Clerk COVID-19 Vaccination Policy
- 2. In-Person Council meetings Report
- 3. Memo from Denise Holmes, CAO/Clerk Amendment to Township Procedural By-law
- 4. Full Scale Review for NDCC Agreement & Report from Tracey Atkinson, CAO/Clerk/Planner and Heather Boston, Treasurer, Township of Mulmur regarding NDCC Board of Management
- 5. Township Diversity Policy
- 6. Retaining the services of a Planner/Planning Consultant for Land Use Planning Applications
- 7. NDCC Board of Management Vacancy

#### 18. Delegations

1. 5:05 p.m. – Sylvia Jones, MPP – Dufferin Caledon (invited by Council) to discuss various topics chosen by Council: Tile Drainage Loans – interest rates, proposed amendments to the Aggregate Resources Act, Development Charges and what they can be used for, grants for roads

#### and bridges, MZO's, Tow Truck issue

#### 19. Closed Session

- Personal matters about an identifiable individual, including municipal or local board employees – NDCC Board of Management Vacancy Applications
- 2. Approval of Draft Minutes April 7, 2022 and April 13, 2022 Special Meeting
- 3. Business Arising from Minutes
- 4. Rise With or Without Report from Closed Session
- 20. Third Reading of By-laws
- 21. Notice of Motion
- 22. Confirmation By-law
- 23. Adjournment and Date of Next Meeting Thursday, May 5, 2022 5:00 p.m.
- 24. On Sites
- 25. Correspondence on File at the Clerk's Office

#### **Denise Holmes**

From:

Tripp Fields

Sent:

Monday, April 11, 2022 11:01 PM

To:

Denise Holmes; Darren White; David Besley; Margaret Mercer; James McLean; Bill

Neilson

Subject:

Questions to councillors

**Attachments:** 

Questions to Melancthon Council.html

Hello Melancthon Councillors, Since we have not received any clarification with respect to our March 17 delegation or the email that was sent following the delegation we feel it is necessary to have a follow up letter to be included in the next Thursday public meeting. We are requesting that the letter be read during the public question portion of the meeting to allow the council to respond to the questions. We would also ask for a letter to outline the council's stance on the points outlined during the delegation and in our letter.

Sincerely Robin Tripp and Brenda Serbin

Pap#1

#### **Questions to Melancthon Township Council**

1. Denise Holmes, CAO and Mayor White refused to have our delegation for the March 17th (pg 264 -291), Township Meeting in a closed session when it is obvious from the Municipal Act that based on the personal matters involving identifiable individuals (planner) part or all should not have been in a public forum.

Municipal Act, 2001

Meetings open to public

239 (1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

**Exceptions** 

- (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,
- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;"

How does the council address this blatant disregard for the Municipal Act?

How do you correct this wrong?

2. Under these municipal procedures we have serious concerns, WHY our PERSONAL information was included in an open Township meeting on February 17th, without notifying us before posting or even after posting the township agenda on the public site.

Who has input on the township agendas?

Who constructs the township's agendas?

Who decided to include our personal information in the township's agenda?

Who passes the township's agenda for public posting?

Is our personal information not deemed as "personal matters about an identifiable individual?"

Do those individuals that constructed and posted the February 17th agenda know the Municipal Acts' expectations and should they have followed the Act?

During the February 17th meeting Mayor White stated that he does not decide what goes in closed and open sessions and that he has trust in the CAO's professional knowledge and that he leaves all these decisions for her to determine, this would leave us to assume that it was the CAO who decided that our personal information should be shared publicly – am I correct?

#### How do you correct this wrong?

3. As mentioned in the delegation on March 17th (pg 264-291), we were informed by a member of the community that Mayor White has referred to us as "entitled city people" during a public meeting. We would like to have this derogatory comment addressed. At the very least immediately following this unprofessional behaviour occurring we would have expected the council would have made the township resident (us) aware of the break-in professional conduct, to not do so would indicate an acceptance of this behaviour – "what you permit you to promote."

What are the steps that the council takes when derogatory comments are made by an employee or councillor towards a member of the public, council or staff?

Do you feel that we should have been notified of the Mayor's unprofessional conduct?

When no action is taken the council and Melancthon Township's Administrator staff empower Mayor White with the acceptance of his unprofessional behaviour.

4. When I discussed the possibility of extending our temporary ZBA (due to Covid19 and the inability to have the venue utilized) to allow the township an opportunity to see how things work, I was informed by Mayor White that I would need to begin the process over. I stated that I am not going to restart the process over and incur the cost to extend the time process. Mayor White has since stated that it would only have required an extension of time on the current paperwork and that Councillor Mercer or Hannon were to inform us that the council would be willing to extend the temporary at no cost. At no time did I receive this information, nor did these councillors indicate to us that they had any knowledge of the expectation to share this information with us.

Why would we not have been notified through the CAO, Denise Holmes of the councils' decision?

5. Mayor White stated that the township staff had been uncooperative towards us with respect to our venue and the ZBA and that he would have a word with them to be more cooperative so that things would run smoother.

If Mayor White felt that the staff were uncooperative why would he have not had a word with them when it occurred or when he became aware of it?

What action has the staff taken that was deemed uncooperative towards us concerning our venue/ZBA?

Who does the staff answer directly to?

6. During the very same conversation, as above, Mayor White suggested that if I contributed towards some loads of gravel for the roads we could work out the permanent ZBA.

What is the cost of 2 loads of gravel and does that get us permanent zoning passed?

Is it within Mayor White's authority to offer such an offer?

7. During my delegation on March 17th (pg 264-291), Mayor White proceeded to speak over me when it was obvious that I was continuing to present my delegation. When I continued to present my delegation, Mayor White muted or had my mic muted by someone else, blocking my communication with the council and the public.

Is this action common practice?

Has this occurred during any other delegation?

Does Mayor White have the authority to block my communication with the council and the public when the information I am sharing is not of his liking?

8. On March 17th (pg 264-291) during my delegation Mayor White insisted that the township had the legal right to unilaterally; without direction from LPAT, bill a resident for the township's legal bill(25,000 dollars). We are requesting a copy of the source and statement that he referred to that gave him and the township the legal right to pass on the township's legal bill to us. We view this as intimidation and blackmail; you must pay this bill, don't question the process, we will make you pay for questioning the councils' decision of temporary zoning, we will make denigrating comments about you.

Do councillors and staff support Mayor White's actions?

When councillors and Township Administrative Staff facilitate, enable, or stand by and allow Mayor White to do unethical, illegal, and unprofessional actions they share ownership and accountability for his actions.

9. Often it appears that the township council is run as a dictatorship, with other councillors not given the opportunities for input or they are too intimidated to present their own opinions in fear of the wrath of Mayor White. Our township has 5 elected representatives to allow for all individuals to voice their independent opinions, if only one is needed then the other four are

redundant, this is a statement that I do not believe in. We need strong councillors that will stick up for what they believe in and not roll over to intimidation or peer pressure – that is democracy.

Do councillors encourage and support each councillor's right to have independent opinions and ideas, without fear of retribution and/or derogatory comments being made?

We would request that questions be discussed in the meeting and a letter be sent to us outlining the councils' position on the questions presented in this letter and on the points/questions that have not yet been addressed by our delegation on March 17th (pg 264-291).

Thanks, Robin Tripp and Brenda Serbin



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

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: <a href="www.melancthontownship.ca">www.melancthontownship.ca</a></a> <a href="mailto:Emailtontownship.ca">Emailtontownship.ca</a></a>

### CORPORATION OF THE TOWNSHIP OF MELANCTHON MEMORANDUM

TO:

MAYOR WHITE AND MEMBERS OF COUNCIL

FROM:

DONNA FUNSTON, ACTING SECRETARY ROADS SUB-COMMITTEE

SUBJECT:

RECOMMENDATIONS FROM ROADS SUB-COMMITTEE MEETING

**APRIL 13, 2022** 

DATE:

**APRIL 14, 2022** 

#### 8. General Business

#### 2. Loretta McKellar – River Road Broken Pipe

Staff sent the agreement to the Township lawyer and insurance and both found that the property owner is responsible for all costs and the Township has no legal responsibility for any costs. Ms. McKellar has concerns because she made the roads crew aware of the pipe but it was still hit. Ms. McKellar feels the Townships knew about the agreement and she did not so she is looking for fairness with covering costs. Chair Besley explains the roads sub-committee will put together a recommendation to Council, so from here on she will be dealing with Council. It was also noted that this agreement was registered on title and her lawyer should have provided a copy to her when she purchased the property.

**Recommendation:** The Roads Sub-Committee recommends that Council consider the deterioration of the pipe under River Road to Ms McKellars pond and that the appropriate Conservation Authority be notified of this pipe being in place and its purpose. The Agreement of 1958 was sent the Township lawyer and insurance provider and both found that the Township is not responsible to cover costs but requesting Council to consider covering some of the costs.

#### 3. Letter from Dina Barazza

Discussion regarding this corner Ms. Barazza is concerned about in regards to site lines and speeding. It was noted that this is at the bottom of hills and that looking each direction you see a hill. This is also on County Road 124 which the County maintains.

**Recommendation:** The Roads Sub-Committee recommends that these concerns be forwarded on to the County of Dufferin Roads Department for consideration as this is their area.

## 4. Environmental Sustainability Committee Recommendation from March 18, 2022 Meeting

Craig reports he has started a list of ditches that have phragmites but so far he has not seen a lot. Spring time is very busy for the roads department with gravel, calcium and grass cutting; they won't have enough staff to deal with the phragmites on a consistent basis. Craig suggests putting money in the budget to hire a licensed weed company to spray, cut and maintain these areas to try to stop the spread.

**Recommendation:** The Roads Sub-Committee recommends choosing one of the two options listed; first, that this item be deferred until the next term of Council and if they choose to put money in the budget to cover these costs or secondly, the Environmental Sustainability Committee could use the \$5,000 currently in the budget for their projects.

#### 5. Speed Limit Reduction on 5<sup>th</sup> Line OS and 4<sup>th</sup> Line NE

Denise Holmes explained the process of changing a speed limit on any road. The first step is to put out road counters to collect data, the data is then received and reviewed, Craig would recommend to Roads Sub-Committee, Roads Sub-Committee then recommends to Council, Council passes a motion, staff prepare a By-law, By-law is brought back to Council for approval, signs are posted and then the speed limit change is in effect. The OPP would be notified of any change. It was agreed to use the data that was collected from last year and that public engagement would be beneficial. This could be a delegation at Council and notification would be sent to the residents so they could bring concerns and/or support to the meeting. Craig estimated that it would be \$10,000 for posts and signs to do the 5<sup>th</sup> Line OS from County Road 21 to Badjeros road. He suggested using wooden posts instead of steel as they will last much longer.

**Recommendation:** The Roads Sub-Committee recommends the speed limit be reduced to 60/km per hour on the 4<sup>th</sup> Line NE from 5<sup>th</sup> line OS to the Boundary. Wooden posts be used for installation of signs and Council to set a date and time for a public engagement session.

RECEIVED MAR 1 6 2022 March 16, 2022 aftention Craig Micks Roads Committee Members where working repaired it. with the pipe This pipe was for decades a and is Grandfathered I kn hooking forward in working with you regarding this matter. Sincerely horetta McKellar

MAR 2 1 2022

ME-6245...

MEMORANDUM OF AGREEMENT made this 29th day of May, A.D. 1950.
BETWEBN:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHUN hereinafter chilled the Party

OF THE FIRST PART

and

CYRIL L. MURRAY, of the City of Toronto, in the County of Dufferin, Secretary, hereinafter called the Party

OF THE SECOND PART

WHEREAS the Party of the Second Part is the owner of all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Melancthon, in the County of Dufferin, and being composed of part of Lot 14, Concession 1, C.S. which said parcel or tract of land may be more particularly known and described as follows:

PREMISING that the bearing of the southerly limit of the east one-half of the mid lot 14 is north 73 degrees and 30 minutes seat and referring all bearings mentioned herein thereto.

commencing at a point in the southerly limit of the said lot 14 at a distance of 61.00 feet measured westerly along the southerly limit of the said lot 14 from the south east angle of the said lot.

THENCE continuing westerly along the southerly limit of the said lot 14 a distance of 423.50 feet.

THENCE north 28 degrees, 23 minutes and 50 seconds east a distance of 298.90 feat more or less, to the southerly limit of an old deviation road.

THENCE south 61 degrees, thirty-six minutes and ten seconds west a distance of 300,00 feet more or less to the point & of commencement.

AND WHEREAS the said party of the second part has laid water mains from a branch of the Pine River where it flows through part of the above described lands and crosses a part of the Township Road owned by the party of the first part and returns



across the same township road to the said branch of the Pine River.

AND WHEREAS it has been agreed between the parties hereto that in consideration of the party of the first part permitting the party of the second part to install the water mains across the township road as aforesaid that the party of the second part would assume the obligations hereinsfter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

- The Party of the First part will not be in any way responsible for any damage or injury to the said water mains caused by reason of any lack or defect in the construction, maintenance, repair or otherwise done on the said township road by the agents, servants, workmen or otherwise of the party of the first part or by any machinery or materials that the said agents, servants, workmen or otherwise may use on the said road.
- 2. In the event that the said water mains deteriorate causing damage or deterioration to the said Township road requiring construction, maintenance or repair, the party of the first part may do or cause to be done such construction, maintenance or repair as may be required and the cost of such construction, maintenance or repair shall be borne by the party of the second part.
- The party of the first part will be the sole judge as
  to whether or not the seid township road is damaged or deteriorated
  by the said water mains to such an extent as to require such work.

  In the event that the party of the second part fails to make such
  payment the party of the first part may recover the same from
  the party of the second part by action in which event the party
  of the second part shall be responsible for any costs incurred
  in recovering payment.
- 4. In the event that the water mains deteriorate causing

damage to the said Township road and the party of the first part
is sued for damages arising out of the deteriorated condition of
the said Township road or settles a claim for damages with or
without being sued, the party of the first part shall be
indemnified for such reyment made by the party of the first part
plus costs of recovery.

- In the event that the party of the second part fails to indemnify the party of the first part within one month after demand for payment, the party of the first part shall have the right to take such action against the party of the second part as it deems necessary in which event the party of the second part shall be responsible for costs incurr d in recovering such indemnity.
- 6. Any charges, costs or payments made by the party of the first part incurred by reason of the foregoing shall be a charge on the lands above described and the burden of the covenents contained in this agreement shall be deemed to run with the land.
- 7. The township road hereinbefore referred to is the deviation road running across the East Half of Lot 14 in the First Concession O.S. and in the event that the said deviation road at any time in the future is transferred to come under the authority of the County of Dufferin or the Department of Hithways for the Province of Ontario or any other authority, the party of the second part agrees to conform with any restrictions or regulations with reference to the installation or maintenance of the said water mains across the said road that may be imposed by such authority.

The provisions herein sontained shall enure to the benefit of and is be binding upon the parties hereto their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the party of the first part has hereunto affixed its corporate seal as attested by the signatures of its proper offs ideas and the party of the second part has hereunto set his hand add

SIGNED, SEALED & DELIVERED in the presence of

Liail Fampfill Beeve Lussell Calteron . 2 int. Canada

Province of Onterio County of Dufferin TO WIT: )

I, Beth Durkin of the Town of Orangeville, in the County of Dufferin, Stenographer , make cath

THAT I was personally present and did see the within Instrument and a duplicate duly signed, sealed and executed by Cyril L. Murray, one of the parties thereto.

end say:

- THAT the said Instrument and duplicate were executed by the said party at the Town of Orangeville, in the County of Dufferin.
- THAT I know the said party.
- THAT I am a subscribing witness to the said Instrument and duplicate.

SWORN before me at the Town of Orangeville, in the County of Dufferin, this 31 day of , A.D. 1958.

A Commissioner &c.

Canada

Province of Ontario

County of Dufferin

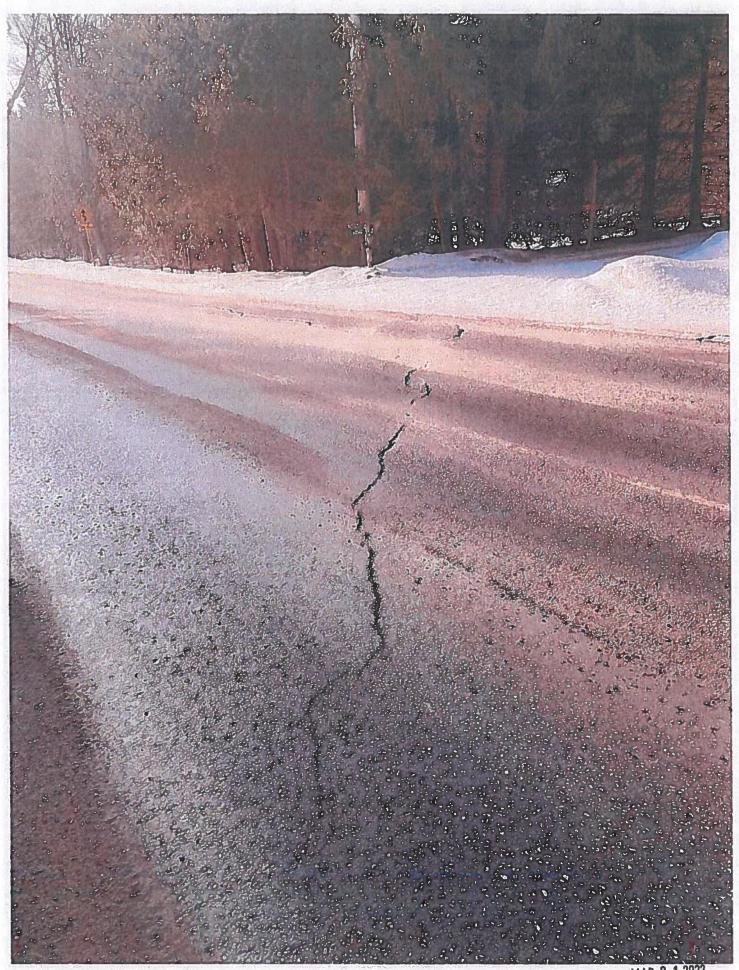
TO WIT:

I, Beth Durkin
of the Town of Orengeville, in the County
of Dufferin, Stenographer , make bath
and say:

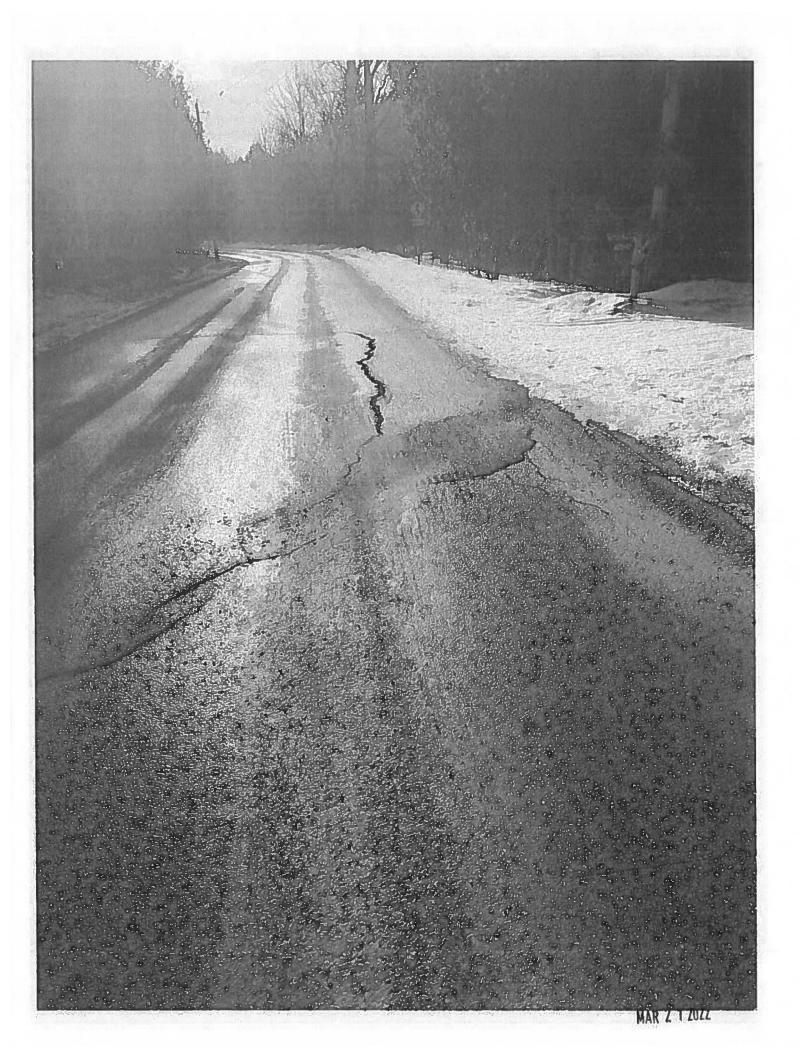
- 1. THAT I was personally present and did see the within Instrument and a duplicate duly signed, sealed and executed by Gyril L. Murray, one of the parties thereto.
- 2. THAT the said Instrument and duplicate were executed by the said party at the Town of Orangeville, in the County of Dufferin.
- THAT I know the said party.
- 4. THAT I am a subscribing witness to the said Instrument and duplicate.

