



## **TOWNSHIP OF MELANCTHON ELECTRONIC MEETING THURSDAY, OCTOBER 6, 2022 - 5:00 P.M.**

***Council meetings are recorded and will be available on the Township website under Quick Links – Council Agendas and Minutes within 5 business days of the Council meeting.***

Join Zoom Meeting

<https://us02web.zoom.us/j/89167508034?pwd=ZGZOM1JaYXlpRGd4R3NzdDlkQmZOUT09>

Meeting ID: 891 6750 8034

Passcode: 225945

One tap mobile

+16475580588,,89167508034#,,,,\*225945# Canada

+17789072071,,89167508034#,,,,\*225945# Canada

Dial by your location

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 780 666 0144 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

Meeting ID: 891 6750 8034

Passcode: 225945

### **AGENDA**

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

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

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

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

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

#### **3. Announcements**

#### **4. Additions/Deletions/Approval of Agenda**

- 5. Declaration of Pecuniary Interest and the General Nature Thereof**
- 6. Approval of Draft Minutes – September 15, 2022**
- 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. Correspondence for Information Purposes**
    1. Copy of the letter that Mayor White sent to Mr. Tripp and Ms. Serbin in response to their email of questions submitted on May 26, 2022
  - 2. Question(s) from the Public**
    1. Email from Mr. Tripp and Ms. Serbin in response to the letter from Mayor White
- 10. Public Works**
  1. Accounts
  2. Road Counter Information for Main Street Horning's Mills Speed Comparison of Pedzones before and after installation
  3. Other
  4. Unfinished
    1. Report from Denise B. Holmes, CAO/Clerk, Recommendation from Roads Sub-Committee Onsite Meeting – September 8, 2022
- 11. Planning**
  1. Applications to Permit
  2. Other
- 12. Strategic Plan**
- 13. Climate Change Initiatives**
- 14. Police Services Board**
- 15. Committee/Board Reports & Recommendations**
- 16. Correspondence**

**Board, Committee & Working Group Minutes**

1. NDCC – July 7, 2022
2. Township of Melancthon Environmental Sustainability Committee – August 25, 2022
3. Township of Southgate Recreation Advisory Committee – September 15, 2022
4. Township of Melancthon Heritage Advisory Committee – May 11, 2022
5. Township of Melancthon Heritage Advisory Committee – June 1, 2022
6. GRCA Summary of General Membership September 23, 2022
7. NVCA September 2022 Board Meeting Highlights

**Items for Information Purposes**

1. CDRC 2022 Budget
2. New Requirements under the Conservation Authorities Act
3. Dufferin County Council Resolution – Draven Alert

4. Dufferin County Council Resolution – Land Acknowledgements
5. Town of Shelburne Application for ZBA (Temporary use)
6. NEC Notice of Decision – Installation of Fiber Optic – EH!tel
7. Town of Orangeville Towing By-law
8. NVCA Media Release – Historic Fort Willow Conservation Area comes to life on October 1
9. Grand Valley Support Resolution
10. Grand River Conservation Authority Progress Report #2 – O. Reg 687/21
11. Grey Highlands Resolution regarding Increased Speeding Fines

**17. General Business**

1. Accounts
2. Notice of Intent to Pass By-law
  1. By-law to Authorize Canine Control Services
  2. By-law to Appoint to December 31, 2022 the Horning's Mills Hall Board
3. New/Other Business/Additions
4. Unfinished Business
  1. Township Diversity Policy

**18. Delegations**

1. 5:45 p.m. – Warren Howard, Vice-President of Wind Concerns Ontario – regarding the letter that Jane Wilson, President of WCO sent to the Minister of Energy regarding the Proposed IESO Contract with TransAlta (on the invitation from Council)

**19. Closed Session**

1. Approval of Draft Minutes – August 11, 2022
2. Business Arising from Minutes
3. Litigation or potential litigation, including matters before administrative tribunal, affecting the local board – Notice of Trial - McGill and Melancthon Township – Update from Township Solicitor
4. Personal matters about an identifiable individual, including municipal or local board employees – Property Standards Complaint - 477399 3<sup>rd</sup> Line
5. 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, October 20, 2022 – 5:00 p.m.**

**24. On Sites**

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



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

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

August 29, 2022

Robin Tripp  
Brenda Serbin

Dear Mr. Tripp and Ms. Serbin:

**Re: Written answers to questions submitted by email on  
May 26, 2022**

Below you will find the answers to the five questions you submitted to Council via email on May 26, 2022.

**Q1. What gave the township the right to publish our personal bill information on the public Township agenda on February 17, 2022?**

Billing information with regards to planning matters submitted to the Township by the Township Planner are public documents. Applications for Zoning By-law Amendments, Official Plan Amendments, etc., are also fully public documents. The assessment roll containing the names and addresses of property owners of any piece of property in the Municipality is also a public document. Any resident can attend the office and ask to see copies of any of these applications or bills submitted by the Township Planner. Under various pieces of legislation, including the Municipal Act, MFIPPA, etc., municipalities are directed to be as open and transparent as possible. Only very specific documents that meet very narrow parameters are private and not able to be made public.

PQP # 9.1.1

OCT 06 2022



**Q2. Why was Mrs. Mercer refused on February 17, 2022 to discuss our personal situation in closed session when it included personal comments about the planner and us?**

To answer question two, I refer you back to the body of my answer of question one. Additionally, Councillor Mercer requested that the documents in question be added to a public agenda. Councillor Mercer on a number of occasions indicated that she was working with you on your behalf in order to address this matter. After it was explained to her that they did not meet the test of being held in Closed session she continued to add it to public agendas for at least two additional meetings only removing it from the Agenda after not having spoken to you to get further direction. As a result of the request to discuss this in Closed Session, I went to great lengths in a very long series of emails back and forth between you and I, which were copied to all Council members and the CAO, during which I detailed the rules around Closed Session meetings, section by section, while giving examples of why certain sections did not cover the materials in question. Additionally, I forwarded to you copies of Section 239 of the Municipal Act, as well as rules and guidelines direct from the Ombudsman's official website in an attempt to explain why this wasn't Closed Session material. This attempt to explain the rules took place in a series of emails that was approximately 40 emails long and included instances where I was ridiculed by a Member of Council and insulted repeatedly by yourself. Still, I tried in good faith to explain the rules.