SWORN before me at the Town of Orangeville, in the County of Dufferin, this 31 day of May , A.D. 1958.

A Commissioner &c.



MAR 7 1 7022



### APPLICATIONS TO PERMIT FOR APPROVAL April 21, 2022 COUNCIL MEETING

PROPERTY OWNER	PROPERTY DESCRIPTION	SIZE OF BUILDING	TYPE OF STRUCTURE	USE OF BUILDING	DOLLAR VALUE	D.C.'s	COMMENTS
Roman Proskurin	East Part Lot 3, Con 1 OS 556160 Mulmur-Melancthon Townline	23.5 m2 (253 sq ft)	detached garage	storage	\$15,000	NO	approved
Kathryn Hunt	Lot 29, Plan 7M48 4 Rutledge Heights	300 m2 (3225 sq ft)	dwelling	home	\$1,000,000	YES	approved
Michael Chianello	Lot 15, Plan 134 29 Oldfield Court	154 m2 (1657 sq ft)	addition	master bedroom/garage	\$150,000	NO	approved
Leif Smith/Cory Matthews	West Part Lot 30, Con 2 OS 478603 3rd Line	89 m2 (960 sq ft)	cold storage garage	driveshed/cold storage/workshop	\$60,000	NO	
1392119 Ont Inc/Dave Metz	Part Lot 290, con 1 NE Part 1 582515 County Road 17	dwelling	dwelling	home	\$600,000	YES	approved

# THE CORPORATION OF THE TOWNSHIP OF MELANCTHON BY-LAW NO. \_\_\_\_\_

(Dundalk Leisure Craft)

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 2, Plan 7R-789 and Part 1, Plan 7R-4530 located in the Part of the East Half of Lot 30, Concession 8 N.E. in the Township of Melancthon, County of Dufferin.

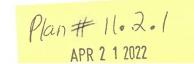
WHEREAS the Council of the Corporation of the Township of Melancthon is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, 1990:

AND WHEREAS the owner of the subject lands has consolidated the lands subject to this amendment into a single parcel and requires a zoning amendment to reconcile the zoning on the consolidated parcel;

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 rezoning lands described legally as Part 2, Plan 7R-789 and Part 1, Plan 7R-4530 located in the Part of the East Half of Lot 30, Concession 8 N.E from the General Agricultural Exception (A1-113) Zone and the General Agricultural Exception (A1-65) Zone to the General Agricultural Exception (A1-64) Zone, as shown on Schedule A-1 attached hereto and forming part of this By-law.
- 2. Furthermore, Section 4.7 ddddd) (the A1-113 Zone) to Zoning By-law No. 12-79 is hereby deleted.
- 3. And Furthermore, Section 4.7 III) (the A1-65 Zone) to Zoning By-law No. 12-79 is hereby deleted.
- 4. And Furthermore, Section 4.7 kkk) to Zoning By-law No. 12-79 is hereby deleted and replaced with the following:
- 5. kkk) Notwithstanding items iv), v), vi) and ix) of Section 3.13.3 b), on lands described legally as Part 2, Plan 7R-789 and Part 1, Plan 7R-4530 located in the Part of the East Half of Lot 30, Concession 8 N.E and zoned A1-64, a farm and residential dwelling shall be principle uses and an on-farm diversified use in the form of a woodworking shop shall be a permitted accessory use subject to the following regulations:
  - a) the gross floor area of the on-farm diversified use building shall not exceed 700 m2, including an accessory power/generator building;
  - b) the minimum lot area shall be 12.5 hectares;
  - c) the minimum lot frontage shall be 100 metres;
  - d) the minimum front yard setback for the on-farm diversified use building shall be 55 metres;
  - e) the minimum interior side yard setback for the on-farm diversified use building shall be 15 metres; and,
  - f) an existing barn and storage building shall be permitted and the side yards setbacks shall be deemed to comply as existing structures, but such structures shall not be enlarged and altered in any way without a planning approval.
- 6. In all other respects, the provisions of By-law 12-79, as amended shall apply.



This By-law shall come into effect upon the dar provisions of Section 34 (30) and (31) of the Plannin	
READ A FIRST AND SECOND TIME on the 21st day of	of April 2022.
READ A THIRD TIME and finally passed this 21st day	y of April 2022.
Mayor	Clerk

# Schedule 'A-1' By-law 2022-\_\_\_\_ Part of Lot 30, Concession 8 N.E.T.S.R. Township of Melancthon

			31
	OS2 A1-64	8TH LINE NE	30
on VII	Con VIII		29 Con IX
∑ Lo	ands to be rezoned from the General Agricultural Exception (A1-113) Zone the General Agricultural Exception (A1-64) Zone ands to be rezoned from the General Agricultural Exception (A1-65) Zone the General Agricultural Exception (A1-64) Zone		
	This is Schedule 'A-1' to By-law Passed thisday of		_, 2022.
		lerk	

# 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 consolidate the existing zoning over two existing separate parcels proposed to be merged in title. The subject lands are located in Part of Lot 30, Concession 8 N.E.T.S.R at 318448 8<sup>th</sup> Line NE.

**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, November 18, 2021 at 5:30 pm

Location: Virtual Meeting – please see 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 <u>prior</u> to the public meeting.

#### **DETAILS OF THE ZONING BY-LAW AMENDMENT**

The application affects lands located in Part of Lot 30, Concession 8 N.E.T.S.R 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 purpose of the proposed by-law is to amend the Restricted Area (Zoning) By-Law No. 12-79 to consolidate the existing zoning of the subject lands which are the subject of a merger of two separate parcels. The zoning amendment will ensure consistent zoning for the resultant merged parcel and will accommodate the construction of a roof over an existing loading bay of an existing workshop.

#### 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 has also submitted a site plan which 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.

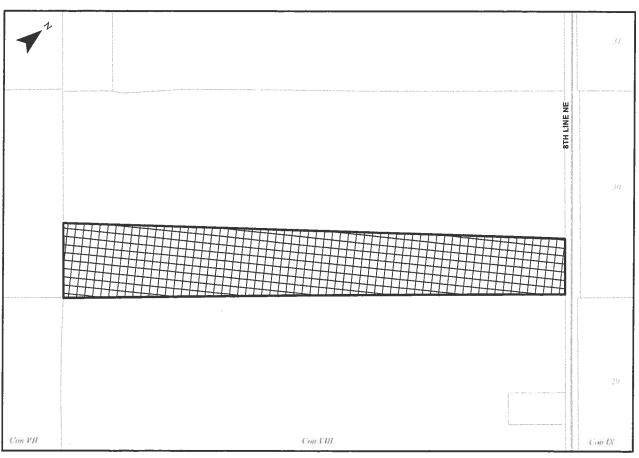
Mailing Date of this Notice: October 25, 2021

Heave & Holma)

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:

November 12, 2021

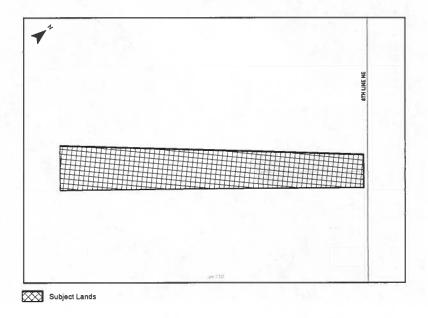
Re:

Proposed ZBA for Part Lot 30, Concession 8, N.E. (Dundalk Leisure Craft)

#### **BACKGROUND**

The Township has received an application for zoning by-law amendment for two existing lots located in Part of the East Half of Lot 30, Concession 8, N.E. on the 8th Line. The location of the applicant's lands is illustrated in Figure 1.

Figure 1 – Location of Subject Lands



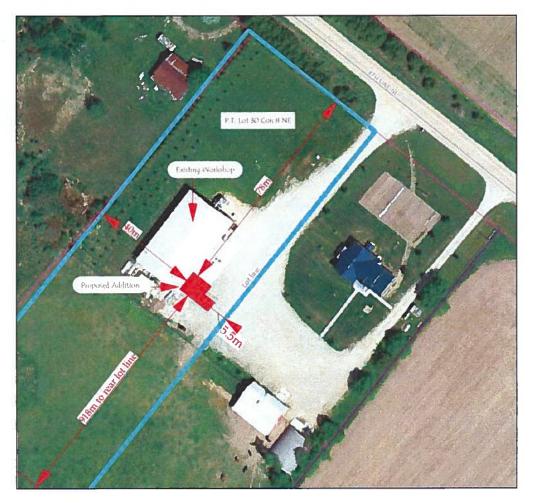
The application affects the following two parcels of abutting land:

**318497** 8th Line – having a lot area of 10 ha (25.7 acres) and road frontage of 54.9 m (180 feet). This parcel is occupied by a workshop with a floor area of 557.4 m² and was the subject of a zoning amendment in 2010 which zoned the land to allow a woodworking shop with a maximum floor area of 700 m². This lot is split-zoned A1-65 and A1-113.

**318448 8**th Line – having a lot area of 2.4 ha (6 acres) and a road frontage of 54.9 metres (180 feet). This parcel is occupied by the owner's dwelling and a small barn. This lot was created by consent in 1997.

The applicant's objective is to construct an addition onto the existing workshop building in the manner illustrated on Figure 2. The purpose of the expansion is to accommodate a loading bay having a floor area of 92.18 m<sup>2</sup> (992 ft<sup>2</sup>).



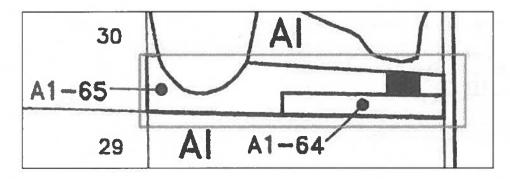


The proposed addition to the workshop would be compliant with the maximum permissible floor area of the shop allowed under the A1-113 Zone but it would create an encroachment into the maximum 15 metre side yard requirement and would also create a scenario that would depend on the abutting lot for truck movements (i.e. turning, loading, backing up).

In order to accommodate the addition and allow proper space for truck movements, the owner is prepared to merge the two abutting parcels, thereby eliminating the interior lot line.

In order to effect the merger it is necessary to consolidate the zoning of the existing parcels which currently are zoned as 4 different zones as illustrated in Figure 3.

Figure 3 - Current Zoning



#### **OFFICIAL PLAN**

The subject lands are located in the Agricultural and Environmental Protection designations. The Environmental Protection designation applies to lands to the rear of the subject lands and reflects a provincially significant wetland feature.

The Agricultural designation is supportive of home occupations and on-farm diversified uses.

#### ONCE A SEVERANCE ALWAYS A SEVERANCE

The applicant's southerly lot was created by consent. As a result the proposed merger of the two lots cannot be facilitated without changing the configuration of the original lot. In most cases this can be addressed by surveying and conveying a small road widening to the Township. The applicant is prepared to take this step but does not wish to engage a surveyor until Council has had an opportunity to consider his objective and requested amendment.

#### **ANALYSIS**

In my opinion, the proposed consolidation of the applicant's lands would achieve greater conformity with the Township's Official Plan and Zoning By-law as the subject lands would increase in lot area and the owner's house, workshop and barn would be located on one parcel of land. This would eliminate the prospect of future compatibility problems between the workshop and dwelling if the two parcels were conveyed to different owners.

#### **RECOMMENDATION**

If Council concurs with the findings and analysis of this report it is recommended that Council express support in principle for the amendment but defer passage of the requested amendment pending the requisite alteration to Part 1, Plan 7R-4530 and legal merger of the altered parcel with the abutting northerly parcel.

Respectfully Submitted,



Chris Jones MCIP, RPP



#### SHELBURNE & DISTRICT FIRE BOARD

March 1, 2022

The Shelburne & District Fire Department **Board of Management** meeting was held electronically (Zoom ID 885 0837 5442) on the above mentioned date at 7:00 P.M.

#### **Present**

As per attendance record.

- 1. **Opening of Meeting**
- 1.1 Chair, Walter Benotto, called meeting to order at 7:00 pm.
- 2. Additions or Deletions

None.

- 3. Approval of Agenda
- 3.1 Resolution # 1

Moved by J. Horner – Seconded by M. Mercer

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

The Board of Management approves the agenda as presented.

Carried

Bd | Comm # | APR 2 1 2022

#### 4. Approval of Minutes

#### 4.1 Resolution # 2

Moved by E. Hawkins - Seconded by S. Hall

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

The Board of Management adopt the minutes under the date of February 1, 2022 as circulated.

Carried

- 5. **Pecuniary Interest**
- 5.1 No pecuniary interest declared.
- 6. **Public Question Period**
- 6.1 No questions.
- 7. <u>Delegations / Deputations</u>
- 7.1 No delegations present.
- 8. **Unfinished Business**
- 8.1 Closed Session

#### Resolution #3

Moved by S. Hall - Seconded by M. Mercer

BE IT RESOLVED THAT:

The Shelburne & District Fire Board do now go "in camera" to discuss the following: personal matters about an identifiable individual, including municipal or local board employees.

Carried

#### Resolution #4

Moved by G. Little - Seconded by E. Hawkins

BE IT RESOLVED THAT:

We do now rise and report progress at 7:18p.m.

Carried

#### 8.2 Automatic Aid Agreement

#### Resolution # 5

Moved by E. Hawkins - Seconded by J. Horner

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management receives the Automatic Aid Agreement between The Township of Southgate and the Shelburne and District Fire Department Joint Board of Management;

AND THAT the Chair be authorized to sign the Agreement.

Carried

#### 9. New Business

#### 9.1 Annual Audit – Review Engagement Letter

#### Resolution #6

Moved by S. Hall - Seconded by G. Little

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management receives the Review Engagement Letter from RLB LLP;

AND THAT the Secretary-Treasurer be authorized to sign the letter.

Carried

#### 10. Chief's Report

#### 10.1 Monthly Reports (February 2022)

There was a total of 20 incidents for the month of February.

#### 10.2 Update from the Fire Chief

The Chief advised that there were 9 inspections completed.

The Chief attended 4 virtual sessions with OFMEM/OAFC regarding the pending O. Reg on Firefighter Certification and advised the Board that there will be costs associated with this. The Chief reviewed 3 planning applications and met with the new Grand Valley Fire Chief.

- 11. Future Business:
- 11.1 Nothing at this time.
- 12. Accounts & Payroll February 2022
- 12.1 Resolution # 7

Moved by E. Hawkins – Seconded by M. Mercer

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

The bills and accounts in the amount of \$30,564.08 for the period of January 28, 2022 to February 24, 2022 as presented and attached be approved for payment.

Carried

- 14. Confirming and Adjournment
- 14.1 Resolution #8

Moved by S. Hall - Seconded by J. Horner

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

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

Carried

#### 14.2 Resolution # 7

Moved by F. Nix - Seconded by S. Martin

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

The Board of Management do now adjourn at 7:53 pm to meet again on April 5, 2022 at 7:00 pm or at the call of the Chair.

Carried

Respectfully submitted by:	Approved:		
Nicole Hill	Walter Benotto		
Secretary-Treasurer	Chairperson		

#### SHELBURNE & DISTRICT FIRE BOARD MEMBERS

#### Meeting Attendance Record Under Date of March 1, 2022

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



# NORTH DUFFERIN COMMUNITY CENTRE BOARD OF MANAGEMENT MINUTES MONDAY, MARCH 14, 2022 – 7:00 P.M.



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

#### **Those present:**

Patricia Clark, Councillor, Mulmur
Keith Lowry, Mulmur
Nancy Noble, Mulmur
Janet Horner, Mayor, Mulmur
Darren White, Mayor, Melancthon
Curtis Bouchard, Arena Manager
Mandy Little, Mulmur
Heather Boston, NDCC Treasurer, Mulmur
Donna Funston, NDCC Secretary, Melancthon

#### **Regrets:**

Debbie Fawcett, Melancthon

#### **#1** Call to Order by Secretary

Donna called the meeting to order at 7:03 p.m.

Donna noted that Emma Holmes had resigned from the NDCC Board of Management, the first item would be electing a new chair for the remainder of the term.

#### #1 Election of Chair

Donna asked for nominations for the Chair position.

-Moved by Lowry, Seconded by Noble that Patty Clark be the Chair of the NDCC Board of Management until the end of term on November 14, 2022. Carried.

Chair Clark asked for all members and staff to introduce themselves.

#### **#2 Land Acknowledgement Statement**

The Land Acknowledgement Statement was read.

Bel (comm #2 APR 2 1 2022

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

-Moved by Noble, Seconded by Lowry that the Agenda be approved as circulated. Carried.

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

None.

#### **#5** Delegation

None.

#### **#6 Approval of Draft Minutes**

-Moved by Noble, Seconded by Lowry, that the minutes of the North Dufferin Community Centre Board of Management held on February 10, 2022 be approved as circulated. Carried.

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

None.

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

Curtis went over each line of his report with the Board. It was noted each quote in his report was quoted on the same parts. Curtis recommends going with KORE Mechanical Inc, their quote is closest to the budgeted amount and he has dealt with them previously with no concerns.

-Moved by Little, Seconded by White, the NDCC Board of Management accept the quote from KORE Mechanical in the amount of \$15,850.00 and that the Arena Manager contact KORE Mechanical Inc to schedule the work to be completed. Carried.

Curtis has agreed to do the concrete for the base of the brine pump to help with cost savings. Curtis explained the concrete quote for the cenotaph. Board decided to defer this item for discussion until Melancthon and Mulmur Councils figure out what is being included in the NDCC budget.

-Moved by White, Seconded by Noble, the NDCC Board of Management recommends that the play structure and cenotaph repairs and maintenance be approved and paid by Mulmur Township. Further; the NDCC Budget be adjusted to reflect these changes. AND FURTHER; that this motion be sent to Melancthon and Mulmur Councils for each to approve. Carried.

Curtis reports the Arena will close March 31 or April 2 depending on the last minor hockey booking. Member Little will confirm with Curtis after the Honeywood Minor Hockey meeting. Staffing during the summer months will be on an as needed basis because all employees are part-time. At this time the Arena looks good and no request for repairs to be done.

### **#9 General Business**

### 1. Financial

## 1. Accounts Payable

-Moved by Noble, Seconded by Little, the accounts in the amount of \$9,032.00 be received as presented. Carried.

## 2. A/R update

Dickinson & Hicks will be doing a presentation of the new design at the next meeting. NDCC meeting will be in person at the Arena and both Melancthon and Mulmur Councils will attend. With everyone in attendance the presentation is delivered once for all to see and hear. Heather will contact Dickinson & Hicks to set up the meeting.

## 3. YTD vs. Budget comparison

Request was made to have the budget numbers show a true reflection of each month. Hydro expense will be much higher when Arena is in operation and rentals will be minimal in the summer. With the numbers properly reflected in each month this will show the Board where they should be at the end of each month.

# 2. Discussion Regarding Meeting Dates

Discussion on future meeting dates, the second Wednesday from 5 pm - 7 pm was the best time slot for the Board members to attend.

Discussion on fund raising events and how to handle that this year. Mayor Horner will look into the Strawberry Supper that usually takes place July 1 of each year and report back. Member White will be attending a joint Horning's Mills Hall Board and Horning's Mills Park Board meeting and will discuss a joint effort with the Strawberry Supper for community involvement.

# 3. Request from Public – Discussion on Protocol for Closing Arena due to Weather/Roads Closures

Previously the Arena was closed during bad weather/storms. It was noted that the NDCC is an Emergency Shelter and if needed must be available to stranded motorist. Curtis and Mulmur Township staff will review the procedure for closing the Arena due to weather conditions. It was suggested that the user groups, OPP, Dufferin County

Emergency Manager, Curtis and Mulmur Staff all be included in the discussion so everyone involved has their needs met.

Heather is directed to set up this meeting and complete a procedure for closing due to weather conditions and have it in place for next season.

## 4. New Routes: Dufferin County Outdoor Recreation Plan

Board requests each member to complete the survey individually and member Little offered to post this on the Honeywood Minor Hockey website. Donna and Heather directed to check the Township's websites and if it's not on to request that it be posted to both Township's websites.

### 5. Unfinished Business

## 1. NDCC Agreement – 2021 Final

Member White notes this item is on Melancthon Council Agenda for March 17, 2022 and is hoping to have a public member appointed to the Board and able to move forward with the agreement.

### #10 Information

None.

### **#11 Notice of Motion**

-None

### **#12 Confirmation Motion**

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

## **#14 Adjournment**

-Moved by White, Seconded by Clark, we adjourn the North Dufferin Community Centre
Board of Management meeting at 8:33 p.m. to meet again on Wednesday April 13,
2022 at 5:00 p.m. at the North Dufferin Community Centre or at the call of the Chair.
Carried.

CHAIR	SECRETARY



April 1, 2022

Re:

Town of Shelburne, Water and Wastewater Servicing Master Plan Municipal Class Environmental

Assessment

SBA File No: M20043

To whom it may concern,

The Town of Shelburne is updating its 2003 Water and Wastewater Servicing Master Plan (WWSMP) to ensure that its current and future water and wastewater infrastructure needs are met. Under the Class EA process, the Town will evaluate alternative means of providing safe, cost-effective, sustainable, and reliable water and wastewater services.

We are offering the opportunity to learn about studies completed to date and to provide feedback electronically through Zoom video conferencing. Details regarding the time of this Public Information Centre are provided in the attached Notice.