**Q3. What governance gave Mayor White/council the legal right to independently pass on the townships legal bill \$25,458.91 from the LPAT process?**

Various Sections of the Municipal Act empower the municipalities to set Tariff of Fee By-laws, to collect fees for services, to collect fees, charges and taxes levied, etc. Section 12 of the Municipal Act directly empowers municipalities to levy fees and other charges. Sections of the Rules of Practice and Procedure for the OLT speak to costs as well. There is no section of the rules that precludes a municipality from seeking to recover its costs as a result of a hearing or an appeal. Rule 23, Sections 1-11 detail the procedures around claims made for costs. Various sections of the Planning Act also speak to the levying of fees with respect to a planning application or other planning processes including appeals. Section 69 and various subsections speak to this. The proper avenue for you to dispute the fees and seek they be set aside would have been for you to make an application in accordance with Section 23 or the aforementioned Rules of Policy and Procedure to the LPAT/OLT. You withdrew your Appeal immediately preceding the Hearing and, as a result, didn't give yourself an opportunity to seek an order quashing those fees. Additionally, our application for a Zoning By-law Amendment has language in it that speaks clearly to fees for the application and subsequent actions taken as a result of the application including LPAT/OLT appeals. That section says specifically;

"Enclosed herewith is a cheque payable to the Township of Melancthon in the amount of \$1500.00 for the Township's fee and required deposit towards the cost of processing this application. It is hereby agreed that pursuant to By-law No. 8-2007 the applicant shall bear all of the cost of the application, including internal review, administrative

services, costs of circulation, holding public meetings, in-house and external professional services, independent professional peer reviews, studies, plans and such other expenditures as are incurred by the municipality in order to properly administer, process and evaluate the application, appeal proceedings to the Local Planning Appeal Tribunal (LPAT) and Court action". The submitted application clearly indicating the above on page 1, second paragraph was signed and received before a Commissioner of Oath by both Robin Tripp and Brenda Serbin.

**Q4. What gave Mayor White the right to use derogatory comments about us calling us entitled city people during a public Township meeting?**

As I am unsure which meeting you are referring to, if you could please direct me to the date of the meeting in question I would be more than happy to look back at my meeting notes and to provide information accordingly.

**Q5. What gave Mayor White the right to tell us that if we were to pay for two loads of gravel we could get our permanent zoning passed?**

The suggestion in question five simply never happened it doesn't even make any logical sense, as there is no benefit to the Township to have you pay for two loads of gravel and then in exchange give you a permanent zoning. It simply doesn't make any logical sense. During a lengthy phone call made to me by yourself, I was giving you an example of the reasons sometimes Temporary Zoning By-laws are used as opposed to permanent Zoning By-laws. As an example of the benefits of a TZB, I stated that near the end of a TZB time period, if it has been determined that the traffic load as a result of your business was higher than we had expected, or more dense than you had suggested in your original application, then potentially a requirement in order to move to a permanent zoning you may be required to pay for some additional road improvements to handle the additional traffic. Some examples I gave could be anything from a number of loads of gravel, to ditching or culvert replacement, to even paving in some instances.

Yours truly,

A handwritten signature in black ink, appearing to be 'D. White', with a long horizontal stroke extending to the right.

Darren White  
Mayor

## Denise Holmes

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**From:** Darren White  
**Sent:** Thursday, September 29, 2022 4:19 PM  
**To:** Denise Holmes  
**Subject:** Fwd: Mayor White Response Letter to Questions submitted on May 26, 2022  
**Attachments:** image001.jpg; Mayor White Response to R. Tripp and B. Serbin Questions of May 26, 2022.pdf

Please add to the agenda.

Sent from my iPhone

Darren White

Mayor  
Township of Melancthon  
Past Warden  
County of Dufferin

519 278 8234 cell  
519 925 5525 office  
dwhite@melancthontownship.ca

Begin forwarded message:

**From:** Tripp Fields [REDACTED]  
**Date:** September 29, 2022 at 2:44:16 PM EDT  
**To:** Tripp Fields [REDACTED]  
**Cc:** Margaret Mercer <mmerc@melancthontownship.ca>, Bill Neilson <bneilson@melancthontownship.ca>, James McLean <jmclea@melancthontownship.ca>, David Besley <dbesley@melancthontownship.ca>, Darren White <dwhite@melancthontownship.ca>  
**Subject:** Re: Mayor White Response Letter to Questions submitted on May 26, 2022

After requesting a written response to our questions for 7 months we are pleased to receive a written response.

We don't want to jump to any conclusions, are we to believe that all council members agree with the explanations provided to us by Mayor White in the attached letter.

Unless give any further information we will forward this letter as one with full council agreement - thus, representative of the Township of Melancthon council judgement.

Thanks Robin and Brenda

On Sep 24, 2022, at 18:35, Tripp Fields [REDACTED] wrote:

List questions that average resident would have

Begin forwarded message:

**From:** Denise Holmes <dholmes@melancthontownship.ca>  
**Date:** September 22, 2022 at 06:44:45 AKDT  
**To:** Robin Tripp [REDACTED]  
**Subject:** Mayor White Response Letter to Questions submitted on May 26, 2022

Good morning,

Please find attached, a letter from Mayor White responding to your questions submitted to Council on May 26, 2022.

Thank you.

Regards,  
Denise Holmes

Denise B. Holmes, AMCT | Chief Administrative  
Officer/Clerk | Township of Melancthon |  
[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca) | PH: 519-925-5525 ext  
101 | FX: 519-925-1110 | [www.melancthontownship.ca](http://www.melancthontownship.ca)  
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Main Street Horning's Mills - Speed Comparison Before and After the Pedzones were Installed