Following the Public Information Centre, further comments are invited for incorporation into the planning and design of the project and will be received until May 19<sup>th</sup>, 2022. Subject to comments received, the Town plans to instruct the Town Engineer to finalize the Environmental Study Report, which will be made available for public review for a minimum 30-day review period.

Please let me know if you would like to be kept informed or consulted as part of the Class EA.

Yours truly,

lan Callum, PMP, M.Sc.

Senior Environmental Project Manager

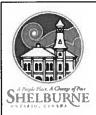
S. Burnett & Associates Limited

ian.callum@sbaengineering.com

Incl.: Notice of Public Information Centre

M20043\_WWSMP PIC1 Stakeholders Ltr\_FINAL\_01Apr22

(nfo# /



## **Notice of Study Commencement**

### **Town of Shelburne Water and Wastewater Master Servicing Plan**

### THE STUDY

The Town of Shelburne is updating its 2003 Water and Wastewater Servicing Master Plan (WWSMP) to ensure that its current and future water and wastewater infrastructure needs are met. The resulting report will outline the Town's plan for providing safe, cost-effective, sustainable and reliable water and wastewater services.

### THE PROCESS

This project is being planned as a Schedule B project under the Municipal Class Environmental Assessment.

### **PUBLIC INFORMATION CENTRE #1**

We are offering the opportunity to learn about studies completed to date and to provide feedback, electronically through Zoom video conferencing.

> 7:30 p.m. - 8:30 p.m. Thursday May 5<sup>th</sup>, 2022 **Zoom Video Conference**

Please contact the Clerk at jwilloughby@shelburne.ca to register no later than 12:00 p.m. on Friday, April 29, 2022. To ensure your questions, comments or concerns are addressed during the public meeting, please submit them in advance by email by 12:00 p.m. April 29, 2022. A live stream of the meeting on the Town's YouTube channel will be made available at:

https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w

### **CONTACT INFORMATION**

Further information may be obtained from the Town's engineer:

Ian Callum, M.Sc., PMP S. Burnett & Associates Limited 210 Broadway, Unit 203 Orangeville, ON L9W 5G4 T: 519-941-2949

F: 519-941-2036



Information will be collected in accordance with the Freedom of Information and Protection of Privacy Act. Except for personal information, all comments will become part of the public record.

## **Denise Holmes**

From: Tom Pridham <Tom.Pridham@rjburnside.com>

**Sent:** Tuesday, April 5, 2022 4:13 PM

To: Denise Holmes

**Subject:** RESCHEDULED SITE MEETING - KEN HOLMES PETITION

Attachments: Martin Extension Drainage Works - April 2022 Site Meeting Notice.pdf

Hi Denise,

Attached is the site meeting notice and plan that was prepared for the rescheduled site meeting.

A notification package has been circulated to the list of owners attached.

Could you please put the notice and plan on the agenda for the April 21<sup>st</sup> meeting as some members of Council may wish to attend.

Should you have any questions, please call.

Thanks, Tom



Tom Pridham
Drainage Engineer

R.J. Burnside & Associates Limited 15 Townline, Orangeville, Ontario L9W 3R4 Office: +1 800-265-9662 Direct Line: +1 519-938-3077 www.rjburnside.com



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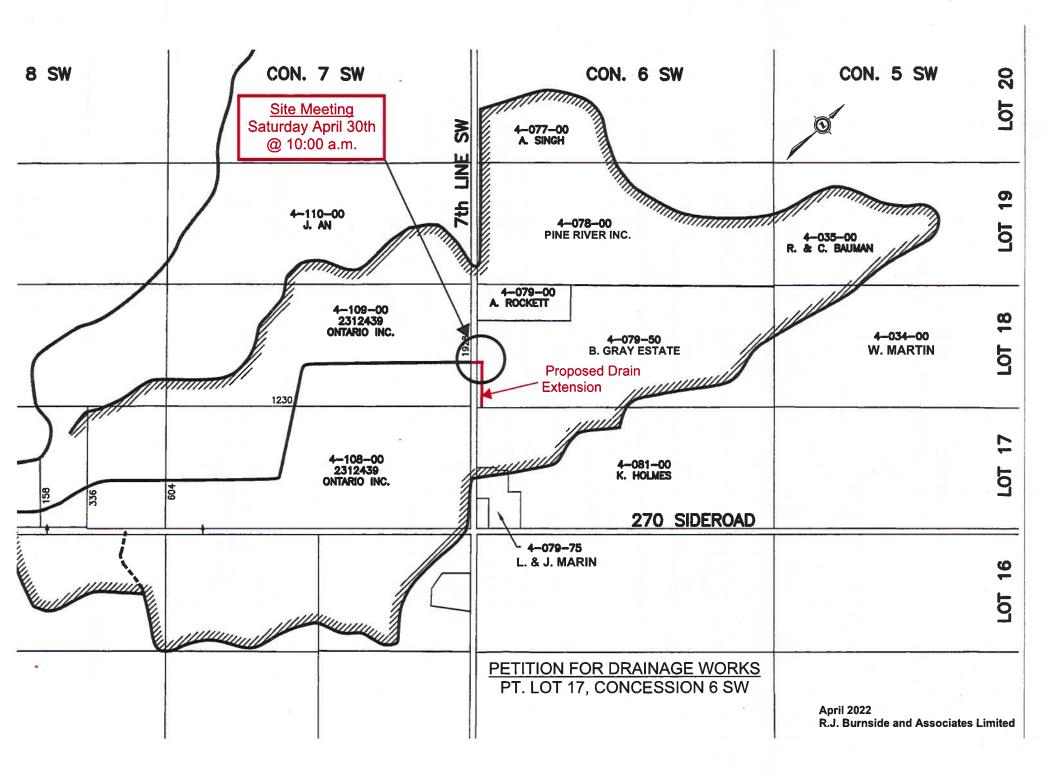
Thank you.

\*\*\*\*\*\*\*\*\*\*\*\*\*

# NOTICE OF APPOINTMENT FOR EXAMINATION BY ENGINEER

	10:	
	-	Name of Owner
	_	Address
	Sir/Mada	m,
(a)	Name of Engineer	You are hereby notified that (a) Tom Pridham, P. Eng. (R.J. Burnside & Associates Limited)
(b)	Name of Municipality	Appointed by the Council of the (b) Township of Melancthon
		under the Drainage Act, has fixed the hour of 10:00 o'clock in the morning on the
(c)	Name of place appointed	$30^{th}$ day of April 2022 to attend at c) the culvert crossing on the $7^{th}$ Line S.W. at Lot 18 as shown on the attached plan
		to discuss the proposed drainage works, being: (d)
(d)	Describe the area and site	Site meeting as a result of a petition for drainage works submitted by the owner of Pt. Lot 17, Concession 6 S.W. (Ken Holmes) under the provisions of the Drainage Act. The petitioner is seeking a formalized outlet for the tile drainage on his property. It is anticipated work will be required in Lot 18, Concession 6 and 7 S.W. including a new road crossing on the 7 <sup>th</sup> Line S.W.
		Should you have any questions or cannot attend, please contact the Engineer directly at 1 (519) 939-1578.
		Dated this 5th day of April 2022
		Dated this 5th day of April 2022
		Signature of Clerk
		Township of Melancthon
		Name of Municipality

Failure to attend examination - You are hereby notified that if you do not attend at the examination, it may proceed in your absence and except as otherwise provided in the *Drainage Act*, you will not be entitled to any further notice in the proceedings.



April 06, 2022

Sent via email

Office of the Prime Minister 80 Wellington Street Ottawa, ON K1A 0A2

Dear Mr. Trudeau:

## Re: Resolution # 2022-241 - HST rebate on new homes in Ontario

Please be advised that the following resolution was passed at the April 06, 2022 meeting of the Council of the Municipality of Grey Highlands.

### 2022-241

Paul Allen, Dane Nielsen

Whereas attainable housing has been a concern of hopeful homeowners for many years; and

Whereas attainable housing is a priority of all levels of government; and Whereas the Government of Ontario will rebate a portion of the provincial part of HST paid for a house to a maximum of \$24,000 if HST was paid on the land, or \$16,080 if HST was not paid on the land regardless of the fair market value of the house; and

Whereas the Government of Canada will rebate a portion of the federal part of HST paid for a house only if the fair market value is under \$450,000; and Whereas the average fair market value of a new home in Ontario is well above the \$450,000 threshold; now

Therefore be it resolved that the Municipality of Grey Highlands requests that the Federal government remove or increase the \$450,000 fair market value threshold to reflect today's housing costs; and

That council direct staff to circulate this resolution to Prime Minister Justin Trudeau, Premier Doug Ford, MP Alex Ruff, MPP Bill Walker, Provincial and Federal Finance Ministers, The Ministry of Municipal Affairs and Housing, AMO, Grey Bruce Home Builders and Trades Association, Ontario Home Builders Association and all Municipalities in Ontario.

CARRIED.

The Municipality of Grey Highlands

206 Toronto Street South, Unit One - P.O. Box 409 Markdale, Ontario NOC 1H0 519-986-2811 Toll-Free 1-888-342-4059 Fax 519-986-3643 www.greyhighlands.ca info@greyhighlands.ca

MDD 2 1 2022

If you require anything further, please contact this office.

Sincerely,

Amanda Fines-Vanalstine

Amanda Fines-VanAlstine Council & Committee Coordinator Municipality of Grey Highlands

cc. Premier, Doug Ford
MP, Alex Ruff
MPP, Bill Walker
Federal Minister of Finance, Chrystia Freeland
Provincial Minister of Finance, Peter Bethlenfalvy
Ministry of Municipal Affairs and Housing
Association of Municipalities Ontario
Grey Bruce Home Builders' Association
Ontario Home Builders' Association
All Municipalities in Ontario

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° étage Toronto ON M7A 2J3 Tél.: 416 585-7000



234-2022-1674

April 6, 2022

### Dear Head of Council:

For the past two years, you, your council colleagues and municipal staff have been at the forefront of the response to COVID in Ontario. I deeply appreciate your continued collaboration with the province and your inspiring dedication.

With key public health and health system indicators continuing to remain stable or improve, Ontario is cautiously and gradually easing public health and workplace safety measures with all remaining measures, directives and orders to end by April 27, 2022.

Today I am writing to inform you of the status of the emergency orders that were led by my ministry and made in early 2020 under the *Emergency Management and Civil Protection Act*, and later continued under the *Reopening Ontario Act*, 2020, to help municipalities address some of the challenges brought on by the pandemic.

# The Work Deployment Measures for Municipalities Order will end on April 27, 2022

Since April 16, 2020, O. Reg. 157/20, Work Deployment Measures for Municipalities (order) provided municipalities with the flexibility to deploy certain staff to where they were needed most in response to COVID-19 pressures.

The order was a temporary measure and, in line with the province's lifting of public health measures, it will end on April 27, 2022.

Any deployments your municipality has made using the authority in the order will need to end by April 27, 2022. If your municipality is relying on the order to deploy staff, it is important to work collaboratively and in good faith with your bargaining agents to develop staffing plans beyond April 27, 2022.

## The Patios Order will end on April 27, 2022

O. Reg. 345/20, Patios, eliminated Planning Act requirements for notice and public meetings and removed the ability to appeal when municipalities passed temporary use by-laws for new or expanded restaurant and bar patios. This allowed municipalities to pass or amend these by-laws quickly to address local circumstances and needs as they evolved.

The order was a temporary measure and, in line with the province's lifting of public health measures, will end on April 27, 2022.

160 # 4 APR 2 1 2022 Heads of Council Page 2

As the order will end on April 27, 2022, your municipality may wish to consider making any necessary changes to temporary use by-laws for restaurant and bar patios prior to this date. Changes were made as part of Bill 13, the *Supporting People and Businesses Act, 2021* in December 2021 to help streamline the planning system and provide municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws, should they choose to (and subject to having appropriate official plan policies in place).

## **Temporary Health or Residential Facilities**

O. Reg 141/20 came into effect on April 9, 2020. It has exempted temporary shelters and health facilities, established to respond to the effects of the pandemic, from the requirement to obtain a building permit or a change of use permit under the Building Code Act, from complying with the technical requirements of the Building Code and with certain by-laws and approvals under the Planning Act, subject to certain conditions related to protecting public health and safety.

This order will also end on April 27, 2022. I understand that some of these temporary facilities are still in use to respond to the effects of the pandemic. I intend to make amendments to the Building Code that would continue to exempt these facilities from the need for a building permit and compliance with the Building Code on a temporary basis, while ensuring they continue to be regularly inspected. Your municipality may wish to consider if any new temporary use or zoning by-laws or amendments to existing temporary use or zoning by-laws may be needed before the order ends on April 27, 2022.

There may be other emergency orders that are ending and may impact your municipality. For the latest information, please visit the government's page on <u>COVID-19 emergency information</u>.

If your municipality has any questions about any of the changes outlined above, we encourage your staff to contact <u>your local Municipal Services Office</u>.

Thank you again for your continued support in protecting the health and well-being of Ontarians while delivering the services they depend upon.

Sincerely,

Steve Clark

Minister of Municipal Affairs and Housing

C: Chief Administrative Officers

**Municipal Clerks** 

Steve Clark

Kate Manson Smith, Deputy Minister of Municipal Affairs and Housing Brian Rosborough, Executive Director, Association of Municipalities of Ontario

## **Denise Holmes**

From:

Kylie-Anne Grube <kgrube@dufferincounty.ca>

Sent:

Thursday, April 14, 2022 12:42 PM

**Subject:** 

Climate Action Report Card

**Attachments:** 

DCAP-Report-Card-Socials-Package.docx; DCAP-Report-Card-Graphics.zip

Good afternoon,

Dufferin County is celebrating Earth Week (April 18 -22) with the release of the first annual Climate Action Report Card. The report provides a progress update on the implementation of the Dufferin Climate Action Plan that was adopted on March 11, 2021. Reporting back to the community on our climate action progress is important to us to help foster transparency.

The Long Read
The Short Read

I am writing in hopes that you can help spread the word (on or after April 19) about the release of the Report Card through your websites, socials, and/or newsletters. I have attached a package with a variety of graphics options to choose from.

Thanks for your support and let me know if you have any questions.

Best,

KA

Kylie-Anne Grube (she/her) | Climate Engagement Specialist
County of Dufferin | kgrube@dufferincounty.ca | 55 Zina Street, Orangeville, ON L9W 1E5

Connect with Climate Action in Dufferin | Newsletter | Instagram | Facebook

Join in Dufferin - Share your stories. Connect with your community. Have your say on new projects. <u>Sign Up</u> and <u>Speak Up!</u>

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# DUFFERIN CLIMATE ACTION PLAN

**REPORT CARD 2021** 

On March 11, 2021 Dufferin County adopted the Dufferin Climate Action Plan, a strategy to acheive net-zero greenhouse gas emissions by 2050 and build resilience to the impacts of climate change.

# **Our Progress**

The Dufferin Climate Action Plan contains 99 actions. The statuses of the actions are outlined below.



# 2021 Highlights



**Installed the Charge Up in Dufferin network** of 24 public electric vehicle charging stations.



Completed a feasibility study for a community deep energy retrofit financing program.



Activated the Experimental Acres Farm pilot in partnership with Wellington County.



**Composted 3,200 tonnes of organics** through Dufferin Waste's Green Bin program.



**Launched the Climate Hub** and Climate Stories of Dufferin project.

Join the Climate Conversation! Visit linktr.ee/climateactionindufferin to connect with Climate Action in Dufferin.







# DUFFERIN CLIMATE ACTION PLAN

**REPORT CARD 2021** 





# INTRODUCTION



On March 11, 2021 Dufferin County adopted the Dufferin Climate Action Plan, our first comprehensive strategy to achieve net-zero greenhouse gas (GHG) emissions by 2050 and build resilience to the impacts of climate change. This Report Card provides an update on the County's progress on the implementation of the Dufferin Climate Action Plan.

The climate crisis requires urgent action. The social, cultural, environmental, and economic well-being of current and future generations of Dufferin County depends on the actions we take now to confront climate change.

The Dufferin Climate Action Plan is a strategy to achieve net-zero emissions by 2050 while also increasing community resilience to the impacts of climate change. Under 6 Focus Areas, the Dufferin Climate Action Plan outlines 34 primary actions and 99 sub actions that the County will take to build a net-zero and resilient community:



For transparency and accountability, this Report Card, prepared for Dufferin County Council and residents, provides a status update for each of the actions outlined in the Dufferin Climate Action Plan.

# KEY

The Report Card identifies the County's progress to date on the implementation of the actions in the Dufferin Climate Action Plan since its release in March of 2021. Each action is categorized in one of the following status categories:

<b>MARKET</b>	COMPLETE:
	The action has been implemented.
ATTEMPTS.	IN PROGRESS:
	Work on this action is actively underway.
	ONGOING:
	This action will be developed on an ongoing or reoccurring basis.
	EARLY STAGES:
	Early work has been started, but requires additional work and resources to develop and implement.
	BEHIND:
	The action is behind scheduled progress.
	DELAYED:
	Implementation of this action is delayed to a later date.
	FUTURE ACTION:
	The action has not yet been started and is scheduled for implementation in the future.

# ON THE MOVE 2021 HIGHLIGHTS



Embracing diverse and low-emission transportation options is essential, as transportation represents 49% of Dufferin's total emissions. This means making climate-friendly transportation options convenient, accessible, and maintainable for community members. In 2021, Dufferin County:



**Installed the Charge Up in Dufferin network** of 24 public electric vehicle (EV) charging stations. Installation was celebrated with a launch event, including a fully booked day of electric vehicle test-drives for residents with Plug'n Drive.



Initiated design phase of a regional electric vehicle charging station network with City of Guelph and Counties of Wellington Grey, Perth, Huron and Bruce.



Virtually visited classrooms at the Upper Grand District School Board to promote electric vehicle awareness and produced an educational video with a Plug'n Drive EV expert, reaching 650 students.



**Hosted a Bike Month Scavenger Hunt** from June 1-30, 2021, in partnership with Sustainable Orangeville and Cycling Elements.



Commissioned a Transit Feasibility Study, led by the office of the CAO, to explore options for an equitable and accessible rural public transportation service to meet essential transportation needs.

#	ACTION	ST	TATUS
T1	Review bus routes and optimize connectivity and service within and between local and regional municipalities		In Progress
	Advocate for increased GO transit service		Future Action
T2	Develop an accessible educational campaign to prioritize active transportation and public transit, particularly for trips under 5km		Ongoing
	Develop an accessible educational campaign for trips over 10km to prioritize carpooling options (particularly for commuters) and telecommuting when possible		Delayed (COVID)
Т3	Develop anti-idling campaigns to improve compliance with local anti-idling by-law		Behind
	Work with businesses and organizations to create anti-idling policies		Future Action
	Promote and increase awareness of existing eco-driving courses and insurance programs		Behind
T4	Partner with municipalities to develop a regional Electric Vehicle Strategy to achieve network connectivity		In progress
	Develop EV policy at the County level to ensure consistency throughout the development of a County charging network		Complete
	Leverage funding opportunities to install charging stations throughout County		Complete
	Work with local businesses and organizations to encourage low-emission and electric vehicles to be included in fleets		Delayed (COVID)
	Educate and raise awareness of the benefits of electric vehicles amoung residents and local businesses		Ongoing
T5	Work with local municipalities to develop strategy to transition to electric public transit fleets		Early Stages
	Investigate options to electrify school bus fleets		Future Action
Т6	Improve pedestrian crossing, comfortable walking route, and maps/ signage		Future Action
	Coordinate and expand accessible trails, walking, and cycling infrastructure throughout the County		In Progress
<b>T7</b>	Create a TDM Plan in partnership with local employers and neighbouring municipalities		Delayed
	Develop an engagement process to include community members in the TDM planning process		Delayed

# IN OUR BUILDINGS 2021 HIGHLIGHTS



Residential, commercial, and industrial buildings account for 29% of Dufferin's total GHG emissions. To reduce emissions Dufferin County has set a 2050 target of net-zero emissions buildings. In 2021, Dufferin County:



Completed a feasibility study for a deep energy retrofit financing program with Lightspark Software outlining existing housing stock and initial uptake analysis.



**Created home energy efficiency resources,** made available to residents on Climate Hub.

# **DID YOU KNOW?**

Air leakage accounts for 20 - 40% of the energy used for heating and cooling in a typical residence! Simple and inexpensive solutions like weather-sealing strips, caulking, or spray foam can help you save energy.

Visit the <u>Climate Hub</u> to explore how small changes can add up to big energy savings.

#	ACTION	SI	TATUS
B1	Complete a feasibility study undertaking a baseline assessment of Dufferin County's housing stock and energy upgrade potential, including the cost benefit of different types of retrofits to maximize dollars spent		Complete
	Investigate options to develop municipally led financing program for residential deep energy and resiliency retrofits		In Progress
	Implement selected municipally led financing program for residential deep energy and resiliency retrofits with a strategic lens to address energy poverty		Future Action
	Support existing training programs for contractors to complete home energy work		Future Action
	Educational campaign on home energy efficiency and fuel switching		Behind
	Explore options for customer utility data comparison		Future Action
B2	Create resilience check-list for residences		Behind
	Improve homes and businesses capacity to manage stormwater on-site through education campaigns, trainings, programs, and on-site consultations		Future Action
	Support training programs for contractors to complete resilience work		Future Action
В3	Educate building occupants and landlords on available energy retrofit programs and encourage participation in future financing options led by the County		Future Action
	Explore feasibility to require property standards by-law for maximum temperature in rented residences		Delayed
B4	Prioritize building designs that reduce energy demand and increase efficiency (passive cooling, air source heat pump, ground source heat pump, triple pane windows, light coloured roofs, etc.)		Future Action
	Prioritize climate resilient building designs (e.g. flood prevention strategies, passive cooling designs, expansion of hurricane clip program)		Future Action
B5	Investigate the potential for district energy systems to maximize energy efficiency		Future Action
	Work with local municipalities to review and enhance local Community Improvement Plans (CIP) to enable retrofits to commercial buildings		Future Action
B6	Encourage ICI stakeholders to take advantage of energy efficiency programs and incentives for new and remodeled buildings		Future Action
	Support educational campaigns and training for owners and employees to maximize energy efficiency and options for retrofits		Delayed
	Support educational campaigns and training for owners and employees to maximize energy efficiency and options for retrofits		Delayed

# FOR OUR LAND 2021 HIGHLIGHTS



While agriculture accounts for 16% of Dufferin's GHG emissions, both natural and agricultural lands serve as carbon sinks and provide important services to the community. Dufferin's natural systems play a key role in adapting to climate change by providing essential stormwater management and purification services, mitigating extreme heat, and supporting biodiversity. In 2021, Dufferin County:



Partnered with the County of Wellington to launch Experimental Acres Farm Pilot to provide funding and support to 7 Dufferin farmers to adopt regenerative agriculture practices on a small scale.



**Prepared a Natural Asset Inventory** for Dufferin County and local municipalities to inform a Natural Asset Management Plan to protect and enhance local assets.



**Promoted Dufferin Rural Water Quality Program** in collaboration with Economic Development and local conservation authorities at Agriculture Roundtable.



**Hosted Introduction to Rainscaping Workshop** with Credit Valley Conservation to encourage uptake of natural stormwater management solutions with 66 participants.

#	ACTION	ST	ATUS
L1	Complete a study detailing the barriers preventing the adoption of climate-friendly and resilient practices in agriculture and the values that facilitate adoption		Delayed
	Support evolving research opportunities investigating the carbon sequestration potential of agriculture sector		In Progress
	Encourage regenerative and ecological agriculture practices where applicable such as no-till and cover crops to control run off, tile, or controlled drainage systems		Ongoing
	Encourage mapping of existing crop varieties against future climate projections		In progress
L2	Promote co-learning and networking opportunities for sustainable and resilient agriculture, energy efficiency, crop diversification, new technologies, and water conservation		Ongoing
	Support a variety of educational opportunities tailored to diverse producers and their unique needs		Ongoing
L3	Explore on-site renewable energy production options		Future Action
	Explore options to incentivize manure management and biogas recovery as an alternative fuel source		Future Action
L4	Complete a natural asset inventory for the County including a risk assessment		Complete
	Develop municipal natural asset management plans based on inventory		Future Action
L5	Create an urban forest/reforest strategy with climate resilient tree species		Future Action
	Explore feasibility of developing a "Grown in Dufferin" tree supply program and or partner with conservation authorities to leverage existing nursery programs		Future Action
19	Amend the landscape regulations in both Zoning and Subdivision by-laws to increase tree protection and replacement requirement		Delayed (Planner required)
	Adopt both a private and heritage tree protection by-law		Delayed (Planner required)
	Ensure tree planting requirements are executed through new construction		Delayed (Planner required)
L6	Promote educational campaigns on options for and benefits of green infrastructure and low-impact development		Future Action

#	ACTION	STA	TUS
	Support backyard habitat creation initiatives to protect native biodiversity		Future Action
	Encourage uptake of natural stormwater management solutions such as raingardens, soak-away pits, bioswales, or permeable groundcovers (See P2)		In Progress
L7	Support restoration of degraded lands using erosion control, organic and nutrient amendments		Ongoing
	Support conservation of marginal farmland to perennial grasses or trees		Future Action
	Support restoration of wetlands (See L8, P5)		Future Action
L8	Support restoration of wetlands (See L7, P5)		Future Action
	Work with local municipalities to provide a climate lens to water quality and quantity protection initiatives		Future Action
	Work with local municipalities to develop and/or update stormwater management plans		Future Action



# **DID YOU KNOW?**

Compared to a patch of lawn, a rain garden allows about 30% more water to soak into the ground!

Rain gardens are both beautiful and functional. By planting one, you can help maintain the natural water cycle while protecting local water bodies and drinking water sources.

Visit <u>Credit Valley Conservation</u> to learn how to build your onw rain garden.

# PLANNING OUR COUNTY 2021 HIGHLIGHTS



As the County did not have internal Planning support for 2021, actions scheduled for implementation in 2021 around the development of green development standards has been delayed.

Green Development Standards (GDS) guide, incentivize or mandate developers to build developments that decrease greenhouse gas emissions, protect the environment, and create climate-resilient neighborhoods. GDS can encourage energy-efficient developments through a variety of ways such as (but not limited to):

- Promoting the inclusion of energy efficiency measures like higher quality doors and windows, increased insulation, zero-carbon heating/cooling and hot water systems, and achieve highlevels of airtightness and balanced ventilation.
- Ensuring new builds are electric vehicle ready.
- Including features such as tree canopies, and stormwater management mechanisms that increase resilience to extreme weather, temperatures, and flooding.

It is critical that the County creates Green Development Standards to make sure new developments are climate proofed to avoid future losses.

#	ACTION	STATUS
P1	Prioritize the design of urban areas to reduce personal vehicle use, vehicle kilometers travelled, and to encourage active transportation. This can be achieved through the development of compact, accessible, and walkable neighbourhoods that integrate residential office and retail developments	Delayed (Planner required)
	Prioritize infill and high-density housing in the downtown core, commercial zones, and along transit routes through policies	Delayed (Planner required)
P2	Create GDS that align with existing or upcoming policy goals and plans related to community energy, climate change, growth and intensification, resilience, and asset management	Delayed (Planner required)
	Engage the building and development community to integrate experiences and leading practices into a GDS	Delayed (Planner required)
	Create requirement for a 'climate impacts' section in all development applications and explore options to incentivize application of GDS by local developers	Delayed (Planner required)
	Embed GDS in the Official Plan, especially as an implementation tool to achieve goals concerning sustainability, health, growth, and infrastructure management	Future Action
	Work with member municipalities to integrate GDS into development standards with a focus on regional alignment	Future Action
Р3	Conduct a study to identify priority areas to mitigate extreme heat across private and public properties	Early Stages
	Implement potential recommendations from extreme heat study such as installation of reflective white roofs, urban street tree planting, shading park structures, and the conversion of streets to light colours	Future Action
P4	Increase capacity to apply climate lens to infrastructure planning for stormwater management	Future Action
	Update floodplain mapping and develop/update natural stormwater management plans to ensure no increase in vulnerability	Future Action
P5	Enhance the amount of green space/permeable surface incorporated into all communities	Future Action

#	ACTION		STATUS	
1.82///=	Support an increase in tree coverage through planning policy (See L5)			Future Action
	Strategically manage natural assets through the directives of the natural asset management plan (See L4)			Future Action
	Increase uptake of low impact development technologies on private and public properties (See L6)			Future Action
	Support wetland restoration and creation initiatives (See L8)			Future Action
P6	Determine renewable energy potential in Dufferin, including potential sites for wind and solar installations			Future Action
	Identify options for local energy generation and storage options, such as microgrids that can also serve as back-up power supply during emergencies			Future Action
	Collaborate with the agricultural community and energy specialists to identify local options for on-farm renewable energy (See L3)			Future Action
	Identify opportunities for low GHG fuel use in the community such as hydrogen and renewable natural gas			Future Action
P7	Explore potential sites for a district energy system			Future Action
	Create a municipal energy map			Future Action
	Conduct an initial assessment to identify local fuel sources such as biomass or biogas products (See L3)			Future Action
P8	Provide learning and training opportunities for residents, developers, building owners, and businesses on renewable energy options such as ground mount solar, rooftop PV, geothermal, and renewable natural gas			Future Action
	Promote financing opportunities for neighbourhood level energy generation and ownership, such as solar installations		and	Future Action

# IN OUR BINS 2021 HIGHLIGHTS



Although waste only accounts for 2% of Dufferin's total GHG emissions, the County can continue to support waste initiatives to increase the reduction of organic waste and support local circular economy initiatives. In 2021, Dufferin **County:** 



Composted 3,200 tonnes of organics through Dufferin Waste's Green Bin program.



Engaged over 100 people through Dufferin Waste's Plan to Save, Reduce Food Waste campaign, in which participants built skills to reduce food waste in their households.

#	ACTION	STATUS	
W1	Work with Waste Services to increase rates of, and participation in, composting through educational campaigns	Ongoing	
	Work with Waste Services to support food waste reduction efforts	Ongoing	
ir.	Develop organic waste diversion educational opportunities for ICI stakeholders	Future Action	
W2	Support individuals, businesses, and industry efforts to reduce waste through circular economy initiatives	Future Action	
	Work with community stakeholders to increase knowledge of and participation in circular economy initiatives	Future Action	



# **DID YOU KNOW?**

Dufferin Waste's Take it Back directory is a one-stop guide for residents to take back items for reuse, recycling or proper disposal at local retailers, vendors, and organizations.

Contribute to a circular economy by taking back unwanted items for reuse, recycling, or proper disposal!

Visit <u>dufferincounty.ca/waste</u> or download the Dufferin Waste App to use the "Which Bin?" tool to find a Take it Back location near you!

# **EMPOWERING OUR COMMUNITY** 2021 HIGHLIGHTS



The County is committed to building community capacity, addressing systems of inequality inequality, and, ultimately, empowering all community members to participate in and benefit from climate action. In 2021, Dufferin County:



Launched the Climate Hub an online platform for residents to access tools, resources, and local stories that support community greenhouse gas reduction goals.



Developed a Climate Engagement Strategy to empower residents to participate in the implementation of the Dufferin Climate Action Plan.



**Spotlighted local climate champions** through the Climate Stories of Dufferin Project, featuring residents, business owners, and students.



Launched Climate Action in Dufferin e-newsletter to connect residents to local events, resources, and opportunities for engagement.



Saved 3,500 pounds of carbon dioxide and took 753 climate actions through the Earth Month Ecochallenge, led with Headwaters Communities in Action and Sustainable Orangeville.

#	ACTION		STATUS		
C1	Provide resources and learning opportunities for residents with detailed information on tools, resources, and supports to reduce GHG emissions		Ongoing		
	Create a "Community Climate Fund" to support existing programs in the community for organizations undertaking environmental or social justice work		Ongoing		
	Develop a climate change toolkit for businesses to assist with climate change impact analysis and continuity planning for extreme weather		Delayed (COVID)		
	Develop a green procurement guide for ICI stakeholders		Future Action		
C2	Create a "Climate Engagement and Cultural Plan" with diverse community groups, particularly with equity and sovereignty seeking groups		Complete		
	Conduct market research to identify barriers and motivations for desired sustainable behaviours		Delayed		
	Promote educational campaigns to encourage sustainable behaviours, such as supporting local food and farming		Ongoing		
	Promote local stories and highlight success in the community		Complete		
	Establish a multi-level Climate Ambassadors Program to facilitate the inclusion of all community members in climate action initiatives		Behind		

# **DID YOU KNOW?**

You are a powerful agent of change! By sharing your discoveries, thoughts, hopes, and fears about climate change you can connect with your community in ways that scientists or governments can't.

# **Try This!**

Instead of stating the facts on climate change, try "connecting the dots between what both of you already care about and the issue of climate change" (Dr. Katherine Hayhoe, Atmospheric Scientist).

Visit the <u>Climate Hub</u> for more climate conversation ice-breakers!

# LOOKING AHEAD



Looking ahead to 2022, the Climate and Energy Division will be moving forward the following priority actions:

# **Advancing Adaptation**

The County of Dufferin is currently participating in a program called Advancing Adaption. Delivered by the International Council for Local Environmental Initiatives (ICLEI) Canada, the Advancing Adaptation program will support Dufferin in becoming a climate ready community.

Phase 1 was completed in March 2022 and applied local climate projections to assess our community's vulnerability to climate risks in a Climate Vulnerability and Risk Assessment Report. Phase 2 runs from May to December 2022. It will support Dufferin in identifying goals, actions, and implementation details for a community-wide climate change resilience strategy.

An interdisciplinary working group that includes County and local municipal staff, representatives from external organizations, and community members is collaboratively leading this initiative.

The County's Climate and Energy Division anticipates requiring a Resilience Officer in the coming years to meaningfully implement the forthcoming resilience strategy, knowing that the scale of funds and efforts necessary to advance climate action today is far less than the costs associated with delayed action and damages from climate change impacts down the road.

# **Youth Volunteer Programming**

The County values the meaningful and sustained involvement of young people in local climate action. In 2022, the Climate and Energy Division will design a volunteer program to engage and empower Dufferin youth (16-25) to be active participants in the implementation of the Dufferin Climate Action Plan.

# Strengthening Relationships with Local Municipalities

The County will work alongside local municipalities to develop green development standards with local planners, explore options for a residential energy retrofit financing program, and create local climate implementation plans that advance the actions outlined in the Dufferin Climate Action Plan that fall under local municipal spheres of control. The creation of a Municipal Community of Practice to build capacity and share resources will support these initiatives.

## Other Priorities for 2022:

- Development of regional electric vehicle charging network strategy with partner municipalities
- Delivery of Experimental Acres Pilot to support farmers adopt regenerative agriculture practices
- Development of equity criteria to advance climate justice
- Community engagement and capacity building









The Dufferin Climate Action Plan is ambitious, but with meaningful action from local municipalities, businesses, organizations, schools, and individuals we can create a prosperous future for the current and future generations of Dufferin County.

A net-zero community is dynamic community that embraces low-carbon transportation options, supports and enhances local agriculture, grows sustainable and vibrant urban centers, protects land, water, and air, stimulates local economies, creates healthy and equitable neighbourhoods, and is resilient in the face of climate change.

## THE CLIMATE IS CHANGING. SO MUST WE.

## **Denise Holmes**

From:

Kristine Pedicone

Sent:

Thursday, April 7, 2022 10:37 AM

To:

Jones-co, Sylvia

Cc:

Darren White; Denise Holmes

**Subject:** 

Melancthon Township

## Good Morning MPP Jones,

I am writing to you with regard to the township of Melancthon where I currently reside. Our council has been reaching out to your office for over a year to co-ordinate a meeting with you on several matters that need your attention and help. I do not understand how you can continually ignore them.

I have seen you on the news at several openings in your riding and at the provincial level and apparently having your picture taken there is much more important than a community meeting where help is needed.

I am asking you, why we as constituents should vote for you if you do not have time to help the area that you represent in parliament. That is totally unacceptable.

I will be promoting this issue in our area on social media to make sure that others know that you have no time for us.

C.K Pedicone

### **Denise Holmes**

From:

Linda Polonsky

Sent:

Monday, April 11, 2022 12:35 PM

To:

sylvia.jonesco@pc.ola.org

Cc:

Denise Holmes; Darren White

Subject:

Use of Development Charges Reserve Funds

### Dear Ms Jones,

We are writing to you today to bring to your attention the issue of our township, Melancthon, being unable to use our development charges for the purpose they were intended for.

Melancthon is an agricultural township which has no serviced settlements. Therefore our largest expenses are for our roads. Maintenance and structural integrity upgrades places a large burden on our ratepayers. Much of these upgrades are the result of <u>on-farm shops</u> enhancing the agricultural development here. These shops definitely add growth and prosperity, but also take a large toll on our roads with hundreds of extra trucks per year. We propose that road upgrades should be acknowledged as being a result of <u>growth</u> in rural areas and therefore should be included as an acceptable use of Development Charges.

The current definition of 'development charges uses' states that they are to be used for improvements resulting from growth in the Township, but does not recognize roads upgrades as a 'result of growth'. This is extremely restrictive and even punitive to small agricultural townships. When our Council is considering taking out a huge loan to pay for a road that was damaged by increased volume and heavy traffic while more than that amount of money is sitting idle and untouchable in a "Development Charges" reserve fund this is punitive to us, the ratepayers.

We kindly ask that you take our concern to the appropriate government department and/or meet with our Mayor and Council to discuss this issue further.

Respectfully yours,

**Jack and Linda Polonsky** 

#### **Ministry of the Solicitor General**

### Ministère du Solliciteur général

Office of the Fire Marshal and **Emergency Management**  commissaire des incendies et de la gestion des situations d'urgence

25 Morton Shulman Avenue Toronto ON M3M 0B1 Tel: 647-329-1100 Fax: 647-329-1143

25, avenue Morton Shulman Toronto ON M3M 0B1 Tél.: 647-329-1100

Téléc.: 647-329-1143

**MEMORANDUM TO:** 

**Emergency Management Professionals** 

DATE:

April 14, 2022

FROM:

Teepu Khawja

Assistant Deputy Minister/Chief, Emergency Management Ontario

Ontario 👸

SUBJECT:

**Emergency Preparedness Week 2022** 

Dear emergency management professionals,

This year, the national Emergency Preparedness (EP) Week takes place from May 1 to 7, 2022. The national theme for this year's EP Week, as announced by Public Safety Canada, is "Emergency Preparedness: Be Ready for Anything".

With Ontario's 2022 general election taking place by June 2, 2022 there are strict rules as to how ministries can communicate during the impending pre-election writ period. During this time, the government assumes a 'caretaker' role, with only regular government operations continuing while stakeholder and public engagements are limited to only essential and urgent activities.

That is why this year, ahead of the writ period, we plan to support our emergency preparedness partners by sharing digital guidance materials for conducting EP Week activities. We also encourage you to use our online <u>public education resources</u>, as well as the new <u>federal EP</u> Week resources to help promote a culture of preparedness across Ontario this coming EP Week and throughout the year.

I would also like to take this opportunity to reiterate that nothing is more important than protecting the health and wellbeing of Ontarians. To that effect, the province recently introduced A Plan to Stay Open, and the Pandemic and Emergency Preparedness Bill.

Additionally, we have turned our attention to preparing for spring flooding season. We are actively working with federal and municipal governments, First Nations and Indigenous partners as well as non-governmental organizations, to be prepared to support those who may be affected by flooding. Now is a good time to review Protecting People and Property: Ontario's Flooding Strategy, which identifies a series of cross-government actions to help people, organizations and governments to be better prepared and equipped to respond to the devastating effects of flooding.

Sincerely,

Teepu Khawia

Assistant Deputy Minister and Chief, Emergency Management Ontario

## **Denise Holmes**

From:

**Donna Funston** 

Sent:

Thursday, April 14, 2022 3:00 PM

To:

Denise Holmes; Tracey Atkinson; Roseann Knechtel

Subject:

NDCC April 13 motion

**Attachments:** 

april 13 motion.pdf

Please find attached a motion from the NDCC meeting on April 13, 2022.