BEFORE PEDZONES WERE INSTALLED IN THE VILLAGE																
Description: 221 Main Street Horning's Mills																
Start Date/Time:30-04-2022 00:00																
End Date/Time:09-05-2022 23:59																
	40 KPH	45 KPH	50 KPH	55 KPH	60 KPH	65 KPH	70 KPH	75 KPH	80 KPH	85 KPH	90 KPH	95 KPH	100 KPH	120 KPH	> 120 KPH	All Speed
Saturday, April 30, 2022	92	90	113	95	64	36	5	3	2	0	0	0	0	0	0	500
Sunday, May 1, 2022	74	60	91	47	47	12	11	1	0	0	0	0	0	0	0	343
Monday, May 2, 2022	83	86	85	74	49	22	9	1	0	0	0	0	0	0	1	410
Tuesday, May 3, 2022	43	61	90	89	44	24	7	5	1	0	0	0	0	0	0	364
Wednesday, May 4, 2022	70	67	94	90	55	23	9	1	0	0	0	0	0	0	0	409
Thursday, May 5, 2022	45	93	95	97	56	20	15	2	2	0	0	0	0	0	1	426
Friday, May 6, 2022	78	72	115	97	62	42	16	6	0	0	0	0	0	0	0	488
Saturday, May 7, 2022	66	79	105	108	65	34	13	5	2	1	1	1	1	0	1	481
Sunday, May 8, 2022	52	78	88	111	80	18	11	7	4	0	1	0	0	0	0	450
Monday, May 9, 2022	14	12	20	20	14	4	3	0	0	0	0	0	0	0	0	87
<b>TOTAL</b>	<b>617</b>	<b>698</b>	<b>896</b>	<b>828</b>	<b>536</b>	<b>235</b>	<b>99</b>	<b>31</b>	<b>11</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3958</b>
<b>PERCENTAGE</b>	<b>15.59%</b>	<b>17.64%</b>	<b>22.64%</b>	<b>20.92%</b>	<b>13.54%</b>	<b>5.94%</b>	<b>2.50%</b>	<b>0.78%</b>	<b>0.28%</b>	<b>0.03%</b>	<b>0.05%</b>	<b>0.03%</b>	<b>0.00%</b>	<b>0.03%</b>	<b>0.05%</b>	<b>100%</b>
AFTER PEDZONES WERE INSTALLED IN THE VILLAGE																
Main Street, Horning's Mills																
Start Date/Time:13-08-2022 00:00																
End Date/Time:22-08-2022 08:59																
	40 KPH	45 KPH	50 KPH	55 KPH	60 KPH	65 KPH	70 KPH	75 KPH	80 KPH	85 KPH	90 KPH	95 KPH	100 KPH	120 KPH	> 120 KPH	All Speed
Saturday, August 13, 2022	142	110	83	48	17	7	3	2	4	1	1	0	0	0	0	418
Sunday, August 14, 2022	170	143	66	33	15	4	0	1	0	0	0	0	0	0	0	432
Monday, August 15, 2022	145	118	70	24	16	0	1	0	0	0	0	0	0	0	0	374
Tuesday, August 16, 2022	126	144	81	31	21	5	2	0	2	0	0	0	0	0	0	412
Wednesday, August 17, 2022	146	125	67	37	14	8	1	0	0	0	0	0	0	0	0	398
Thursday, August 18, 2022	138	136	78	27	11	3	1	2	0	0	0	0	0	0	0	396
Friday, August 19, 2022	132	125	95	50	23	6	2	1	0	0	0	0	0	0	0	434
Saturday, August 20, 2022	170	150	84	42	27	5	3	5	2	0	0	0	0	0	0	488
Sunday, August 21, 2022	135	94	39	24	10	3	2	0	0	0	0	0	0	0	0	307
Monday, August 22, 2022	11	19	7	1	0	2	1	1	0	0	0	0	0	0	0	42
<b>Total</b>	<b>1315</b>	<b>1164</b>	<b>670</b>	<b>317</b>	<b>154</b>	<b>43</b>	<b>16</b>	<b>12</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3701</b>
<b>Percentage</b>	<b>35.53%</b>	<b>31.45%</b>	<b>18.10%</b>	<b>8.57%</b>	<b>4.16%</b>	<b>1.16%</b>	<b>0.43%</b>	<b>0.32%</b>	<b>0.22%</b>	<b>0.03%</b>	<b>0.03%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100%</b>

PW # 10.2  
OCT 11 6 2022



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

*157101 Highway 10, Melancthon, Ontario, L9V 2E6*

**MEMORANDUM TO COUNCIL**

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

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

**SUBJECT: RECOMMENDATION FROM ROADS SUB-COMMITTEE  
ONSITE MEETING – SEPTEMBER 8, 2022**

**MEETING DATE: OCTOBER 6, 2022**

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At the last meeting of Council held on September 15, 2022, Council reviewed two recommendations from the Roads Sub-Committee Onsite held on September 8, 2022.

The recommendation from On-Site Item 1 was a two-part recommendation and the second part of the recommendation, which is highlighted on the attachment, was not dealt with, and therefore has been placed back on this Agenda for a decision.

*PW # 10.4.1*  
OCT 06 2022



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

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## **CORPORATION OF THE TOWNSHIP OF MELANCTHON**

### **MEMORANDUM**

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

**FROM: KAITLIN CHESSELL, SECRETARY ROADS SUB-COMMITTEE**

**SUBJECT: RECOMMENDATION FROM ROADS SUB-COMMITTEE ON-SITE MEETING SEPTEMBER 8, 2022**

**DATE: SEPTEMBER 9, 2022**

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#### **On-Site Item 1:**

The Roads Sub-Committee attended the roadside at 117103 2<sup>nd</sup> Line SW to meeting with Amanda Sexton, Representative for Enbridge Gas. Enbridge has installed concrete bollards in the Township Road Allowance to protect an emergency shut off for the gas lines across the road. The concrete bollards are a liability to the Township as they are less than five feet off the road, and someone could easily hit them. Enbridge advised us that these were installed because the owner of the property whose entrance is right next to the valve keeps hitting it and they could not come up with a resolution with the property owner. We discussed the possibility of them paving a small patch off the roadside and around the shut off valve to make it flush with the asphalt and then the valve wouldn't be able to be hit. Enbridge has sent over an email with a few photos which I have attached with there proposal for the asphalt patch.

#### **Recommendation:**

The Roads Sub-Committee recommends to Council that we accept Enbridge Gas's proposal to install an asphalt pad around the emergency gas shut off at 117103 2<sup>nd</sup> Line SW per there specifications and remove the concrete bollards.

*AW #1*

SEP 15 2022

The Roads Sub-Committee recommends to Council that we send a letter to the owner of 117103 2<sup>nd</sup> Line SW in regard to damaging the emergency gas shut off that Enbridge has placed in the Township Road Allowance to the south of his entrance.

**On-Site Item 3:**

The Roads Sub-Committee attended Mill Lane to look at a culvert as Eh!tel would like to run a fiber line over the culvert to give internet access to 153 Mill Lane. The CEO has sent over an agreement that we need to sign that states that Eh!tel will bear all costs that are required to relocate or expose the fiber duct in the case of Melancthon needing to complete work on the Culvert. Eh!tel has also confirmed that they register all fiber lines with Ontario One Call so that when we request locates for road work we will be able to see Eh!tel's fiber lines. A copy of the agreement is attached.

**Recommendation:**

The Roads Sub-Committee recommends to Council that we sign the agreement from Eh!tel and allow them to run their fiber lines across the culvert on Mill Lane to give access to 153 Mill Lane.