Thanks, Donna

Donna Funston | Administration and Finance Assistant | Township of Melancthon |

dfunston@melancthontownship.ca| PH: 519-925-5525 ext 103 | FX: 519-925-1110 | www.melancthontownship.ca |

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## North Dufferin Community Centre Board of Management



CHAIR

- Cabical		
Moved byFawcett		
Seconded byTimmins DateApril 13	3, 202	2
Be it resolved that:		
The NDCC Board of Management increase the buildings/grou	nds mainter	nance
budgeted amount to \$20,000 to allow for the purchase of a soft cor	ntroller for th	ne brine
pump to reduce hydro costs over the year.		
AND: the draft budget be approved with this amendment		
AND: this motion be sent to Melancthon and Mulmur Councils.		
	*	
Recorded Vote	<u>Yea</u>	Nay
Chair Patricia Clark		
Member Darren White		
Member Darcy Timmins	10	
Member Debbie Fawcett		
Member Mandy Little		
Member Nancy Noble		
Member Vacant	•	
Member Vacant		
	•	

## **NDCC Board of Management**

2022 Budget

updated Feb 24, 2022	2	2022	buuget			Draft #4		
		2020	2020	2021	2021	2022	Budget	
Account	Description	Actual	Budget	Actual	Budget	Budget	Variance	Comments
REVENUES					170			
01-2000-4000	MULMUR GRANT	54,410	54,410	53,349	53,349	74,643.38	21,295	
01-2000-4010	MELANCTHON GRANT	54,410	54,410	53,349	53,349	74,643.38	21,295	
01-2000-4020	DONATION REVENUE						0	
01-2000-4030	FUNDRAISING REVENUE	To the State of					0	
01-2000-4040	GRANT REVENUE					14 - S II	0	
01-2000-4100	MINOR RATE RENTAL REVENUE	46,708	54,000	36,596	30,600	45,918.00	15,318	Based on 6 mths of rentals
01-2000-4110	ICE RENTAL REVENUE (PRIME)	41,956	51,000	38,797	29,580	45,000.00	15,420	Based on 6 mths of rentals
	ICE RENTAL REVENUE (NON-PRIME)	1,736	500	2,620	510	2,600.00	2,090	
01-2000-4120	NON-RESIDENT USER FEES	4,215	3,250	621	-		0	
01-2000-4200	BOOTH RENTAL REVENUE	1,174	2,100	418	2,000	1,100.00	-900	
						Carl and a		Assume it will be rented more
01-2000-4210	HALL RENTAL REVENUE		4,000		1,000	1,000.00		in 2022
	FLOOR RENTAL REVENUE			65			0	
	SIGN RENTAL REVENUE	4,250	3,800	3,400	3,580	3,400.00	-180	
01-2000-4240	VENDING MACHINE REVENUE			-	-	Minke -	0	
01-2000-4250	GRASS CUTTING REVENUE			2,750		Harris of the Control	0	
01-2000-4300	PENALTIES & INTEREST	902	850	579	850	700.00	-150	
01-2000-4500	PRIOR YEAR SURPLUS/(DEFICIT)	(5,860)	(5,860)	0	33,947	(25,740.75)	-59,688	
	TOTAL REVENUE	203,902	222,461	192,542	208,765	223,264.00	14,499	
EXPENSES		HEUNELL						
		No.	NO TRANSPORT					2 staff for each shift for COVID
01-2000-7000	WAGES	58,972	70,000	66,230	72,000	66,000.00	-6,000	screening
01-2000-7005	BENEFITS-EI/CPP/WSIB/EHT	5,182	5,600	5,809	5,600	5,200.00	-400	
01-2000-7010	BENEFITS-OMERS	4,569	4,950	5,253	5,254	5,300.00	46	
01-2000-7012	MILEAGE	304	300	217	300	300.00	0	
01-2000-7015	STAFF TRAINING/DUES, FEES, SUB.	185	1,000	442	1,000	500.00	-500	
01-2000-7100	OFFICE/COMPUTER SUPPLIES	1,889	2,000	3,347	2,000	2,100.00	100	
01-2000-7110	COMMUNICATION	877	2,000	1,830	2,000	2,000.00	0	
01-2000-7115	INSURANCE	15,419	13,300	16,732	16,000	18,000.00	2,000	
01-2000-7120	HEALTH & SAFETY	2,541	2,000	2,537	2,500	2,500.00	0	
01-2000-7122	SECURITY		Musicus:	7,912			0	Costs for Security
01-2000-7125	PROF FEES - AUDIT	600	611	589	611	611.00	0	
01-2000-7130	PROF FEES - WATER TESTING	259	400	322	400	400.00	0	
01-2000-7150	BANK CHARGES	1,370	500	1,203	1,200	1,200.00	0	[
01-2000-7200	HYDRO	28,532	50,000	35,927	40,000	40,000.00	0	
		100				THE HILL		
01-2000-7210	FURNACE FUEL	9,750	15,000	7,853	7,000	7,900.00	900	
						The state of the		propane costs are tripling in
01-2000-7215	ZAMBONI PROPANE			1,033	1,000	2,000.00	1,000	2022
01-2000-7216	PROPANE BACK			2,874	2,000	4,000.00	2,000	propane costs to triple
						THE STATE OF THE S		Includes Brine Pump starter,
01 2000 7220	DI DC /CDOUNDS MAINTENIANCE	27.462	10 500	12 770	20,000	20 000 00	٫ ا	water leak repairs, door repair,
01-2000-7220	BLDG/GROUNDS MAINTENANCE	27,463	18,500	13,778	20,000	20,000.00		etc.
01-2000-7230	BOOTH PROPANE & MAINT.	372	3,300	934	400	1,000.00	600	Ice in/out, calcium, zamboni
					-4 - 10 - 4			repairs, blade sharpening. Costs
								high in 2021 due to compressor
01-2000-7240	ICE PLANT/MACH MAINT	11,147	18,000	24,800	12,000	17,000.00	5,000	repair.
01-2000-7245	LAWN MOWER EXPENSE	Mary State		1,365		15-111-11	0	1
01-2000-7300	FUNDRAISING EXPENSE			-	•	A Trible-ill	0	
01-2000-7400	BAD DEBT	525	V X C	-	•		0	
01-2000-7450	TSFR TO CAPITAL RESERVES			21		her miletons	0	
01-2000-7500	CAPITAL PURCHASES	-	15,000	10,700	17,500	15,000.00	-2,500	Brine Pump \$15,000
		371-1910						Per quote for building
01-2000 7550	RENOVATIONS			6,573	112 .17	12,253.00	12 252	assessment and conceptual design \$18500 total
01-2000-7550	RENOVATIONS  TOTAL EXPENSES	169,955	222,461	218,283	208,765	223,264.00	59,599	AC21811 210200 (O(g)
					208,765	223,204.00	27,233	J
	Net Income/(Deficit)	33,947	0	(25,741)	U			-

#### **Denise Holmes**

From:

Peter Mensinga <Peter.Mensinga@rjburnside.com>

Sent:

Monday, April 11, 2022 12:10 PM

To: Cc: Sarah Culshaw

Subject:

Denise Holmes
RE: Grant for Horning Mills Community Hall - Project Manager

Attachments:

900052696.1000.Prop.Horning's Mill CH.D&T, CRCA.220411.pdf

Hi Sarah,

Our proposal to project manage the hall renovation (design, tender, contract administration and construction review) is attached.

To provide context for our fee proposal, given the range of items to be addressed, it will require the involvement of several disciplines (structural/mechanical/electrical) and even though the repair areas aren't large, they still require time and effort to specify properly.

Please reach out if you have any questions or feedback.

Regards, Peter

Peter Mensinga, P.Eng. M.A.Sc Building Science Engineer R.J. Burnside & Associates Limited | www.rjburnside.com Office: +1 800-265-9662 Direct: +1 705-797-4372

From: Sarah Culshaw <sculshaw@melancthontownship.ca>

Sent: Friday, April 08, 2022 10:06 AM

**To:** Peter Mensinga <Peter.Mensinga@rjburnside.com> **Cc:** Denise Holmes <dholmes@melancthontownship.ca>

Subject: RE: Grant for Horning Mills Community Hall - Project Manager

Hi Peter

I just wanted to touch base with you to see if you can give me an update on the below?

Thank you.

Sarah

From: Sarah Culshaw

Sent: Wednesday, March 16, 2022 3:14 PM

**To:** Peter Mensinga < <a href="mailto:Peter.Mensinga@rjburnside.com">Peter.Mensinga@rjburnside.com</a> <a href="mailto:Cc:Denise Holmes">Cc: Denise Holmes <a href="mailto:dholmes@melancthontownship.ca">dholmes@melancthontownship.ca</a>

Subject: RE: Grant for Horning Mills Community Hall - Project Manager

Thank you Peter, I look forward to hearing from you.

Sarah

At#2

From: Peter Mensinga < Peter. Mensinga@rjburnside.com >

Sent: Wednesday, March 16, 2022 3:12 PM

**To:** Sarah Culshaw < <a href="mailto:sculshaw@melancthontownship.ca">sculshaw@melancthontownship.ca</a> <a href="mailto:cc:cc">Cc: Denise Holmes < <a href="mailto:dholmes@melancthontownship.ca">dholmes@melancthontownship.ca</a> <a href="mailto:sculshaw@melancthontownship.ca">sculshaw@melancthontownship.ca</a>

Subject: RE: Grant for Horning Mills Community Hall - Project Manager

Hello Sarah,

My apologies for taking this long to respond to your email; I took a few days off and am catching up on emails and projects but wanted to acknowledge receiving your email.

Reviewing the items that the Township intends to address, there are some items where engineering involvement would be valuable but other items may be more expedient (and less expensive) to approach a contractor directly. Let me review these items internally and I will get back to you.

Thanks, Peter

> Peter Mensinga, P.Eng. M.A.Sc Building Science Engineer

R.J. Burnside & Associates Limited | www.rjburnside.com Office: +1 800-265-9662 Direct: +1 705-797-4372

From: Sarah Culshaw < sculshaw@melancthontownship.ca>

Sent: Monday, March 14, 2022 11:12 AM

**To:** Peter Mensinga < Peter.Mensinga@rjburnside.com > **Cc:** Denise Holmes < dholmes@melancthontownship.ca >

Subject: Grant for Horning Mills Community Hall - Project Manager

Hi Peter

I understand that you completed the building needs Assessment for the Horning's Mills Community Hall. Due to this report, we were able to successfully obtain a grant for which many of the Capital Expenditures in the report are covered. The grant included upgrades such as: replace exterior stair structure, repair masonry and parging, recoat stucco, attic insulation improvement, service door replacement, window and door wood trim replacement, HAVAC exhaust fan replacement, replace pluming fixtures, replace electrical hot water storage tank, repair and replacement for electrical system and thermal imaging assessment. I was inquiring as to whether you would be able to provide us a quote to manage this project. By this I mean obtaining contractors to perform the work and making sure the procurement rules are satisfied and all timelines are fulfilled. Attached is the grant application for your information.

Regards, Sarah Culshaw

Sarah Culshaw | Treasurer/Deputy-Clerk | Township of Melancthon | sculshaw@melancthontownship.ca | PH: 519-925-5525 ext 102 | FX: 519-925-1110 |

#### www.melancthontownship.ca |

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April 11, 2022

Via: E-mail (sculshaw@melancthontownship.ca)

Township of Melancthon c/o Sarah Culshaw, Treasurer/Deputy-Clerk 157101 Highway 10 Melancthon, ON L9V 2E6

Dear Sarah Culshaw:

Re: Horning's Mill - Design & Tender, CRCA

Project No.: 900052696.1000

R.J. Burnside & Associates Limited (Burnside) is pleased to respond to your request for services. Below we highlight our proposed scope of work and deliverables. We are pleased to continue our relationship with you through the proposal for these services.

### 1.0 Background

The Horning's Mills Community Hall, located at 14 Mill St, Township of Melancthon (Melancthon), consists of a 2-storey building with a building footprint of 131 m² (1,415ft²) constructed in 1935 with renovations completed in 1985 and 2013. From your e-mail dated March 14, 2022, we understand that Melancthon is looking to complete repairs to the Hall that we recommended in our Building Condition Assessment Report dated May 4, 2021. Generally, the repairs are, replace exterior stair structure, repair masonry and parging, recoat stucco, attic insulation improvement, service doors replacement, window and door wood trim replacement, HVAC exhaust fan replacement, replace plumbing fixtures, replace electrical hot water storage tank, repair and replacement of electrical system and thermal imaging assessment.

## 2.0 Scope of Work and Methodology

We also understand that your requirements at this time are for project management services that would include design and tender services, as well as construction review and contract administration (CRCA).

Our services will consist of the following:

#### Design and tender:

- Visit the site to measure the building and determine repair areas
- Submit a draft set of drawings and specifications for your review and comment
- Finalize the design documents based on your feedback

Township of Melancthon - Horning's Mill - Design & Tender, CRCA April 11, 2022

Project No.: 900052696.1000

- Administer a competitive tender process to obtain pricing
- Contact Contractors to establish intent to bid and issue a Notice of Project
- Attend one on-site meeting with bidders to review the scope of work
- Issue addenda in response to bidders' questions
- Summarize and analyze the bids and make a recommendation with respect to award

#### **Contract Administration:**

- Prepare CCDC-2 contracts for execution by the Owner and the Contractor.
- Chair a construction start-up meeting to review project requirements with the Contractor and Owner and issue Minutes.
- Review the Contractor's invoices and certify payment for completing work as allowed for under the general conditions of the contract.
- Review the Contractor's product submissions for conformance with the project specifications.
- Prepare Change Orders, if required.
- Prepare a Certificate of Substantial Performance which will trigger the start of the 60-day lien period.
- Authourize release of hold back after the lien period has expired and assuming no liens are registered on the project. Upon release of holdback, our services on the project will be considered completed.

#### Construction Review:

- Complete periodic site visits (charged on a per site visit basis, we expect a total of three
  would be required) to review the work in progress for general conformity with the contract
  documents. Electronic site visit reports will be completed following our reviews and a copy
  provided to the Contractor and the Owner.
- Provide site instructions in response to Contractor requests for information.
- Attend the site upon substantial completion to review the completed work. We will prepare a
  Final Review letter outlining outstanding items. Our site visit at the time of substantial
  completion will be our final site visit under this contract.

#### 3.0 Overall Assumptions and Constraints

Please note this proposal is based on the following assumptions and constraints:

- Our deliverables consist of one draft and final set of design documents.
- Preparing addenda in response to client requested changes to the scope of work will be completed on a time and expense basis at our hourly rates.
- Applying for and obtaining all Permits for the work will be the responsibility of the Contractor.
- Our scope of services and related fees assume that the Contractor will undertake a quality control program and that construction will proceed in a good and workmanlike manner.
- Attendance at any meetings in addition to those described in Section 2.0, if required, will be charged on a time and expense basis.

April 11, 2022

Project No.: 900052696.1000

### 4.0 Proposed Fees

	Description of Tasks	<b>Estimated Fee</b>
1.	Design, Tender, and Contract Administration (including expenses e.g., mileage, office, printing)	\$12,875
2.	Construction Review - 3 Site Visits with Reporting (\$1,125 per site visit, including expenses)	\$3,375
	Total Costs (Excluding Taxes)	\$16,250

- The above noted fees do not include HST.
- Monthly interest of 1.0% to be charged on overdue accounts.

### 5.0 Terms of Agreement

As per the attached standard agreement.

We hope this proposal meets your requirements. Please note that the proposal is good for 60 days from the date of issue. If you would like us to proceed with this work, kindly sign and return the enclosed Authorization to Proceed form. Should you have any questions or require further information, please do not hesitate.

Yours truly,

R.J. Burnside & Associates Limited

Peter Mensinga, M.A.Sc., P.Eng.

**Building Science Engineer** 

**Enclosures** 

- 1) Authourization to Proceed
- 2) Standard Conditions of Service

900052696.1000.Prop.Horning's Mill CH.D&T, CRCA.220411.docx 4/11/2022 2:58 PM

April 11, 2022

Project No.: 900052696.1000

## **Authourization to Proceed**

Date:	April 11, 2022	Project No.:	900052696.1000
Client:	Township of Melancthon		
Submitted By:	Peter Mensinga, M.A.Sc.,	P.Eng.	
Project:	Horning's Mill - Design & 7	Гender, CRCA	
hereby authourize or perform the wor	, being a signing a the firm of R.J. Burnside & k described in the Proposal he payment is based on a F to a change in the scope of	Associates Limited (the Letter dated April 11, Fixed Fee and will not	2022.
450000000000000000000000000000000000000	Description of Tasl		Estimated Fee
	er & Contract Administration office, printing)	STATE OF THE PERSON NAMED IN THE PERSON NAMED IN	\$12,875
Construction visit, including	Review - 3 Site Visits with F gexpenses)	Reporting (\$1,125 per	\$3,375
	Total	Costs (Excluding Ta	xes) \$16,250
	nature, I understand that the overned by the attached Sta	-	
Signature		Date	
Position/Title			
I have authourity to	b bind the Corporation.		

To hold the rates/and or fee estimate provided in the attached proposal, this Authourization To Proceed must be signed and returned to R.J. Burnside & Associates Limited within 60 days from the date above.

### **Standard Conditions of Service**

#### Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses including any sub-consultants properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant may assist in coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work. Clients are encouraged to contract directly with other consultants.

#### Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Clients' needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

#### Mediation

All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

#### Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

Except for claims or losses arising from the negligence or wilful misconduct of the Client for which the Client agrees the Consultant shall have no liability, the consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services, save and except with respect to any damages for destruction of property, personal injury and/or death, arising directly as a result of the Consultant's negligent performance of the services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort, and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

#### Hold Harmless

Burnside's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce Burnside's scope of services, the Client hereby agrees to release, hold harmless, defend, and indemnify Burnside from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

#### Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client recognizes that the role of the Consultant in completing field review is to witness construction for general conformity with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractors work - this is the sole responsibility of the Contractor for which the Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor

for which the Consultant has not been on site to witness conformity with the design.

In the event that the Consultant is not engaged for field review services, the Consultant shall not be held liable for any issues arising during the construction period nor will the Consultant be liable for any changes to the design which may be directed by others.

**Governing Law** 

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

#### **Assignment**

Neither party shall assign responsibilities without the written consent of the other.

#### Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of undisputed Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the suspending party's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

#### Ownership of Documents

All drawings, specifications and documents prepared by the Consultant hereunder, for which the Consultant has been fully paid under the terms of this agreement shall be and remain the property of the Client. The Client hereby agrees that all drawings, specifications, and documents prepared by the Consultant shall only be used for their intended purpose and not be reproduced for use on other projects, sites, or locations. The Client agrees to indemnify and hold harmless the Consultant for any claims arising from the unauthorized reuse of drawings, specifications, designs, and documents.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

#### Standard of Care

The consultant will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same area under similar circumstances and conditions.

#### Tax

Any applicable taxes will be added to invoices.

## THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. - 22

## A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MELANCTHON TO APPOINT A DEPUTY FIRE CHIEF FOR THE MULMUR MELANCTHON FIRE DEPARTMENT

**WHEREAS** pursuant to *the Fire Protection and Prevention Act*, 1997, Part II paragraph 6. (6) states "A fire chief may delegate his or her powers or duties under sections 14, 19 and 20 and such other powers and duties as may be prescribed to any firefighter or class of firefighters, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation. 1997, c. 4, s. 6."

**AND WHEREAS** a Deputy Fire Chief means the person appointed by Council to act on behalf of the Fire Chief of the fire department in case of an absence or a vacancy in the office of Fire Chief;

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

**WHEREAS** the Corporation of the Township of Melancthon have enacted By-Law No. 15-1980 to establish a fire department;

**NOW THEREFORE** the Corporation of the Township of Melancthon enacts that Mr. Everhard Olivieri-Munroe be appointed as Deputy Fire Chief of the Mulmur Melancthon Fire Department to serve from the date of the original appointment and shall not be discharged without just cause, after a hearing before Council.

**AND FURTHER** THAT By-Law No. 25-2021 be rescinded and that any by-laws or resolutions not consistent with this by-law are hereby rescinded.

BY-LAW READ A FIRST, SECOND AND A THIRD TIME, AND FINALLY PASSED THIS  $21^{\rm ST}$  DAY OF APRIL, 2022.

MAYOR	CLERK

## THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW No. \_\_\_\_\_ - 2022

## BEING A BY-LAW TO CONSTITUTE AND APPOINT A COMMITTEE OF **ADJUSTMENT**

WHEREAS, Subsection 44 (3) of the Planning Act, R.S.O. 1990, c. P. 13 as amended
provides that Council may by By-law constitute and appoint a Committee of Adjustmen
composed of such persons, not fewer than three, as Council consider desirable.

		By-law constitute and appoint a Committee of Adjustment fewer than three, as Council consider desirable.				
	AND WHEREAS, the Council of the Corporation of the Township of Melancthon considers it desirable to establish a Committee of Adjustment;					
NOW THE as follows:	CREFORE, the Coun	cil of the Corporation of the Township of Melancthon enacts				
1.	A Committee of A	djustment is constituted consisting of the following persons:				
	Mayor:	Darren White				
	Deputy Mayor:	David Besley				
	Councillor:	Margaret Mercer				
	Councillor:	James McLean				
	Councillor:	Bill Neilson				
	who shall hold office until November 14, 2022.					
2.	2. That provisions of this By-law shall come into force and take effect on the passing thereof.					
3.	3. By-law 71-2021 is hereby repealed.					
-		d time this 21 <sup>st</sup> day of April, 2022.  nally passed this 21 <sup>st</sup> day of April, 2022.				
By-law rea	d a third time and fin	larry passed this 21 day of April, 2022.				
MAYOR		CLERK				

# THE CORPORATION OF THE TOWNSHIP OF MELANCTHON BY-LAW NO. -2022

Being a By-law to amend By-law No. 70-2021 passed in open Council on December 9, 2021.

**WHEREAS** the Council of the Corporation of the Township of Melancthon deems it expedient to amend By-law No. 70-2021, a By-law to appoint Municipal Officials from January 1, 2022 until November 14, 2022.

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

That Councillor Bill Neilson be appointed to Southgate Recreation Advisory Board, Shelburne and District Fire Board and the Upper Grand Watershed Committee in the place of Councillor Wayne Hannon who resigned from Council on February 15, 2022.

This By-law shall take effect and c	come into force on the passing thereof.	
By-law read a first and second tim	ne this 21st day of April, 2022.	
By-law read a third time and passo	ed this 21 <sup>st</sup> day of April, 2022.	
MAYOR	CLERK	_

# THE CORPORATION OF THE TOWNSHIP OF MELANCTHON BY-LAW NO. -2022

Being a By-law to amend By-law No. 21-2021 passed in open Council on April 15, 2021.

**WHEREAS** the Council of the Corporation of the Township of Melancthon deems it expedient to amend By-law No. 21-2021, a By-law to appoint a Board of Management for the Horning's Mills Community Hall for the term of Council, ending on November 14, 2022.

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

That Councillor Bill Neilson be appointed as the Council Representative to the Board of Management in the place of Councillor Wayne Hannon who resigned from the Board on February 15, 2022.

This By-law shall take effect and come into force	e on the passing thereof.
By-law read a first and second time this 21st day	y of April, 2022.
By-law read a third time and passed this 21st da	y of April, 2022.
MAYOR	CLERK



The Corporation of

#### THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525 Fax No. - (519) 925-1110 Website: www.melancthontownship.ca Email: info@melancthontownship.ca

#### **MEMORANDUM**

TO:

MAYOR WHITE AND MEMBERS OF COUNCIL

FROM:

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

SUBJECT:

NDCC ASSESSMENT REPORT PREPARED BY DICKINSON AND

HICKS

DATE:

**APRIL 14, 2022** 

Attached is the PowerPoint Presentation, presented by Dickinson and Hicks at the NDCC Meeting held on April 13, 2022, as well as the NDCC Assessment Report that was prepared by Dickinson and Hicks.





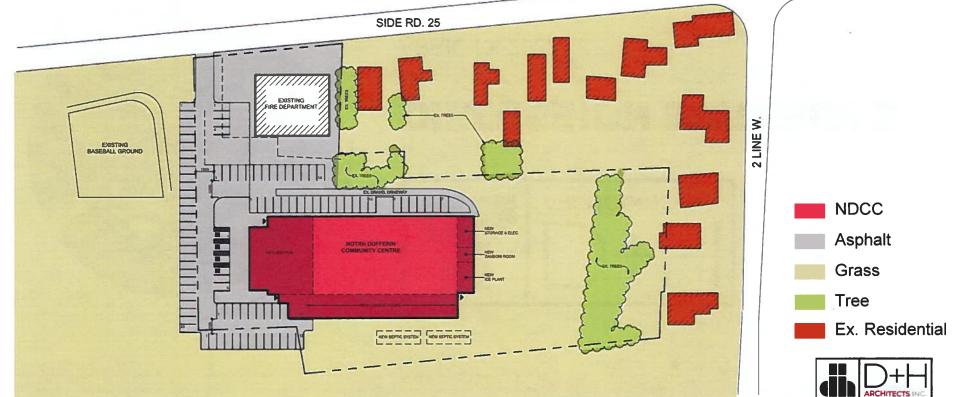
## **DISCUSSION MATERIALS**

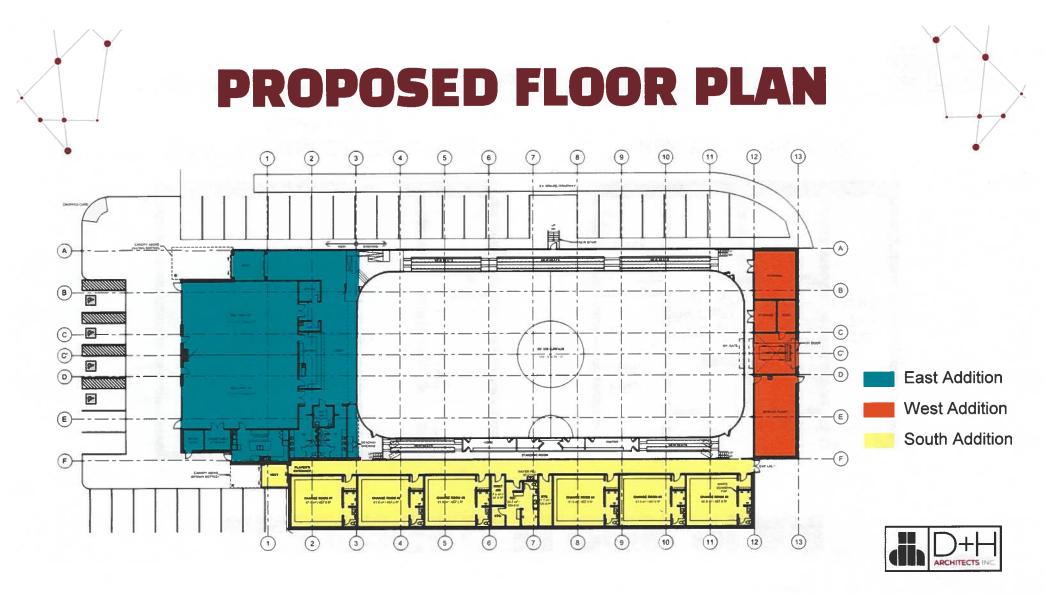
APRIL 13, 2022

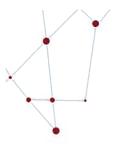


# **PROPOSED SITE PLAN**

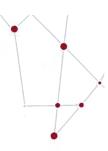


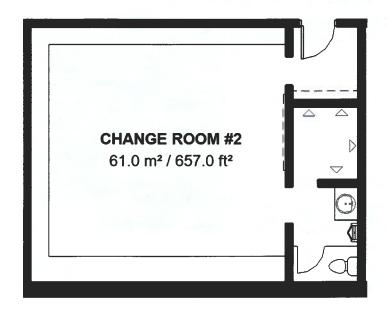




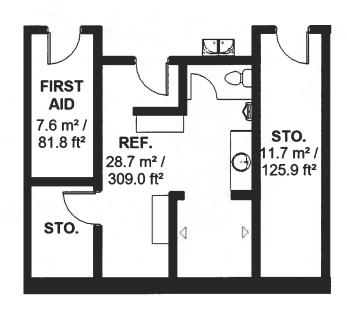


# **ENLARGED FLOOR PLAN**





TYPICAL CHANGE ROOM LAYOUT QUANTITY: 6



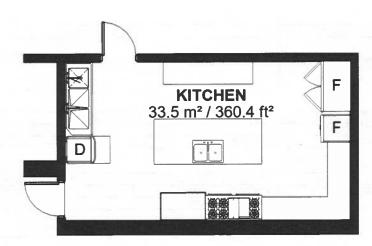
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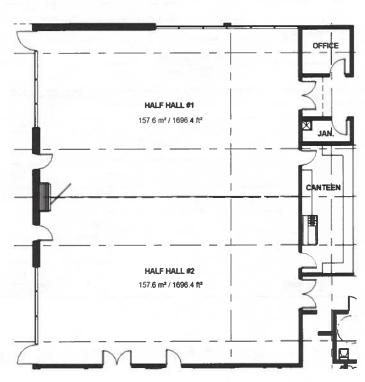


# **ENLARGED FLOOR PLAN**



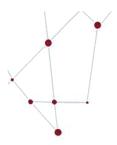


KITCHEN LAYOUT QUANTITY: 1



**COMMUNITY ROOM** 





# **BUDGET PROPOSAL**



\*The following is an estimate for review or discussion purposes only, not to be considered complete

CONSTRUCTION:	DETAILS	Cost
	(M <sup>2</sup> /S.F./AMOUNTS	
A. Demolition and Disposal (1137 m²)	9,412 s.f. x \$20/s.f.	\$188,240.00
Construction - Addition West & South (1294.3 m²)	13,932 s.f. x \$350/s.f.	\$4,876,200.00
Construction – Addition East (179.3 m²)	1,929,99 s.f x \$200/s.f.	\$385,997.00
Ice Plant: CIMCO LEWIS		\$1,000,000.00
Concrete Ice Pad:		\$250,000.00
Renovations: New Viewing Platforms	3,420 s.f. x \$50/s.f.	\$171,000.00
Renovation: New Lighting		\$45,000.00
SUBTOTAL A:		\$6,916,437.00
B. Site Work:		
Parking – Asphalt and Line Striping	100 cars	\$250,000,00
Septic System		\$80,000.00
Fire Pits		\$10,000.00
Concrete Curbs & Sidewalks		\$60,000.00
Landscaping		\$25,000.00
SUBTOTAL B:		\$425,000.00

CONSTRUCTION:	DETAILS	Cost
C. Soft Costs:		
Permits & Applications		\$50,000.00
Consultants		\$700,000.00
Special Consultants		\$50,000.00
Legal and Financial		\$25,000.00
SUBTOTAL C:		\$825,000.00
D. Furnishings & Equipment:		
• 300 chairs		\$30,000.00
30 Tables		\$12,000.00
NFPA Hood		\$46,000.00
Gas Stove		\$7,500.00
Wall Ovens		\$4,500.00
Dishwasher		\$7,500.00
Grease Trap Inceptor		\$2,500.00
Cooler		\$7,500.00
SUBTOTAL D:		\$117,500.00
SUBTOTAL A-D		\$8,283,937.00
Contingency	20%	\$1,656,790.00
	TOTAL ESTIMATE:	\$9,940,727.00
Does not include - New dasher boards and glass, or Sound system and acoustics, portable stage	HST not included	<del></del>





January 24, 2022

#### Attention: **Heather Boston** North Dufferin Community Centre Assessment 706114 County Rd 21 Honeywood, ON

Re: North Dufferin Community Centre Assessment Located At 706114 County Rd 21 Honeywood

## **Table of Contents**

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#### **INTRODUCTION:**

In the fall of 2021, the NDCC Board via treasurer Heather Boston, issued a request for a proposal to complete a building condition assessment and schematic design concept for the North Dufferin Community Centre in the Township of Mulmur. D+H Architects Inc. provided a proposal and was notified of its acceptance in mid-September. An on-site review with the Consultants was scheduled for October 10<sup>th</sup>, 2021. On this date the following consultants visited the site with Heather Boston and James Woods, the arena manager:

- D+H Architects Inc. Mark Hicks, Architect
- Tacoma Engineers Steve Adema, Structural Engineer
- Collins Engineering Group Inc. Craig Waller, Mechanical Consultant
- Mighton Engineering Ed Peters, Electrical Engineer.

The purpose of the on-site review was to assess the condition of the existing facility and determine if renovation/addition was a feasible option.

#### SITE LOCATION

The building is located at 706114 Dufferin Road 21 in the village of Honeywood. The building is situated on the south east corner of the site behind the existing Fire Hall. There is a parking area immediately west of the building. The site also includes a memorial structure, baseball diamond, and outdoor recreational field and play structure, and two barbeque pits. We have been informed the site is approximately 5.3 acres and is bound by residential properties on the east and west sides and agricultural field on the south. The building is served by an existing drilled well on the south east corner of the property and two private septic systems. The sewage systems are located on the north and south sides of the recreational complex. We have been advised that the bed on the north side of the building is shared with the Fire Hall. The tank lids are visible immediately in front of the exit doors on the north and south sides of the building at the west end of the ice pad.

#### **BUILDING DESCRIPTION**

The building is characterized as an existing indoor recreational complex consisting of a 75' x 175' ice pad, 4 heated change rooms, viewing gallery, snack bar area, public washrooms on the main floor, and a multipurpose recreational area with service kitchen, stage and washrooms on the second floor. The second floor is accessible via a single interior stair and exterior exit stair. In addition to the main floor spaces there is a lower-level ice plant, workshop/storage garage for the Zamboni, office area, and storage room at the rear of the building which is not accessible to the public. From a review of the original drawings it would appear that the original building was constructed sometime in the early seventies. It seems that several renovations have taken place in subsequent years such as:

- Removal of interior stair at southwest corner of the building to create a small change room on the main floor and second floor storage room.
- Addition of external exit stair on the south side.
- Expansion to second floor washrooms.
- Addition of storage room and garage on west end of the building and interior access to the ice
  plant.
- Renovations to WC, sink, and shower in the four (4) original change rooms.

The area of the main floor is approximately 2110.2  $m^2$  (22,712 s.f.) while the second-floor area is approximately 353.0  $m^2$  (3,800 s.f.) for a total building area of approximately 2,463  $m^2$  (26,511.7 s.f.).

#### **GENERAL OBSERVATIONS:**

Although alterations have been made to make the main floor of the building barrier-free, the existing building entrances and washrooms would NOT be considered "barrier-free". Similarly, the second-floor

community hall is NOT accessible. Most door widths are insufficient and there are visibility issues throughout that do not meet Ontario Building Code requirements. Additionally, the primary entrances lack barrier-free vestibules now required by OBC.

In addition to the noted observations, condition assessments have also been provided for the existing Structural, Mechanical, and Electrical systems. Further to the Structural Assessment the arena manager advised that the existing header trench is deteriorating and is in need of replacement. The structural erosion of the header trench is damaging the coolant pipes. Similarly, the existing concrete arena floor is failing, further damaging the ice plant. The Mechanical Consultant has separate comments on the mechanical systems including ice plant.

Another issue identified was the condition of viewing stands. These are primarily constructed of wood. A majority of the stands on the south side have been repaired/replaced, however other sections of the seating structure are showing evidence of deterioration.

Exterior doors and frame are not fitted with proper door hardware including some panic hardware, weatherstripping, thresholds, or door closures.

Although most of the areas of the arena have been well maintained, most finishes and materials appear to be reaching the end of their useful life.

#### **DESIGN CONSIDERATIONS:**

The renovations and addition should address the following:

- 1. Barrier-free design of entrances, washrooms, and all public areas, and provision of new universal washroom.
- 2. Improved building performance of all doors, windows, walls, roof, and floor assemblies.
- 3. Energy efficient mechanical and electrical systems:
  - a. upgrading of lighting systems,
  - b. upgrading of mechanical systems including heating and cooling systems, fans, kitchen equipment upgrade to commercial type, and plumbing.
- 4. Multipurpose community space for events up to capacity of 300 persons.
- 5. Appropriately sized change rooms.
- 6. Female change rooms.
- 7. Referees change room and first aid room.
- 8. Storage.
- 9. Fire rated doors between arena and Zamboni garage.
- 10. New ice plant.
- 11. Improved viewing areas
- 12. Barrier-free viewing area.

#### **STRUCTURAL ASSESSMENT:**

See next page for report document provided by Tacoma Engineers.



## STRUCTURAL REPORT North Dufferin Community Centre

Date:

January 11, 2022

No. of Pages: 2 + Encl.

Project:

NDCC – Renovation and Additions

Project No.: TE-39033-21

Address:

706114 County Road 21 (Honeywood)

Client:

D + H Architects Inc.

Distribution:

Mark Hicks D + H Architects Inc.

mhicks@dharchitects.ca

#### **Background**

Tacoma Engineers has been retained by D+H Architects Inc. to provide structural commentary for the proposed addition and renovations to the North Dufferin Community Centre located at 706114 County Road 21 (Honeywood).

The findings from the Expansion / Replacement Study and direction provided to Tacoma identified renovating the existing ice arena and replacing the 2-storey community and changeroom spaces with barrier free single storey spaces as the preferred option.

#### **Comments**

As outlined in the Study:

#### **Building Condition Review**

A Substructure	which is the second will be the first of	Rating
A 10 Foundations	No structural drawings or architectural drawings were available for review, however it is assumed that the building is probably constructed on strip footings. On reviewing the exterior and interior walls there was no indication of there being any shifting or failure. Failing foundations would be evident through cracks on walls, and again there are no signs of any issues. Foundations have an extremely long life expectancy and as such there are no concerns.	В

We agree with this assessment of "Good: functioning as intended".

B 10 Superstructure	The arena superstructure consists of wood beams and visually appears to be in good condition. A close- up review of the beams and fastens could be performed to confirm the observation.	С
------------------------	--	---

We agree with this assessment of "Fair: functioning as intended, minor repairs will be required within the next five years".

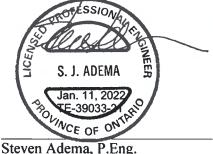


One thing to note specifically is the one endwall that abuts the adjacent 2-storey space. This will require significant reconstruction with the removal of the 2-storey building. If it is decided that the municipality wished to make the arena longer – this is the end of the building to target for that expansion.

It should also be noted that the viewing space and player benches on either side prevent the arena being made wider. If it is decided that a wider playing surface is desired, we would recommend that the entire building be removed, and a new roof structure provided as the structural costs to widen the existing building would far exceed the costs for a new structure.

B Shell		
B 10 Exterior Enclosure		
Exterior Walls	The exterior walls consist of metal siding. The metal siding extends to grade, which subjects the walls to potential physical damage. Some spray insulation has been added to the interior in some locations. There are reports of water infiltration on the south wall, the conditions should be investigated further.	D

We agree with this assessment of "Poor, not functioning as intended. Significant repairs required". However, the removal of the 2-storey space, plus the reconstruction required for the existing end of the arena will address many of these concerns.



Per

Director of Engineering, Principal Tacoma Engineers

Encl. None.



#### **MECHANICAL ASSESSMENT:**

See next page for separate report document and photos provided by Collins Engineering Group Inc.

COLLINS
ENGINEERING GROUP
INCORPORATED
MECHANICAL ENGINEERING

Job:

North Dufferin

To:

D + H Architects Inc.

Location:

Community Centre Honeywood, ON

Attn:

Mark Hicks

Project No: Permit No: 6769

CC:

Date:

January 4, 2022

By:

**Craig Waller** 

Sheet:

1 of 11

#### **INTRODUCTION**

Collins Engineering Group Incorporated (CEG) has been retained by D + H Architects Inc. to complete an Efficiency Review of the existing structure and ice field. On October 21, 2021, Craig Waller from CEG performed a non-invasive site review of the existing building's mechanical system.

#### **SCOPE OF WORK**

A non-destructive inspection of the existing mechanical system was performed from within the building.

The proposed area of work includes the following:

- 1. Review of the existing mechanical systems serving the second floor & main floor viewing area.
- 2. Review of the existing mechanical system serving the ice pad
- 3. Visual review of the existing ice making equipment and mechanical system serving that room.
- 4. Review of the existing mechanical system serving rear storage area

Existing mechanical drawings of the building were not present or provided.

#### **REVIEW EXISTING CONDITIONS**

- 1. Main Floor Viewing Area and Change Rooms
  - a. Currently the space is heated by an oil fired furnace. There does not appear to be air conditioning provided for this unit. The existing unit is nearing its life expectancy, and does not provide the space with any type of ventilation. It does not appear that the unit is equipped with any fire dampers at any fire separations.
  - b. The change rooms and washroom facilities are also fed from the same oil fired furnace. The exhaust system in the washrooms is in need of repair and no ventilation is provided to any of the changerooms.
  - c. The convenience booth has a non-compliant exhaust hood.
- 2. Second Floor Viewing Area
  - a. Currently the space is heated by an oil fired furnace. There does not appear to be air conditioning provided for this unit. The existing unit is nearing its life expectancy, and does not provide the space with any type of ventilation. It does not appear that the unit is equipped with any fire dampers at any fire separations.
  - b. The viewing area has transfer fans between the viewing area and the ice pad. The operation of these units is mostly to provide air transfer; however, the units lack fire separations and permit the transfer of moisture to the upper viewing area. The transfer of moisture is evident from the build up of moisture on the glass.
  - c. There is a serving kitchen located on the second floor that contains residential range/ovens. The exhaust for this type of unit in Assembly occupancy such as this is not compliant with NFPA codes. There are





Job: North Dufferin

North Dufferin To: Community Centre D + H Architects Inc.

Location:

Honeywood, ON

Attn:

Mark Hicks

**Project No:** 

6769

CC: Date:

January 4, 2022

Permit No:

By:

Craig Waller

Sheet: 2 of 11

some instances where the fire department has accepted these, however moving forward with new construction this type of kitchen will require a commercial style kitchen exhaust and Make up air system.

#### 3. Ice Pad

a. The ice pad mechanical consists of 2 dehumidifiers at opposite corners of the building. No heating is provided and no ventilation is provided.

#### 4. Ice Making Equipment

- a. The ice making equipment on site was currently operating, however staff indicated that the system requires repair to the main pump and outdoor unit. Currently the outdoor unit is leaking. The equipment is approximately from the 80's or early 90's, and is approaching the life expectancy of the equipment.
- b. The room is equipped with a refrigeration alarm and a wall mounted exhaust fan. This appears to be in working order, however we can not confirm if the exhaust rate is adequate.
- c. The water heaters have been recently upgraded to propane fired water heaters and are in good working order. The current area seems to be lacking in dedicated combustion air serving the new water heaters; this should be reviewed on site for the current conditions.

#### 5. Rear storage Area

a. The rear storage area is used to store the Ice Cleaning equipment and various other items. Currently the space is heated via a unit heater, however no ventilation or exhaust equipment is located in the space.

#### **BUILDING SERVICES**

**Domestic Water:** The existing water service is served by a well system and appears to provide adequate water to the existing facility. Increasing the number of plumbing fixtures in the building would require additional water flow and potentially a larger water system.

**Sanitary:** The existing septic system appears to service 2 buildings, however size and condition are unknown at this time. Further investigation by a septic system specialist is required for future development of the site.

**Propane:** Currently the site has one large propane tank to serve the rear water heaters and unit heaters. There is no gas located within proximity to the site. The current furnaces are Oil Fired and the tank is located in the front of the building and has recently passed inspection. Further assessment of the Oil tank is beyond the scope of this report.





Job: North Dufferin

North Dufferin To: Community Centre D + H Architects Inc.

Location:

Honeywood, ON

Attn:

**Mark Hicks** 

Project No:

6769

CC: Date:

January 4, 2022

Permit No:

By:

Craig Waller

Sheet:

3 of 11

#### **SUMMARY**

The mechanical systems for the building are at or past the life expectancy of the equipment. Based on the conceptual plan from D+H Architects Inc, it is our recommendation that all new mechanical systems be installed in the building for the following new areas:

- 1.) Common viewing areas new rooftop unit for proposed alteration to the front of the building. Review requirements for convenience booth exhaust.
- 2.) Community Hall new rooftop unit and possibly a new NFPA 96 Hood system for the community kitchen.
- 3.) New Changerooms infloor heating and washroom exhaust/ventilation handled through an ERV (Energy Recovery unit). If air conditioning is required in the space, a ductless split system can be utilized.
- 4.) Ice Pad Equipment new ice making equipment should be considered in any scenario (renovation or new construction) based on the age of the equipment and frequency of issues with the current equipment.

Rooftop units are beneficial to the project since the cost per ton is relatively low while being able to provide tempered ventilation air to the space as well as providing moderate temperature control to specific zones within the building.