**APPLICATIONS TO PERMIT FOR APPROVAL  
Oct 6, 2022 COUNCIL MEETING**

<b>PROPERTY OWNER</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE OF BUILDING</b>	<b>TYPE OF STRUCTURE</b>	<b>USE OF BUILDING</b>	<b>DOLLAR VALUE</b>	<b>D.C.'s</b>	<b>COMMENTS</b>
Reuben Bauman Applicant: Simon Martin - Mar-Bros Construction	783101 County Road 9 Part Lot 32, Con 3 NE	10,000 sq ft (929 m2)	Horse & Sheep Barn	barn and buddy shed	\$250,000	NO	in process
Andrea Hutchinson Applicant: Michael Hofman	116203 2nd Line SW Part Lot 299, Con 2 SW	1399 sq ft (130 m2)	porch, carport, 3 season sunroom	additions	\$100,000	NO	in process
Armagh Field Ltd - Vern Dynes Applicant: Dan Bernhard	705357 County Road 21 West Pt Lot 26, Con 2 OS	3500 sq ft (325.16 m2)	Dry Storage	Storage	\$250,000	YES	in process
Mapleton Mfg - Henry Martin Applicant: Aaron Bauman	097437 4th Line SW Pt Lot 269 & 270, Con 4 SW Pt 3	1832 sq ft (170.23 m2)	Single Family Dwelling	dwelling	\$400,000	YES	in process
Mason Wallace	197333 2nd Line NE Part Lot 10, Con 3 NE Pt 3	3000 sq ft (278.7 m2)	Implement Storage	Storage	unknown	NO	in process

Plan #11.1  
OCT 06 2022



**NORTH DUFFERIN COMMUNITY CENTRE  
BOARD OF MANAGEMENT  
MINUTES  
THURSDAY, JULY 7, 2022 – 7:00 P.M.**



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

**Those present:**

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

**Regrets:**

Debbie Fawcett, Melancthon  
Mandy Little, Mulmur  
Doug Read, Melancthon

**#1 Chair Call Meeting to Order**

Meeting Called to Order at 7:01 p.m.

**#2 Land Acknowledgement Statement**

The Land Acknowledgement Statement was read by Chair Clark.

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

-Moved by Timmins, Seconded by White that the Agenda be approved as amended.  
Carried.

ADD: General Business 9.1.7 – Grant Update

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

None.

## **#5 Delegation**

None.

## **#6 Approval of Draft Minutes – April 13, 2022**

-Moved by Horner, Seconded by Noble, that the minutes of the North Dufferin Community Centre Board of Management held on April 13, 2022 be approved as circulated. Carried.

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

None.

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

Curtis reports that Core Mechanical will be starting July 8, 2022 on the brine pump. There was a buck and doe and the Strawberry Supper held at the Arena and both functions went well. A letter on the front of the building is broke, Curtis will order a new letter, paint and install. Some grass is starting to grow on the ball diamond so that will be sprayed and minor cleanups around the Arena will be done.

## **#9 General Business**

1. Financial
  1. Accounts Payable ending May 3, 2022, ending May 31, 2022 and ending June 30, 2022

-Moved by White, Seconded by Timmins the accounts in the amount of \$28,480.24 be received as presented. Carried.

2. A/R update
3. YTD vs. Budget comparison

Discussion on oil and that it is over budget due to the cost increase of fuels. Building Maintenance seems high and Heather will report back with the reasons.

4. Year Ended December 31, 2021, North Dufferin Community Centre Financial Statements

Heather discussed the financial statements and some differences. Deficit is due to COVID costs, staffing costs and less revenues.

-Moved by White, Seconded by Noble that the Financial Information of North Dufferin Community Centre And Compilation Engagement Report thereon Year Ended December 31, 2021 be approved as presented. Carried.

5. Report from Heather Boston regarding Schedule of Fees+

Discussed the schedule of fees and that all rental numbers are now rounded off to include tax. This will make collection at the time of the rental easier and not looking to make change. Board Members are requested to come to the next meeting with thoughts on party packages or lower rates to bring more users to the facility and increase revenue.

-Moved by Noble, Seconded by Timmins that the Schedule of Fees be accepted and approved as presented. Carried.

6. Report from Heather Boston regarding Booth Management

Discussion on staff running the booth and it was decided that the risk and liability was too great at this time.

-Moved by Timmins, Seconded by Horner that the NDCC Board of Management receive the report of Heather Boston, Booth Management;  
AND THAT; an RFP be issued with a minimum bid of \$500 per month and the bids be reviewed by the Board.  
AND THAT; the vending machine for chips, chocolates and pop be installed at the Arena Carried.

2. Unfinished Business  
1. Strawberry Supper Update

Report from Janet Horner was read and is attached to these minutes. Board directed Donna to contact Honeywood Minor Hockey and invite the President and Vice-President to the next meeting and discuss the donation, volunteering time and contact lists. Donna is directed to do a thank you letter for Crystal Lucas and family and Janet Horner and purchase a \$100 gift card.

ADDED #7 – Grant Update

Heather reported the grant that was applied for was not approved. She notes some repairs need to be done to be able to keep the ice in all winter. Mulmur Council may have to do some repairs on their own until the new Council is elected due to the motion passed by Melancthon Council. Mulmur is able to apply for other grants on their own. Renovation grants are 80% and could include items such as lighting and elevator. These grants are also stackable.

## **#10 Information**

1. Report from Tracey Atkinson, CAO/Clerk/Planner and Heather Boston Treasurer Township of Mulmur regarding NDCC and a Motion passed at April 6 Mulmur Council.
2. Report from Roseann Knechtel, Deputy Clerk, Township of Mulmur regarding Pickleball Courts in Mulmur
3. Township of Melancthon Motion to Accept the increase in Budget
4. Township of Melancthon Motion to Appoint a Member to the NDCC Board
5. Township of Melancthon Motion for NDCC Budget to be adjusted
6. Township of Melancthon Letter to Township of Mulmur
7. Township of Mulmur Motion to Approve NDCC 2022 Operating Budget

The Board discussed Pickleball and decided to wait and see if any grants happen and then consider purchasing Pickleball supplies.

-Moved by Noble, Seconded by White that items 1 - 7 listed for information purposes be accepted as information. Carried.

## **#11 Notice of Motion**

-None

## **#12 Confirmation Motion**

-Moved by Horner, Seconded by Timmins 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 Timmins, we adjourn the North Dufferin Community Centre Board of Management meeting at 8:37 p.m. to meet again on Wednesday September 14, 2022 at 7:00 p.m. at the North Dufferin Community Centre or at the call of the Chair. Carried.

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**CHAIR**

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**SECRETARY**

## **CORPORATION OF THE TOWNSHIP OF MELANCTHON**

The Township of Melancthon Environmental Sustainability Committee held a meeting on August 25, 2022 at 10:00 a.m. electronically through ZOOM. The following members were present: Chair; Councillor Margaret Mercer, Mayor White and Councillor Neilson. Also present was: Donna Funston, Secretary Environmental Sustainability Committee.

**1. Chair Mercer called the meeting to order at 10:00 a.m**

**2. Land Acknowledgement Statement**

Chair Mercer read the Land Acknowledgement Statement.

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

**Additions: 8.5 – Environmental Canada Pamphlet  
8.6 – Invasive Species Asian Spotted Fly**

- Moved by White, Seconded by Neilson, that the Agenda be approved as amended.  
Carried.

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

None.

**5. Delegations**

None.

**6. Approval of Draft Minutes – May 13, 2022 & May 31, 2022**

-Moved by Neilson, Seconded by White, the minutes of the Environmental Sustainability Committee held on May 13, 2022 be approved as circulated. Carried.

-Moved by White, Seconded by Neilson the minutes of the Environmental Sustainability Committee held on May 31, 2022 be approved as circulated. Carried.

**7. Business Arising from the Minutes**

None.

*Bdcomm #2*  
OCT 06 2022

## **8. General Business**

### **1. Township of Mulmur Resolution regarding Climate Emergency**

Member White noted that the County is bringing a report in response to this motion. Sara Wicks will be doing the report. The Committee decided to wait to comment until this report is received.

### **2. Hydro One Amendments to Class Environmental Assessment for Minor Transmission Facilities**

Discussion regarding the report and that this is a good report for information.

### **3. Phragmites Mapping**

It is noted that the Phragmites are now a fair height and the areas can start to be mapped out. Member Neilson will do north of County Road 21, Riverview and Corbetton, Chair Mercer will do south of County Road 21 and Member White will make note as to where he sees it. On the map it will be marked as low, medium or high density and the closest emergency number noting the size of the patch and photos if possible.

### **4. Other/Addition(s)**

Discussion on Environmental Sustainability Day and that attendance was low, speakers were good but not many members of the public were in attendance. Next year the Committee will discuss having the event in person.

### **5. Environment Canada Pamphlet**

Environment Canada mailed out a pamphlet about bird species, discussion on climate change and how it affects many things. Farming practices can change habitat for birds for example; when the hay is cut they seem to move just like grasslands being cut affect bird habitats as well.

### **6. Invasive Species Asian Spotted Fly**

The Asian Spotted Fly comes from China, in the USA it came in on stone shipments from China. The concern around this is that it affects fruit orchards primarily grape vines. The Niagara Region is now being watched and it could be devastating as this fly hops from plant to plant and doesn't actually fly. The grape vine seems to be the favourite plant.

## **9. Confirmation of Meeting**

- Moved by White, Seconded by Neilson, that all actions of the Members and Officers of the Environmental Sustainability Committee with respect to every matter addressed and/or adopted by the Committee on the above date be hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Committee Members and Officers at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried.

## **10. Adjournment and Date of Next Meeting**

- Moved by Neilson, Seconded by White, that we adjourn the Environmental Sustainability Committee at 10:27 a.m. to meet again on Friday September 16, 2022 at 10:00 a.m. or at the call of the Chair. Carried.

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CHAIR

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SECRETARY





**Township of Southgate**  
**Minutes of Recreation Advisory Committee**

September 15, 2022  
1:00 PM  
Electronic Participation

Members Present: Deputy Mayor Brian Milne  
Councillor Jason Rice  
Melancthon Councillor Bill Neilson

Members Absent: Councillor Martin Shipston

Staff Present: Dave Milliner, Chief Administrative Officer  
Kevin Green, Facilities Manager  
Holly Malynyk, Recording Secretary

**1. Electronic Access Information**

Recreation Advisory Committee recordings will be available on the Township of Southgate [YouTube Channel](#) following the meeting.

**2. Call to Order**

Chair Milne called the meeting to order at 1:00PM.

**3. Confirmation of Agenda**

**Moved by** Councillor Bill Neilson

**Seconded by** Councillor Jason Rice

**Be it resolved that** the Committee confirm the agenda as presented.

**Carried**

**4. Declaration of Pecuniary Interest**

No one declared a pecuniary interest related to any item on the agenda.

**5. Delegations & Presentations**

None.

**6. Adoption of Minutes**

**Moved By** Councillor Jason Rice

**Seconded By** Deputy Mayor Milne

**Be it resolved that** the Committee approve the minutes from the November 18, 2021, and May 19, 2022 Recreation Advisory Committee meeting as presented.

**Carried**

**7. Recreation Updates and Facility Manager Report**

**7.1 September 2022 Work Plan**

Kevin Green, Facilities Manager reviewed the September 2022 Work Plan. Members discussed the items on the work plan and asked questions and Kevin Green provided responses.

**8. New/Unfinished Business**

**8.1 Follow Up Discussion from Council Presentation - Recreation Action Plan Dundalk Specific**

Kevin Green, Facilities Manager discussed the Recreation Action Plan that was presented to Council on March 30, 2022. Members asked questions regarding the Recreation Action Plan and Staff provided responses.

**8.2 2022-2026 Appointments - Verbal Discussion**

Holly Malynyk, Recording Secretary noted that this was the last meeting of this term of Council, and thanked members for their commitment to the Recreation Advisory Committee. Members for the 2022-2026 term will be appointed in December following the Municipal Election.

**9. Correspondence**

None.

**10. Members Privilege**

Melancthon Councillor Bill Neilson noted that Melancthon has started a task force to create a Recreation Advisory Committee in Melancthon.

**11. Next Meeting**

To Be Determined

**12. Adjournment**

The Committee adjourned the meeting at 1:31PM.

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Chair Deputy Mayor Brian Milne

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Recording Secretary Holly Malynyk

## **CORPORATION OF THE TOWNSHIP OF MELANCTHON**

The Township of Melancthon Heritage Advisory Committee held an electronic meeting May 11<sup>th</sup>, 2022 at 5:30 p.m. The following members were present: Chair Margaret Mercer, Vice-Chair McIntosh, Councillor James McLean, and Member Fawcett (5:51pm) , also present was Kaitlin Chessell, Heritage Advisory Committee Secretary. Member Webber was absent. Chair Mercer called the meeting to order at 5:34 p.m.

### **Land Acknowledgement**

Chair Mercer shared the Land Acknowledgement Statement.

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

Moved by McLean, Seconded by McIntosh that the agenda be approved as circulated. Carried.

### **Approval of Draft Minutes**

Moved by McIntosh, Seconded by McLean that the minutes of the Heritage Advisory Committee held on March 9<sup>th</sup>, 2022 be approved as circulated. Carried.

### **Business Arising from Minutes**

None.

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

No declaration declared at this time.

### **General Business**

#### **1. Plaque Program**

The Committee discussed that they would like to present the first plaque at Melancthon Day which is June 25<sup>th</sup>, 2022. We are going to follow up with Member Webber on this.

#### **2. Planning for Melancthon Day Events in June**

It was discussed that there is a vendor market running at the hall during the day and maybe the Committee could put a table up displaying Melancthon Heritage and advertising the plaque program. Chair Mercer is going to connect with Ruth Plowright who is coordinating the Market.

#### **3. Walking/Driving Tour**

It was discussed that when the walking tour was sent to us from the Dufferin County Museum we did not have authorization to use the tour and distribute it. Staff was directed to reach out to our County of Dufferin contact to discuss this.

#### **4. Idea Roundtable**

The Committee discussed doing a pamphlet with Melancthon history in it and have it available at local stores and the Township Office for pick up. The Pamphlet could have a walking or driving tour in it as well.

#### **5. Other/Addition**

None.

#### **Delegations**

None.

#### **Recommendations to Council**

None.