It is our recommendation that a new mechanical system is installed in the existing Ice Pad - including new dehumidifiers and ducting for the arena. Potential for spot heating if required. New Ventilation system with CO and NO2 monitoring to ensure proper ventilation requirements are met within the ice pad area.

The new water heaters can be reused in the addition to the existing building, combustion air for the water heaters will need to be considered in the mechanical design.

If you require further assistance or have questions regarding the report, please do not hesitate to contact our office. The following pages represent the condition of the building during our site review.

Regards,

Professional Engineers

Limited Li Name: J. C. WALLER

Craig Waller CET, LEL President

Number: 100173870 Category: MECHANICAL: See Limitation Limitations:

This license is subject to the limitations as detailed on the certificate.

Association of Professional Engineers of Ontario





MECHANICAL ENGINEERING

Job:

**North Dufferin** 

**Community Centre** 

Location:

Honeywood, ON

Attn:

To:

D + H Architects Inc.

**Mark Hicks** 

Project No: Permit No:

6769

CC:

Date:

January 4, 2022

By:

Craig Waller

Sheet:

4 of 11









P: 519.745.9338 E: info@collinseng.ca 300 VICTORIA ST. NORTH KITCHENER, ONTARIO N2H 6R9 **COLLINSENG.CA** 

**Draft Print** 



INCORPORATED

MECHANICAL ENGINEERING

Job:

By:

North Dufferin

**Community Centre** 

Location:

Honeywood, ON

Project No: Permit No: 6769

**Craig Waller** 

To:

D + H Architects Inc.

Attn:

Mark Hicks

CC:

Date:

January 4, 2022

Sheet: 5 of 11









P: 519.745.9338 E: info@collinseng.ca 300 VICTORIA ST. NORTH KITCHENER, ONTARIO N2H 6R9 COLLINSENG.CA



INCORPORATED MECHANICAL ENGINEERING

**North Dufferin** Job:

**Community Centre** 

Location: Honeywood, ON

Project No:

6769

Permit No:

CC:

Date:

To:

Attn:

January 4, 2022

**Mark Hicks** 

D + H Architects Inc.

**Craig Waller** Sheet: 6 of 11 By:









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**COLLINS** 

**ENGINEERING GROUP** 

INCORPORATED

MECHANICAL ENGINEERING

Job:

By:

**North Dufferin** 

**Community Centre** 

Location:

Honeywood, ON

Attn:

To:

D + H Architects Inc.

**Mark Hicks** 

**Project No:** 

6769

CC: Date:

January 4, 2022

Permit No:

**Craig Waller** 

Sheet:

7 of 11









P: 519.745.9338 E: info@collinseng.ca 300 VICTORIA ST. NORTH KITCHENER, ONTARIO N2H 6R9 **COLLINSENG.CA** 

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D + H Architects Inc.

**Mark Hicks** 



**COLLINS**ENGINEERING GROUP

MECHANICAL ENGINEERING

Job: North Dufferin

Project No:

**Community Centre** 

Location: Honeywood, ON

6769 CC:

Permit No: Date: January 4, 2022

By: Craig Waller Sheet: 8 of 11





To:

Attn:









INCORPORATED

MECHANICAL ENGINEERING

Job:

**North Dufferin** 

**Community Centre** 

Location:

Honeywood, ON

To:

D + H Architects Inc.

Attn:

**Mark Hicks** 

**Project No: Permit No:** 

6769

CC:

Date:

January 4, 2022

By:

**Craig Waller** 

Sheet:

9 of 11









P: 519.745.9338 E: info@collinseng.ca 300 VICTORIA ST. NORTH KITCHENER, ONTARIO N2H 6R9 **COLLINSENG.CA** 



COLLINS **ENGINEERING GROUP** 

INCORPORATED

MECHANICAL ENGINEERING

Job:

By:

North Dufferin

**Community Centre** 

Location:

Honeywood, ON

Project No: Permit No:

6769

**Craig Waller** 

To:

D + H Architects Inc.

Attn:

Mark Hicks

CC:

Date:

January 4, 2022

Sheet: 10 of 11





P: 519.745.9338 E: info@collinseng.ca 300 VICTORIA ST. NORTH KITCHENER, ONTARIO N2H 6R9 **COLLINSENG.CA** 

**Draft Print** 2022-01-24 3:09:36 PM



COLLINS **ENGINEERING GROUP** 

INCORPORATED

MECHANICAL ENGINEERING

Job:

**North Dufferin** 

**Community Centre** 

Location:

Honeywood, ON

Attn:

To:

D + H Architects Inc.

**Mark Hicks** 

**Project No:** Permit No:

6769

CC: Date:

January 4, 2022

By:

**Craig Waller** 

Sheet:

11 of 11







P: 519.745.9338 E: info@collinseng.ca **300 VICTORIA ST. NORTH** KITCHENER, ONTARIO N2H 6R9 **COLLINSENG.CA** 

2022-01-24 3:09:36 PM

#### **ELECTRICAL ASSESSMENT:**

See next page for separate report document provided by Mighton Engineering.





300 VICTORIA ST N - 2<sup>nd</sup> Floor KITCHENER, ON N2H 6R9 (519) 745-3703: *PH* (519) 745-5081: *FAX* www.mighton.com

#### **Electrical System Condition Assessment**

TO:

Dickinson & Hicks Architect Inc.

ATTN:

Mark Hicks

DATE:

2021.10.21

FROM:

**Ed Peters** 

PROJECT NAME:

North Dufferin Community Centre SENDER'S REFERENCE NUMBER:

41457

YOUR REFERENCE NUMBER:

NO. PAGES:

3

To Mark Hicks.

Re: Site Visit and Conditions Assessment

#### Limitations

The site visit assessment involved visual inspections of Electrical systems only. Specific equipment maintenance and operation inspections should be performed by qualified trades. Electrical systems include Power distribution to facility equipment and Lighting. Its does not include data continuity, and power loss prevention.

#### Introduction

We visited the site on October 10th, 2021, 10am and did a visual inspection of the entire facility. Existing electrical systems are well maintained and in good working order however much of it is old and out dated. Below are specific comments regarding areas of the electrical system:

#### Fire Alarm and Protection

 The building is equipped with a General Electric Fire Alarm panel that is newer and in good working order. The panel is located in the main lobby and serves the entire building. The Fire Alarm system appears to be up to code with regular annual system inspections being performed.

#### Lighting/Emergency Lighting

- Building lighting with the exception of the exterior building fixtures and one dressing room is
  outdated. Light fixtures are fluorescent T12, T8 and T5 Strip fixtures throughout the main lobby,
  dressing rooms, washrooms, offices and main Arena. Many have cracked or missing shades and
  bulbs show flickering/blackening and signs of ballast deterioration. It is recommended to replace all
  lighting with LED fixtures which will last longer and provide more efficient and more uniform light
  output. Good lighting addresses the satisfaction, well being and safety of the general public.
- The Ice rink has several lighting performances issues. Light levels in many areas of spectator walkways do not comply with current Building Codes standards. Walkway areas behind seating areas are very dark (Figure 1).
- The Ice pad lighting is also very low measuring between 13.3fc and 20fc in some areas (Figure 1 & 2). Sports field/pad lighting levels should be between 40-60 fc. We recommend the levels be



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increased to more the current levels. High illumination levels provide better player safety and spectator experience.



(Figure 1)



(Figure 2)

 Emergency lighting source is incandescent and outdated. Fixtures are past their life expectancy and should be replaced with LED.



(Figure 3)

# MIGHTUNENGING

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### **Electrical Services, Panels and Transfer Switch**

- The facility distribution panels are out of date with the exception of the 600V main disconnect and MCC in the back Mechanical room. Most Panels are Federal Pioneer, Stab-lok (Figure 4) which are discontinued and hard to find replacement breakers for.
- The facility currently has two services provided to the property. The first service is a single phase, 240v service at the front which provides power to the lobby, Ice rink lighting and upstairs Community Centre. The second service is a three phase, 600v service at the back which provides power to the ice rink chiller equipment and back maintenance area. Hydro One only allows one service per property under their current Conditions of Service agreement. Any building alteration that would affect the existing Hydro Service equipment may force Hydro to effectuate these rules. This would mean that the original 600v service at the back of the facility would likely have to be upgraded and rebuilt in order to serve the entire building.



(Figure 4)

### Closing Remarks and Recommendations

Lighting levels are low in many areas and should be addressed as some areas measure below the required levels stipulated in the Ontario Building Code.

The electrical distribution system is in good working order. Many aspects of the system are old and outdated. In the event of any renovation, panels should be replaced with newer equipment.

As Hydro One does not permit two services to a property under typical circumstances they will likely request the front building service be merged with the back one if any serious alterations are done to the building causing Hydro One to be involved. This will most likely result in the rear electrical service having to be upgraded to accommodate the new addition load.



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#### **ARENA NEEDS ASSESSMENT:**

See Needs for the North Dufferin Community Centre provided by Arena Manager.



Honeywood Arena 706114 Country rd 21 519-925-6616 cbouchard@mulmur.ca

Needs for the North Dufferin Community Centre;

Things needed for the arena are in order of importance.

- A new header trench done in concrete, header trench now is cinder blocks on the ground and are sinking and pulling the coolant pipes down over the sharp edge of the concrete flood
- 2) Arena surface lighting either needs bulbs replaced ( see attached doc ) or maybe switched over to LED lights
- 3) A new concrete pad for the ice surface, life expectancy of an arena floor is between 25-50 years all depending on many variables eg.... frost, heaving, and leaks. Which we have a small leak now.
- 4) A new fire proof garage door from Zamboni room to ice surface. As per insurance agent
- 5) Arena surface dasher boards are getting close to the end of their life expectancy.
- 6) North east corner of the stands are needing replaced, starting to get "soft"
- 7) All emergency exit doors and framing need replaced with proper commercial doors and warning buzzer added
- 8) BBQ pits tore apart and redone
- 9) Norduff room electrical needs to upgraded. New updated lighting.
- 10) More and bigger dressing rooms
- 11) Proper referee room with shower and washroom
- 12) Proper girls room (x2) with shower and washroom
- 13) Bigger and better front door vestibules
- 14) Parking lot expanded
- 15) Norduff room stairs redone and lift installed
- 16) Norduff kitchen proper exhaust system installed
- 17) New doors from lobby to arena stands and accessibility installed
- 18) Lobby public washrooms brought up to accessibility standards
- 19) Lobby and dressing room rubber flooring needs replaced, and if doing that redo room drains to proper positioning and proper slope to work properly
- 20) Then the usual small things like painting, small repairs and upgrades I can do myself.



#### **CONCEPT DESCRIPTION:**

Following a review of the existing facility and discussion with Heather Boston, treasurer of NDCC board, it was determined that a one-storey facility would best serve the requirements for the project. Due to the age and condition of the facility and the primary objective of providing an accessible building a second storey requiring an elevator would not be considered. The structural assessment determined that the existing roof structure over the ice pad is in good condition and suitable to remain; however, the east and west components of the building are less desirable. Therefore, it was determined that the arena structure would remain, and the project would consist of four components:

- 1. West addition to consist of community space including multipurpose space, Universal Washroom, public washrooms, combined kitchen and canteen, lobby, Manager's office, storage, and mechanical/electrical rooms.
- 2. South addition consisting of six (6) new Change Rooms, Referee's Room, and First Aid Room.
- 3. East addition to house new ice plant, Zamboni room and workshop, and storage rooms.
- 4. Renovation to existing arena including replacing concrete floor slab, replacing dasher boards, rebuilding viewing stands, new exit doors, and new insulated roof and roof membrane.

#### **EXECUTIVE SUMMARY:**

Architectural: Existing building does not satisfy current accessibility standards. To avoid introduction of an elevator the proposed concept is a one storey addition consisting of all required public and ancillary spaces.

Structural: The basic structure over the rink portion of the building appears to be in reasonable condition. Altering this structure to increase the width of the rink surface would not be feasible. The west end of this structure will need to be removed and replaced to facilitate demolition of the existing two (2) storey section and replacement with new; at which time the wall assembly could be improved for water/humidity control and insulation properties. The south wall could also be improved with the proposed addition along the south side of the building.

Mechanical: The existing mechanical systems, including the ice plant, are at or past the life expectancy of the equipment. Mechanical systems and equipment should be replaced with new energy efficient systems. Ventilation is poor and will be improved with implementation of new mechanical systems proposed, including combustion air for the reused/relocated hot water heaters. Although not addressed in the mechanical section, the existing septic system will need to be reviewed for adequacy and compliance. A new system will be required if the south addition is implemented.

Electrical: The existing building currently includes two main services [two (2) meters] to the property. Any major renovation or addition will require the service on the west end of the building to be removed and a new (single) service implemented. The proposed additions will be serviced by a main service located at the east end of the building. It is estimated that a new single service will be sufficient for the proposed renovation/addition of energy efficient equipment and lighting if implemented. New lighting with improved lighting levels will be proposed over the existing ice surface.

Sincerely.

Mark Hicks, Architect (PARTNER)

**D+H Architects Inc.** M.Arch., OAA

Cc: Consultants

**Enclosed: Preliminary Budget and Concept drawings** 



## PRELIMINARY ESTIMATE ADDITION AND RENOVATION

Project:

North Dufferin Community Centre

Assessment Report

Project No:

21-105

Date:

January 20, 2022

Revision:

April 5, 2022 (Kitchen update)

The following is an estimate for review or discussion purposes only, not to be considered complete.

CONSTRUCTION:	DETAILS (M²/S.F./AMOUNTS	COST
A. Demolition and Disposal (1137 m²)	9,412 s.f. x \$20/s.f.	\$188,240.00
Construction – Addition West & South (1294.3 m²)	13,932 s.f. x \$350/s.f.	\$4,876,200.00
Construction – Addition East (179.3 m²)	1,929.99 s.f x \$200/s.f.	\$385,997.00
Ice Plant: CIMCO LEWIS	L. C.	\$1,000,000.00
Concrete Ice Pad:		\$250,000.00
Renovations: New Viewing Platforms	3,420 s.f. x \$50/s.f.	\$171,000.00
Renovation: New Lighting		\$45,000.00
SUBTOTAL A:		\$6,916,437.00
B. Site Work:  Parking – Asphalt and Line Striping  Septic System  Fire Pits  Concrete Curbs & Sidewalks  Landscaping  SUBTOTAL B:	100 cars	\$250,000.00 \$80,000.00 \$10,000.00 \$60,000.00 \$25,000.00
C. Soft Costs:		Ψ423,000.00
Permits & Applications		\$50,000.00
Consultants		\$700,000.00
Special Consultants		\$50,000.00
Legal and Financial		\$25,000.00
SUBTOTAL C:		\$825,000.00
D. Furnishings & Equipment:		
300 chairs		\$30,000.00
30 Tables		\$12,000.00
NFPA Hood		\$46,000.00
Gas Stove		\$7,500.00
Wall Ovens		\$4,500.00
Dishwasher		\$7,500.00
Grease Trap Inceptor		\$2,500.00
Cooler		\$7,500.00
SUBTOTAL D:		\$117,500.00
SUBTOTAL A-D		\$8,283,937.00
Contingency	20%	\$1,656,790.00
	TOTAL ESTIMATE:	\$9,940,727.00
Does not include - New dasher boards and glass, or Sound system and acoustics, portable stage	HST not included	7.7,

NEW SEPTIC SYSTEM NEW SEPTIC SYSTEM

SITE LEGEND SITE ALL

SITE OFFICIAL

SITE OFFICI

MEE PHENDEPHCE

ACTUAL SITE DETAIL LINES

HYDRO POLE WALL-PACK LIGHT PI LIGHT STANDARD GVERNEAD HYDRO BELL TELEPHONE

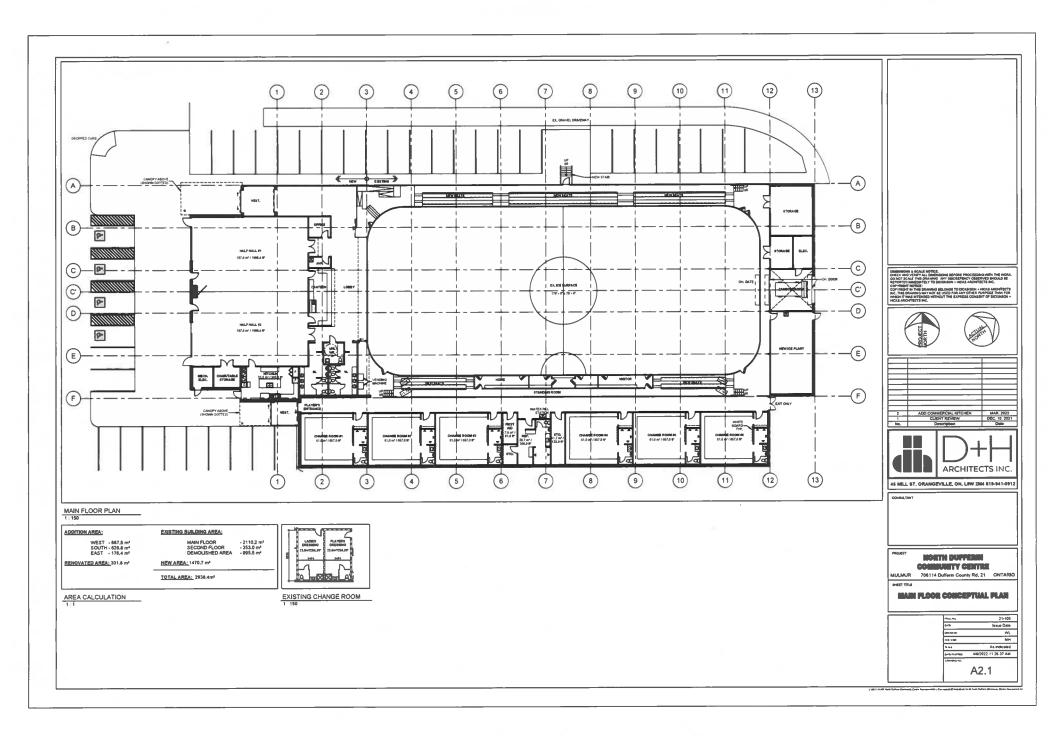
SITE PLAN

EXISTING BASEBALL GROUND

SITE PLAN

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#### REPORT TO COUNCIL

TO: MAYOR WHITE AND MEMBERS OF COUNCIL

DENISE B. HOLMES, AMCT, CAO/CLERK

**SUBJECT: COVID-19 VACCINATION POLICY** 

DATE: APRIL 15, 2022

#### **BACKGROUND**

FROM:

At the meeting of Council held on March 17, 2022, Staff were directed to bring back a Report to Council regarding the COVID-19 Vaccination Policy and whether to keep the Policy in place. The Provincial Government ended proof of vaccination requirements in most public settings on March 1, 2022. As these public health measures continue to be revoked by the Government, individual organizations will continue to have the authority to keep requirements in place.

Staff are in full compliance with the Township's COVID-19 Vaccination Policy, which came into effect on November 4, 2021 requiring all employees to be vaccinated.

#### RECOMMENDATION

Staff recommend that all employees and new hires continue to comply with the Vaccination Policy in order to provide a safe environment for Staff and the Public attending Township Office and to be consistent with employer obligations under the Occupational Health and Safety Act. The Township of Melancthon, as an employer, has an obligation under the Occupational Health and Safety Act, 1990 to take every precaution reasonable in the circumstances for the protection of its workers. This includes protecting workers from hazards posed by infectious diseases like COVID-19.

I attended a CEMC Meeting on April 12, 2022 and Chris Beverage from the Wellington Dufferin Guelph Health Unit was in attendance and he encouraged organizations to keep their Vaccination Policies in place for as long as they can, as we are now in the 6th wave of COVID-19 and cases of COVID-19 continue to grow.

The County of Dufferin, Township of East Garafraxa, Town of Mono, Town of Orangeville and Town of Shelburne continue to leave their vaccine policies in place.

GB#17.3.1

APR 7 1 2022

Council should determine if the Vaccination Policy should apply to Council and/or Boards and Committees if Council wishes to return to in-person meetings in the future.

Respectfully submitted,

Denise B. Holmes, AMCT

CAO/Clerk



# TOWNSHIP OF MELANCTHON POLICY & PROCEDURE MANUAL

SECTION	Health and Safety	APPROVED  BY COUNCIL: November 4, 2021	
SUB-SECTION	Infection Prevention and Control		
SUBJECT	COVID-19 Vaccination		
AUTHORITY	Council		

The Township of Melancthon is committed to providing a safe working environment and taking every precaution reasonable in the circumstances for the protection of our employees, volunteers, contractors, elected officials and members of the public, from the hazard of COVID-19. A key element to help ensure this protection is putting in place a program requiring that employees are Fully Vaccinated (defined below) against COVID-19. The Township of Melancthon has a legal duty under the *Occupational Health and Safety Act* (OHSA), to take every reasonable precaution to protect workplace health and safety, including hazards posed by infectious disease such as COVID-19 and associated variants.

The Township of Melancthon considers vaccinations to be fundamental to the protection of individuals and the community, and to be consistent with the best available public health advice for prevention of the spread of COVID-19 and variants. This policy recognizes that those who are unvaccinated or partially vaccinated pose a significantly increased risk of becoming seriously ill from COVID-19 and also of spreading the SARS-CoV-2 virus to others, with significant impact on human health and service continuity. This policy aims to achieve full vaccination amongst Township employees in alignment with Public Health recommendations and subject to limited exceptions in accordance with the *Human Rights Code* (Ontario).