#### **Public Question Period**

A member of the public mentioned that they enjoyed the Heritage Week posts about Melancthon History during Ontario History Week. They wondered if the Committee was going to do research on indigenous history and about what bands lived in the Township. The Committee advised that they would like to look into this and hope the Dufferin County Museum will be of help.

#### **Confirmation Motion**

Moved by Fawcett, Seconded by McLean that all actions of the Members and Officers of the Heritage Advisory Committee with respect to every matter addressed and/or adopted by the Board on the above date are hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Board Members at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried.

#### **Adjournment**

6:32 p.m. - Moved by McIntosh, Seconded by McLean that we adjourn this Heritage Advisory Committee meeting to meet again on June 8<sup>th</sup>, 2022 at 5:30 p.m. or at the Call of the Chair. Carried.

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CHAIR

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SECRETARY

## **CORPORATION OF THE TOWNSHIP OF MELANCTHON**

The Township of Melancthon Heritage Advisory Committee held a Special electronic meeting on June 1<sup>st</sup>, 2022 at 5:30 p.m. The following members were present: Chair Margaret Mercer, Vice-Chair McIntosh, Councillor James McLean, and Member Webber, also present was Kaitlin Chessell, Heritage Advisory Committee Secretary. Member Fawcett was absent. Chair Mercer called the meeting to order at 5:34 p.m.

### **Land Acknowledgement**

Chair Mercer shared the Land Acknowledgement Statement.

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

Moved by McIntosh, Seconded by Webber that the agenda be approved as circulated. Carried.

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

No declaration declared at this time.

### **General Business**

#### **1. Plaque Template Approval**

The Committee discussed the plaque design that had been sent over by Shelburne Memorials and how it was the same as the Town of Shelburne's and they would like it to be unique to Melancthon. Member Webber was directed to go back to Shelburne Memorials and ask them to send us a couple of different designs maybe in different shapes and see if they could play around with the wording and the crest. They discussed that the plaque is currently black and white and maybe some colour options for people would be nice to match them to their homes. The Committee decided to not rush and choose a plaque they don't like and that they will not be presenting a plaque at Melancthon Day.

### **Confirmation Motion**

Moved by McLean, Seconded by Webber that all actions of the Members and Officers of the Heritage Advisory Committee with respect to every matter addressed and/or adopted by the Board on the above date are hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Board Members at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried.

### **Adjournment**

6:00 p.m. - Moved by McIntosh, Seconded by Webber that we adjourn this Heritage Advisory Committee meeting to meet again on June 15<sup>th</sup>, 2022 at 5:30 p.m. or at the Call of the Chair. Carried.

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CHAIR

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SECRETARY

<sup>1</sup>  
Bd Comm # 5  
OCT 06 2022



## Grand River Conservation Authority

*Summary of the General Membership General Meeting – September 23, 2022*

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

### Action Items

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

- GM-09-22-71 - Progress Report #2 - Ontario Regulation 687/21
- GM-09-22-75 - Exception Request Letter to MNRF for Chair and Vice Chair Term Limits
- GM-09-22-73 - Financial Summary
- GM-02-22-72 - Human Resources Policy Update - 1.4 Acceptable Use of Information and Information Technology Resources
- GM-08-22-C07 - Financial Consideration - Staffing and Labour Matters (closed agenda)

### Information Items

*The Board received the following reports as information:*

- Minutes of the Ad-hoc CA Act Committee Meeting - September 12, 2022
- Minutes of the Ad-hoc Board Composition Committee Meeting - September 16, 2022
- GM-09-22-76 - Cash and Investment Status
- GM-09-22-74 - Current Watershed Conditions

### Source Protection Authority

*The General Membership of the GRCA also acts as the Source Protection Authority Board. No meeting of the Source Protection Authority was held.*

*For full information, please refer to the September 23 Agenda Package. Complete agenda packages and minutes of past meetings can be viewed on our online calendar. The draft minutes of this meeting will be posted on our online calendar within 30 days of the meeting date, in accordance with the Conservation Authorities Act.*

*You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.*

*Bd comm#6*  
OCT 11 6 2022



## NVCA September 2022 Board Meeting Highlights

**Next Meeting: August 26, 2022, held virtually**

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

### Lease renewals for New Lowell and Petun Conservation Areas

The NVCA Board of Directors has approved the five-year lease renewals for New Lowell and Petun Conservation Areas.

Revenues from New Lowell Conservation Area lease are held in a reserve account to offset the costs of capital repairs on the property as required.

Revenues from the Petun Conservation Area lease will assist in covering property taxes of the property.

### Employer handbook update

NVCA Updated the Employee handbook to include an Electronic Monitoring Policy.

The policy includes how, why, and in what circumstances to ensure employee safety and security. Appropriate data is also collected to make informed business decisions.

### 2023 Draft Budget

Sheryl Flannagan, NVCA's Director, Corporate Services gave a presentation on [NVCA's Draft 2023 Budget](#) in this board meeting.

The budget is accompanied by a [program overview](#), which highlights the work that each program area does for the watershed.

The NVCA Board of Directors has approved the draft budget and program overview for circulation to municipalities for a 90-day review period. The final budget vote will be on March 24, 2023.

In the August 2022 board meeting, staff was directed to develop a draft budget with a \$150,000 increase to municipal levy. Through looking at three-year trends, finding savings in expenditures, and increasing potential revenues (including applying for as many grants as possible), staff are pleased to present a budget with an increase of \$137,048.95 to the general levy, below the approved guideline.

### Upcoming Events

#### Festival at Fort Willow

The Festival at Fort Willow is an annual event where visitors will experience what life was like at Fort Willow pre-European contact, during the Fur Trade and the War of 1812.

**Date:** October 1, 2022 from 10 am to 4:00

**Location:** Historic Fort Willow Conservation Area 2714 Grenfel Rd, Utopia, ON L0M 1T2

#### Tiffin Nature Program

Geared towards pre-K and children in kindergarten, the Tiffin nature program will help children gain knowledge, understanding and appreciation of the natural world and our amazing planet.

**Date:** 6-week sessions from September 20, 2022 to June 13, 2023.

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

#### PA/PD Day Camp

Offered on PA/PD Days only, kids will enjoy lots of physical activity, and be mentally stimulated as they explore ever change scenery and landscapes. They will be able to move away from excess screen time, and learn how to integrate nature into their everyday lives.

**Dates:** October 24, 2022, November 18, 2022, January 27, 2023, April 28, 2023, June 2, 2023

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



**Homeschool Programs**

Tiffin's Homeschool Program is designed for homeschool families who want to spend structured time outside to develop a sense of wonder, appreciation and respect for the natural world.

**Date:** One Friday a month from October 15, 2022 to June 23, 2023

**Location:** Various locations throughout the Nottawasaga Watershed

## Denise Holmes

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**From:** Kim Fraser <kfraser@shelburne.ca>  
**Sent:** Monday, September 12, 2022 5:45 PM  
**To:** Carey Holmes; Denise Holmes; clerksoffice@townofmono.com; agordon@amaranth.ca; Nicole Martin; Alice Byl; Sarah Culshaw  
**Cc:** Chris Gerrits; Heather Foster; Melinda Davie; Margaret Mercer; Darren White; Steve Anderson; Lindsay Wegener  
**Subject:** CDRC Approved 2022 Budget  
**Attachments:** 2022 Budget Letter to Municipalities.pdf

Hello,

At the CDRC board meeting held on August 24, 2022 the following motion was presented:

Moved by: M. Mercer    Seconded by: H. Foster

Be it resolved that the 2022 CDRC draft budget distributed at the August 24, 2022 Board Meeting with a deficit and municipal contribution of \$446,920 that includes a municipal Covid contribution of \$100,000 be adopted. And that a copy of the budget be sent to all member municipalities. Carried

Thank you

**Kim Fraser**

Facility Administration Manager

Centre Dufferin Recreation Complex  
200 Fiddle Park Lane, Shelburne ON  
L9V 3C9  
519.925.2400  
[kfraser@shelburne.ca](mailto:kfraser@shelburne.ca)

**September 8, 2021**

**To:**

Town of Shelburne

Township of Amaranth

Township of Melancthon

Town of Mono

**Subject: 2022 CDRC Budget**

At the CDRC Board of Management meeting held on August 24<sup>th</sup>, 2022, the Board unanimously voted to approve the attached budget for 2022.

The municipal contribution associated with this budget is \$346,920 (3% increase from 2021) plus a one-time assessment of \$100,000 required to cover the continued losses resulting from the impact of Covid-19 throughout 2021. As the Capital Reserve account sits with \$180k, a transfer of \$99,672 will be made to fund the remainder 2022 deficit.

The \$100k Covid loss is summarized as follows:

<b>Impact of COVID on 2021 Budget vs 2021 Actuals</b>	<b>2021 Bud</b>	<b>2021 Act</b>	<b>Difference</b>
Reduction of ice rentals	\$117	\$96	\$21
Floor & Room Rentals	\$34	\$10	\$24
Programs, Advertising & Concession	\$80	\$19	\$61
<b>Total</b>	<b>\$231</b>	<b>\$125</b>	<b>\$106</b>

The impact of Covid can further be explained as follows. In 2021 the ice was removed in January 2021, all floor rentals were cancelled, modified (reduced) Pool and Day Camp programs offered, there were limited fall ice rentals, concession sales were heavily impacted and the additional cost of security to check vaccine passports at the front entrance. In 2022, except for a provincial shut down in January, we have budgeted for a "normal" year and the pool and day camp programs were expanded.

The funding breakdown by municipality is as follows:

<b>Municipality</b>	<b>Budget</b>	<b>Covid</b>	<b>Total</b>
Shelburne	\$215,090	\$62,000	\$277,090
Amaranth	\$52,038	\$15,000	\$67,038
Melancthon	\$52,038	\$15,000	\$67,038
Mono	\$27,754	\$8,000	\$35,754
<b>Total</b>	<b>\$346,920</b>	<b>\$100,000</b>	<b>\$446,920</b>

With the addition of the \$100,000 in Covid funding, the CDRC will be back on track to fully fund the roof repairs of \$710,000 slated for fall 2022.

Should you have any questions or need additional information, please contact your representative on the Board of Management or contact me directly.

Kim Fraser

Facility Administration Manager

## CDRC 2022 APPROVED BUDGET & 2021 ACTUAL VS BUDGET August 24, 2022

	FULL YEAR						
Description	2022 Budget	2021 Actual	2021 Budget	2020 Actual	22 vs 21 Bud		Comments vs 21 Budget
Arena Rentals	\$175,979	\$95,895	\$117,032	\$158,832	\$58,947	50%	No ice Jan-Mar 2021
Floor Rental	\$13,018	\$0	\$20,772	\$220	-\$7,754	-37%	
Advertising	\$10,320	\$2,263	\$8,100	\$9,568	\$2,220	27%	Impact of COVID
Programs	\$2,693	\$877	\$20,678	\$2,581	-\$17,985	-87%	Additional Programs
Room Rental	\$12,544	\$9,745	\$12,828	\$9,827	-\$284	-2%	No rentals Jan - Sept
Concession Sales	\$38,755	\$16,196	\$51,250	\$25,865	-\$12,495	-24%	No Sales - Jan - Sept
Pool Fees	\$91,965	\$72,462	\$86,294	\$46,664	\$5,671	7%	June lessons
Day Camp Fees	\$124,000	\$78,905	\$67,250	\$0	\$56,750	84%	Increase registrations
Grants	\$30,700	\$32,926	\$5,000	\$3,920	\$25,700	514%	
Total Operating Revenue	\$499,975	\$309,268	\$389,443	\$257,706	\$110,532	28%	
Payroll	\$471,903	\$390,473	\$388,334	\$310,834	\$83,569	22%	2% wage
Benefits	\$77,250	\$63,662	\$72,378	\$59,168	\$4,872	7%	
Bank Charges	\$2,705	\$1,675	\$989	\$866	\$1,716	173%	
Maintenance	\$86,849	\$149,828	\$97,930	\$74,611	-\$11,081	-11%	
Utilities	\$141,215	\$103,594	\$130,028	\$110,453	\$11,187	9%	
Vending	\$16,186	\$6,903	\$20,250	\$9,228	-\$4,064	-20%	
Admin	\$60,461	\$65,548	\$47,180	\$38,429	\$13,281	28%	Insurance \$4k + Security
Total Operating Expense	\$856,567	\$725,300	\$757,089	\$603,579	\$99,478	13%	
Operating (Gain)/Loss	\$356,592	\$416,032	\$367,646	\$345,873	-\$11,054	-3%	
Capital Costs	\$710,000	\$29,911	\$67,000	\$32,201	\$643,000	960%	Roof
Capital Grants	-\$520,000	\$0	-\$31,000	\$0	-\$489,000		Roof grant
Xfer from Capital Reserve	-\$99,672	\$0	\$0	\$0	\$0		
Total Capital Expense	\$90,328	\$29,911	\$36,000	\$32,201	\$54,328	151%	
Total (Gain)/Loss	\$446,920	\$445,943	\$403,646	\$378,075	\$43,274	11%	
Municipal Contribution	\$346,920	\$336,815	\$336,815	\$327,004	\$10,105	3%	3% increase
Municipal Covid Contribution	\$100,000	\$150,000	\$150,000	\$0	-\$50,000		
Total Municipal Funding	\$446,920	\$486,815	\$486,815	\$327,004	-\$39,895	-8%	
Net Financial (Gain)/Loss	\$0	-\$40,872	-\$83,169	\$51,071	\$83,169	-100%	