#### **PURPOSE:**

The purpose of the COVID-19 Vaccination Policy is to provide guidelines pertaining to the expectations and requirements the Township has of employees with respect to COVID-19 and vaccinations.

#### SCOPE:

This policy applies to all Township of Melancthon employees.

All new or rehired Township of Melancthon employees, including returning seasonal and student employees, are required to be Fully Vaccinated against COVID-19 as a condition of being hired or rehired by the Township of Melancthon, subject to limited exceptions in accordance with the *Human Rights Code* (Ontario).

The Township of Melancthon also reserves the right to amend this policy as the Township determines to be appropriate or required.

#### **DEFINITIONS:**

#### **Fully Vaccinated**

An individual is defined as "Fully Vaccinated" once 14 days have passed after receiving their second dose of a two-dose COVID-19 vaccine series or their first dose of a one-dose COVID-19 vaccine series that is approved by Health Canada. This definition may be further broadened to include any additional doses of COVID-19 vaccination recommended by Health Canada.

#### **PROCEDURES:**

#### Responsibilities

All levels of management are responsible for the administration of this Policy.

Managers are expected to:

- lead by example;
- provide proof of their COVID-19 Vaccination status and meet all other requirements outlined in this policy; and,
- ensure employees provide proof of their COVID-19 Vaccination Status, as outlined in this policy; and,
- ensure employees complete any required education or training related to Infection Prevention and Control, COVID-19, vaccinations and safety protocols.
- create and foster a work environment free from harassment and disrespectful behaviour, as outlined in the Township's Harassment and Respectful Workplace Policy.

#### Employees are expected to:

follow all health and safety policies and protocols;

- provide proof of their COVID-19 Vaccination status and meet the requirements outlined in this policy; and
- complete any required education or training related to Infection Prevention and Control, COVID-19, vaccinations and safety protocols.
- foster a work environment free from harassment and disrespectful behaviour, as outlined in the Township's Harassment and Respectful Workplace Policy.

#### **Support for Vaccinations**

The Township of Melancthon supports employees in obtaining their COVID-19 vaccination.

Wherever possible, employees are to schedule vaccination appointments around their work schedule. When not possible and with the permission of their immediate supervisor, Township employees may be released on work time to be vaccinated while on-duty. If an employee cannot work because of vaccine-related side effects, employees are able to access any paid sick days or short term disability benefits available to them by the Township and as outlined in policy or by other government initiatives.

#### **Continued Compliance with all Health and Safety Precautions**

Unless a legislated or regulatory exemption applies, all Township of Melancthon employees, elected officials, volunteers, contractors, and students working on an unpaid placement or internship are expected and required to continue to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established workplace access controls (e.g. screening), wearing a mask or face covering, using provided Personal Protective Equipment (PPE), maintaining appropriate physical distancing and self- monitoring of potential COVID-19 symptoms when at work or otherwise engaged in Township business. The applicable Health and Safety measures are outlined in the Township's COVID-19 Protocols.

#### Confidentiality

The information collected under this policy will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols and infection and prevention control measures in the workplace, in accordance with applicable privacy legislation.

#### **Proof of Vaccination Status**

The Township of Melancthon requires all employees to disclose their COVID-19 vaccination status. This requirement includes any applicable future COVID-19 vaccination(s) as determined by the Health Canada or the Ontario Ministry of Health.

By November 15, 2021, employees who have received one or more doses of an approved COVID-19 vaccine are required to provide proof of vaccination to the Township CAO. The only acceptable proof of vaccination is the COVID-19 Vaccine Dose Administration Receipt or other documentation provided by the Ministry of Health/Public Health, or equivalent out-

of-province health body to the person who was vaccinated.

Individuals can download copies of their vaccination documentation at this link: covid19.ontariohealth.ca.

Individuals who have an outdated (red and white) health card or who do not have a health card issued by the province of Ontario can call 1-833-943-3900.

Employees may also be required to disclose their vaccination status by law or to otherwise give effect to this policy, including, but not limited to, situations where employees are directed to stay home as a result of the daily screening tool in order to comply with the clearance criteria to return to work (e.g. after experiencing symptoms, a COVID-19 exposure, or a travel quarantine exemption).

All new or rehired employees must provide the required proof of vaccination prior to commencing their employment. This policy shall form one of the conditions of employment which new employees accept as part of an offer of employment into such positions.

#### **Request for Medical Exemptions for COVID-19 Vaccination**

If an employee has a medical reason for not being vaccinated now or in the future, it is the individual's responsibility to provide the required medical documentation from a licensed physician or nurse practitioner to the Township CAO that sets out (i) a documented medical reason for not being Fully Vaccinated against COVID-19, and (ii) the effective time-period for the medical reason. Medical exemptions will be considered based on the criteria as set out by the Ministry of Health.

This information is to be submitted to the Township CAO by November 15, 2021. The Township will be notified as to the outcome of their assessment.

The Township will work with the individual to determine whether and how they may be accommodated, as required, in accordance with the *Human Rights Code* (Ontario). Without limitation, such measures may include changes to work assignments, work location, as well as regular rapid antigen testing.

# Request for Exemption under the Ontario Human Rights Code for COVID-19 Vaccination

An employee may submit a written request for exemption under the Ontario Human Rights Code. The request must include an explanation of the ground and/or any supporting

documentation to assist in the determination of exemption. Exemption requests and any related accommodation provisions under the Ontario *Human Rights Code* will be reviewed with the employee in consultation with Human Resources.

This information must be provided to the Township CAO in accordance with the established process by no later than November 15, 2021.

The Township will work with the individual to determine whether and how they may be accommodated, as required, in accordance with the *Human Rights Code* (Ontario). Without limitation, such measures may include changes to work assignments, work location, as well as regular rapid antigen testing.

#### **Rapid Antigen Testing**

Effective Monday, November 22, 2021, employees must participate in regular rapid antigen testing, as determined by the Township, and confirm completion of testing and results to Health and Safety until such time as they are considered Fully Vaccinated, if any of the following apply:

- 1. The individual has not received a complete COVID-19 vaccine series, or it has not been 14 days since their final dose of a complete COVID-19 vaccine series; or
- 2. The individual has not met requirements related to additional dose(s) as may be determined by Health Canada or the Ontario Ministry of Health; or
- 3. The individual has not disclosed their vaccination status as required; or
- 4. The individual has not provided proof of vaccination as required; or
- 5. The individual requires an exemption from the vaccination requirement in accordance with the *Human Rights Code* (Ontario), provided that all necessary documentation is submitted and kept updated to substantiate the exemption.

Testing frequency and timing will be determined based on the employee's onsite work schedule in conjunction with Health and Safety. The cost of this testing will be paid by the Township.

Should an individual test positive on an antigen test, they are required to remain out of the workplace, notify Health and Safety, complete a PCR test and follow the direction of Public Health. Employees may use any available banks to offset the time away from work until they are able to return to the workplace based on Public Health guidance.

The Township of Melancthon otherwise reserves the right to require rapid antigen testing of any employee at any time.

#### **Vaccine Education Requirements**

Every employee who has chosen not to be vaccinated, without an exemption (as noted above), will be required to actively participate in a mandatory vaccine training session(s) outlining:

- How COVID-19 vaccines work;
- Vaccine safety related to the development of the COVID-19 vaccines;
- Benefits of vaccination against COVID-19;
- Risks of not being vaccinated against COVID-19 and
- Possible side effects of COVID-19 vaccination.

The Township will pay the employee their regular hourly rate to attend this training, which may be held outside of the employee's regular working hours.

#### Ongoing Monitoring and Assessment of COVID-19 Workplace Safety Measures

The Township of Melancthon will continue to closely monitor its COVID-19 risk mitigation strategy and the evolving public health information and context, to ensure that it continues to optimally protect the health and safety of employees in the workplace, volunteers, contractors, students working on an unpaid placement or internship, elected officials and the public that they serve. To that end, and in consultation with Wellington-Dufferin-Guelph Public Health (WDGPH) and occupational health and safety resources, the Township will continue to assess other available workplace risk mitigation measures. If it is determined that changes to precautions are necessary and/or appropriate, the Township of Melancthon may decide to remove existing measures and/or deploy new measures (including at an individual level) to protect employees, volunteers, contractors, students working on an unpaid placement or internship, and elected officials and the public from COVID-19, and may amend this policy accordingly and/or communicate the required precautions to impacted employees.

#### **Non-Compliance with Policy**

Employees who fail to comply with this policy (i.e. who refuse to disclose their vaccination status, complete required education or who refuse to undergo rapid antigen testing) will be subject to disciplinary action up to, and including, termination of employment. In addition, knowingly providing falsified documentation will result in disciplinary action up to, and including, termination of employment.

As of December 31, 2021, rapid antigen testing will no longer be conducted for employees

who have chosen not to be vaccinated and who do not have a medical or other *Human Rights Code* exemption.

For greater clarity, if an employee has chosen not to be vaccinated and does not have an exemption (as noted above) as of December 31, 2021, they will be deemed as being non-compliant with the policy and will be placed on a 6-week unpaid suspension until no later than February 11, 2022.

While on an unpaid suspension, an employee may return to work once they are confirmed as being fully vaccinated or having a medical or other *Human Rights Code* exemption.

Effective February 11, 2022, an employee who continues to be non-compliant with the policy will have their employment with the Township end.

#### **Training**

All employees to whom this policy applies will have this policy shared with them on, or as soon as possible following, the effective Date of this policy. All new hires will have the policy shared with them on their first day of employment, or prior to commencement of first day of employment, where possible. Employees will be required to acknowledge that they have read and understood the policy.

Any questions about this policy can be directed to the Township CAO.



The Corporation of

#### THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525 Fax No. - (519) 925-1110

Website: www.melancthontownship.ca *Email:* info@melancthontownship.ca

#### **MEMORANDUM**

TO:

MAYOR WHITE AND MEMBERS OF COUNCIL

FROM:

DENISE B. HOLMES, AMCT, CAO/CLERK

SUBJECT: AMENDMENT TO PROCEDURAL BY-LAW - PETITIONS AND

COMMUNICATIONS

DATE:

**APRIL 19, 2022** 

Further to the meeting held on March 17, 2022, Council reviewed a draft amendment to the Township's Procedural By-law below, and directed that it be sent to the Township's Solicitor for review and comment:

37. Every communication addressed to Council, including a petition designed to be presented to the Council, shall be legibly written or printed, shall not contain any obscene or improper language; and must include the author's full name and current contact information, at a minimum, the author's address, telephone number and email and filed with the Clerk. Once received, the communication shall be published in the Agenda package and form part of the public record. The communication shall be submitted in accordance with Section 16 of the Procedural By-law.

The Township's Solicitor advises that in his opinion the proposed language is helpful and clearly identifies the person who is making statements through communications to the Township/Council. The new section as drafted, still contemplates that Melancthon will be posting these communications. The Solicitor has suggested that Council may want to consider adding provisions similar to the following:

#### **Communications - Public**

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

**Communications - Referral to Committee** 

GB#17.3.3 APR 2 1 2022

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

Therefore Section 37 of Procedural By-law 16-2015, be amended as follows:

#### PETITIONS AND COMMUNICATIONS

#### 37. (a) Communications – Council

Every communication addressed to Council, including a petition designed to be presented to the Council, shall be legibly written or printed, shall not contain any obscene or improper language; and must include the author's full name and current contact information, at a minimum, the author's address, telephone number and email and filed with the Clerk. Once received, the communication shall be published in the Agenda package and form part of the public record. The communication shall be submitted in accordance with Section 16 of the Procedural By-law.

#### (b) Communications - Public

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

#### (c) Communications - Referral to Committee

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

**Staff Recommendation** – That Council approve the amendment, as presented, to Section 37 of the Township's Procedural By-law 16-2015 and directs the Staff to prepare an amending By-law for the next meeting.



#### **STAFF REPORT**

TO:

Council

FROM:

Tracey Atkinson, CAO/Clerk/Planner

Heather Boston, Treasurer

**MEETING DATE:** 

April 6, 2022

SUBJECT:

**NDCC Board of Management** 

#### **PURPOSE:**

The purpose of this report is to present Council with a motion passed by the NDCC Board regarding the 2022 NDCC Budget and resignation of Mulmur's citizen representative, Keith Lowry.

#### **BUDGET ANALYSIS:**

The Township of Mulmur entered into a Joint Recreation Agreement with the Township of Melancthon for the operation and management of the North Dufferin Community Centre in 2017. The joint recreation agreement was amended and approved by each municipality in October, 2021.

As per the agreement, the two municipalities agree to joint operations and management of the NDCC which includes "all land, buildings, improvements, equipment and chattels".

In addition, the NDCC Board is responsible for presenting the annual budget to each Township for approval no later than October 31st.

At their regular meeting on March 14, 2022, the NDCC Board of Management passed the following motion:

-Moved by White, Seconded by Noble, the NDCC Board of Management recommends that the play structure and cenotaph repairs and maintenance be approved and paid by Mulmur Township. Further; the NDCC Budget be adjusted to reflect these changes. AND FURTHER; that this motion be sent to Melancthon and Mulmur Councils for each to approve. Carried.

GB#17.3.4

APR 2 1 2022

Page 1 of 4 18.3.

#### FINANCIAL IMPACTS:

Costs associated with the NDCC parklands include but are not limited to grass cutting, maintenance and operation of the baseball diamond, play structure and cenotaph.

Baseball diamond rentals carry a potential revenue stream. Baseball diamond rates are set in the Township's user fees schedule and would be equal to those at the Mansfield Community Park.

Repairing the cenotaph would cost approximately \$5700. The Township of Mulmur has \$8160 allocated in the 2022 budget for Cemetery-Rehab & Repair. No additional cost to the Township would be incurred in 2022.

The Township budgeted \$50,000 as a transfer to the NDCC Building Reserve in 2022 that can be used for the replacement of the Honeywood play structure.

#### **VACANCY ANALYSIS:**

At the regular Council meeting on February 2, 2022 Council discussed the NDCC Board. Mayor Horner confirmed her willingness to attend NDCC Board meetings as ex-officio to ensure quorum is achieved. Council passed the following motion:

#### Moved by Boxem and Seconded by Clark

THAT Council receive the report of Tracey Atkinson regarding NDCC updates, and that staff be directed to:

- advertise to fill the representative's vacancy for a Mulmur representative to ensure that the Board has sufficient members to maintain quorum;
- monitor the grant application for redevelopment of the NDCC facility and meet with Melancthon staff to discuss changes to the agreement that may be necessary should the Townships be successful on the grant application.

AND THAT Council expresses grave concern with the January motion of Melancthon Council and ask for clarification as to what "full-scale review of our participation in the Agreement" means in light of the work done over the past year to develop a working partnership with Melancthon to move forward in the redevelopment of the NDCC facility.

	Yea	Nay
Councillor Boxem	Υ	
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

On March 30, 2022, Keith Lowry, one of Mulmur's citizen representatives on the NDCC Board of Management, tendered his official resignation. It is noted that the Township of Melancthon currently has two citizen vacancies on the NDCC Board.

Mulmur continues to experience difficulties maintaining citizen representation on the NDCC Board and Advisory Committees. Boards and Committees are experiencing a decrease in attendance, difficulties achieving quorum and the inability to fill vacant positions. The current NDCC Board Composition, as detained in the Agreement is as follows:

The Board shall have eight (8) members, all of whom have voting rights. The Board shall be comprised of one (1) member of Council from each of Mulmur and Melancthon, two (2) community members from each of Mulmur and Melancthon, and two (2) other community members-at-large. The Board shall recommend nominated candidates, drawn from community applicants to the parties. The Board members shall be appointed by both parties by resolution. In the event of a disagreement, each party shall appoint 3 community members of its choice to the Board. Nominated candidates shall serve for a term of which they are appointed. The parties shall also have the power to designate the appointed Council representatives to the Board, and may set their term on the Board, not to exceed the term of the Council on which they sit. The quorum of the Board shall be five (5).

Greater Council representation on the NDCC Board of Management would address the difficulties currently facing the Township in securing and maintaining citizen representation, as well as ensure fiscal accountability for the use of taxpayers dollars.

Citizen representation continues to be a valued contribution to the operation and management of the NDCC Board. Current appointments expire on November 14, 2022 with the current term of Council. Compositional changes would ensure the continued operation of the NDCC Board of Management within election years and maintain quorum while also maintaining a level of citizen involvement from each municipality.

#### **STRATEGIC PLAN ALIGNMENT:**

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

#### **RECOMMENDATION:**

THAT Council receive the report of Tracey Atkinson, CAO/Clerk/Planner and Heather Boston, Treasurer, NDCC Board of Management and motion of the NDCC Board of Management;

AND THAT Council supports the NDCC motion in principle;

AND THAT Council directs staff to make a one-time exception to the Joint Recreation Agreement removing the parklands and cenotaph from the 2022 NDCC Budget;

AND THAT Council request the Joint Recreation Committee reconvene to consider an amendment to the Joint Recreation Agreement to reflect proposed budgetary and compositional changes prior to the 2023 budget deadline of October 31, 2022;

AND THAT Council defer filling the citizen vacancy on the NDCC Board of Management and that the Mayor continue to attend in an ex-officio capacity for the remainder of the term to ensure representation and quorum are achieved;

AND FURTHER THAT a copy of this resolution be forwarded to the Township of Melancthon and NDCC Board of Management.

Respectfully submitted,

Tracey Atkinson

Tracey Atkinson, CAO/Clerk/Planner

<u>Heather Boston</u>

Heather Boston, Treasurer

Schedule A – NDCC Motion Schedule B – Keith Lowry Resignation Letter

#### THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. <u>66</u> - 2021

#### BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A JOINT RECREATION AGREEMENT BETWEEN THE TOWNSHIP OF MELANCTHON & TOWNSHIP OF MULMUR

WHEREAS pursuant to s.202 of the Municipal Act, 2001, two or more municipalities may enter into an agreement to provide for matters which are necessary or desirable to facilitate the establishment and operation of a joint municipal service board;

AND WHEREAS the municipal councils of the Township of Melancthon and the Corporation of the Township of Mulmur desire to establish joint recreation services for the mutual benefit of their residences and ratepayers at the North Dufferin Community Centre;

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

- 1. That the Mayor and Clerk are hereby authorized to execute a Joint Recreation Agreement, which is attached as "Schedule A" hereto and forms part of this By-law.
- 2. This By-law shall come into force and take effect immediately upon the final passing of same.
- 3. That By-law 45-2017 is hereby repealed upon the execution of "Schedule A" by both the Township of Melancthon and Corporation of the Township of Mulmur.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 4th day of November, 202

DARREN WHITE, MAYOR

DENISE HOLMES, CLERK

GB 174.2 MAR 0 3 2022

9B#16.2.3

FEB 1 7 2027

# AGREEMENT AS OF November 4, 2021

#### BETWEEN:

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

-and-

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

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

- 1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.
- 2. Mulmur Township shall continue to be the sole owner of the NDCC.
- 3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act*, 2001, SO 2001, c 25, and any applicable regulations, as amended from time to time.
- 4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act*, 2001. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act*, 2001, and those given by this Agreement.
- 5. The Board shall have eight (8) members, all of whom have voting rights. The Board shall be comprised of one (1) member of Council from each of Mulmur and Melancthon, two (2) community members from each of Mulmur and Melancthon, and two (2) other community members-at-large. The Board shall recommend nominated candidates, drawn from community applicants to the parties. The Board members shall be appointed by both parties by resolution. In the event of a disagreement, each party shall appoint 3 community members of its choice to the Board. Nominated candidates shall serve for a term of which they are appointed. The parties shall also have the power to designate the appointed Council representatives to the Board, and may set their term on the Board, not to exceed the term of the Council on which they sit. The quorum of the Board shall be five (5).
- 6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.
- 7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.
- 8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties
- 9. The Board shall operate under the Township of Mulmur's policies and procedures.
- 10. Insurance shall be provided through Mulmur's insurance provider, and the cost will be billed to the Board.
- 11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.

- 12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.
- 13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the followings year's budget over and above a \$40,000 operating reserve maintained for cash flow purposes.
- 14. Each Township shall contribute \$20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.
- 15. Commencing 2018, levies shall be paid on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup> of each year.
- 16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.
- 17. The Township of Mulmur shall have responsibility and authority, over the human resources and staffing.
- 18. Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required to be approved by each Township.
- 19. The Board may recommend annual user fee charges to be approved by each Township.
- 20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.
- 21. The Budget shall be submitted annually to each Township for approval no later than October 31st. The parties shall have the right to amend the Budget by mutual agreement prior to approval.
- 22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.
- 23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.
- 24. Regardless of the source and extent of funding, the Board must recommend to each Township, for approval, any capital improvements not already approved in the budget.
- 25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.
- 26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:

Mulmur 50% Melancthon 50%

27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

a. The Board shall maintain its own separate bank account.

b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).

c. The Board's accounts shall be audited annually by the Municipal auditor or more

frequently as may be required.

. . . . .

- d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
- 28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31<sup>st</sup> of December of the next calendar year.
- 29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.
- 30. This Agreement is personal to the parties and may not be assigned.
- 31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
- 32. All previous agreements signed are hereby null and void.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWNSHIP OF MULMUR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MELÂNCTHON

MAYOR

CLERK