### 2022 Assumptions:

Normal operations effective February 1  
 3% Increase from municipalities  
 2% rental rate increase  
 2% wage increase

### 2021 Actual vs 2021 Budget

Loss of Ice Rental (Covid) \$21  
 Loss of Floor & Room Rentals (Covid) \$23  
 Increase in Maintenance Costs (Covid) \$51

## Denise Holmes

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**From:** ca.office (MECP) <ca.office@ontario.ca>  
**Sent:** Monday, September 12, 2022 5:09 PM  
**Cc:** Keyes, Jennifer (MNRF); Bertrand, James (MECP); MacIntosh, Alex (MECP); Breton, Brie-Anne (MECP); Adams, Jenn (MECP); Askwith, Zoe (MECP); Scanlon, Debbie (MECP); Chronopoulos, Nick (MNRF); Crosgrey, Mindy (MNRF)  
**Subject:** New Requirements under the Conservation Authorities Act: Training for CAs and Municipalities

Good afternoon:

As you know, over the last year new regulations and a policy were finalized to implement changes under the *Conservation Authorities Act* (CAA). The Ministry of Natural Resources and Forestry (MNRF) is offering webinar training sessions to answer questions you may have about the new regulations, policy and their implementation.

The changes announced in October 2021 focus conservation authorities (CAs) on their core mandate by prescribing mandatory programs and services they must provide and setting out requirements for transition plans, inventories, and cost apportioning agreements for CA determined programs that require financing through municipal levy apportionment. They also consolidated the existing "Conservation Areas" regulations.

The changes in April 2022 introduced regulations that built on current CA budgetary practices to align them with the new CA framework and a provincial policy governing the charging of fees by CA. A regulation that addresses information requirements on CA websites was also finalized. Together, these changes will improve CA governance, oversight, transparency, and accountability.

To support the smooth transition to the new CA funding framework and categories of CA programs and services, MNRF will be providing the following online training sessions:

- **Phase 1 Regulations - Refresher:** An overview of the regulations prescribing the programs and services that CAs must provide, requirements to transition to the new CA funding framework, and the rules of conduct in conservation areas, **October 12<sup>th</sup> at 1:30pm**
- **Phase 2 Regulation and Policy - Overview:** An overview of new regulations governing CA budgetary processes and levy apportionment methods, the classes of programs and services for which a CA may charge a fee, and website information requirements, **October 20<sup>th</sup> at 10:00am**
- **Phase 2 Regulations for Practitioners involved in CA budgets and municipal levy apportionment:** Detailed information on the requirements related to CA budgets, levy apportionment methods, and determining amounts that may owed by specified municipalities in respect of the *Clean Water Act, 2006* and *Lake Simcoe Protection Act, 2008*, **November 3<sup>rd</sup> at 1:30pm**

You are encouraged to share this invitation with appropriate staff.

Those interested in attending can register for the training session/s by emailing [ca.office@ontario.ca](mailto:ca.office@ontario.ca) with the subject line "**New Requirements under the Conservation Authorities Act: Training for CAs and Municipalities.**" A reply will be sent with information on how to join the session.

Thank you in advance for your participation. Please contact MNRF at [ca.office@ontario.ca](mailto:ca.office@ontario.ca) if you have any questions.

Sincerely,

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

## Denise Holmes

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**From:** Michelle Hargrave <mhargrave@dufferincounty.ca>  
**Sent:** Monday, September 12, 2022 12:00 PM  
**To:** premier@ontario.ca; michael.kerzner@ontario.ca  
**Cc:** Alice Byl; Carolina Khan; Denise Holmes; Fred Simpson; Jennifer Willoughby; Jessica Kennedy; Karen Landry; mtownsend (mtownsend@townofgrandvalley.ca); Nicole Martin; Roseann Knechtel; Sabrina VanGerven; Sue Stone; Tracey Atkinson  
**Subject:** Dufferin County Council Resolution - Draven Alert

Good Morning,

At its regular meeting, Dufferin County Council passed the following resolution:

THAT the resolutions from the Township of Melancthon and the Town of Grand Valley regarding the creation of a Draven Alert system to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death, be supported.

Thank you,  
Michelle Hargrave

**Michelle Hargrave | Administrative Support Specialist | Corporate Services**

**County of Dufferin** | Phone: 519-941-2816 Ext. 2506 | [mhargrave@dufferincounty.ca](mailto:mhargrave@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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## Denise Holmes

---

**From:** Michelle Hargrave <mhargrave@dufferincounty.ca>  
**Sent:** Monday, September 12, 2022 11:39 AM  
**To:** Alice Byl; Carolina Khan; Denise Holmes; Denyse Morrissey; Ed Brennan; Jennifer Willoughby; Jessica Kennedy; Karen Landry; Mark Early; Meghan Townsend; Michelle Dunne; Nicole Martin; Sabrina Van Gerven; Sonya Pritchard; Sue Stone; Tracey Atkinson  
**Cc:** Julie McNevin; Cody Joudry  
**Subject:** Dufferin County Council Resolution - Land Acknowledgements

Good Morning,

At its regular meeting on September 8, 2022, Dufferin County Council passed the following resolution:  
THAT staff be directed to undertake a review of the land acknowledgment statement to ensure its accuracy given that many of our individual statements have recognitions that are not consistent with the statement of the County;

AND FURTHER THAT each local tier municipality be encouraged to review their land acknowledgement statement for accuracy.

Thank you,  
Michelle Hargrave

**Michelle Hargrave | Administrative Support Specialist | Corporate Services**  
**County of Dufferin** | Phone: 519-941-2816 Ext. 2506 | [mhargrave@dufferincounty.ca](mailto:mhargrave@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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



RECEIVED  
SEP 14 2022



## TOWN OF SHELburne

### Planning & Development Department

September 14, 2022

CIRCULATED BY E-MAILTO:

- County of Dufferin
- MTO
- NVCA
- Township of Amaranth
- Township of Melancthon
- School Boards
- Canada Post
- OPG
- Hydro One
- Enbridge
- Bell
- Rogers Communication
- Shelburne EDC
- Engineering
- Legal
- Fire Dept
- Council
- Public Works

### APPLICATION FOR ZONING BY-LAW AMENDMENT (TEMPORARY USE)

FILE NO: Z22/05  
PROJECT: 443 MAIN STREET WEST

Please take notice that the Town of Shelburne received an application for a Zoning By-law Amendment (Temporary Use) for land known municipally as 443 Main Street West, and legally described as Concession 3, Part of Lot 32, in the Town of Shelburne, County of Dufferin. The purposes of the application is to request the extension of a existing temporary use previously approved in 2019, authorizing the continuation of the existing use of the building on the property as a light woodworking production facility for up to three (3) years. A copy of the completed Zoning By-law Amendment application form, sketch, public meeting notice and response form are attached. Please contact me should you require additional information to complete your review.

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

**SEPTEMBER 30, 2022.**

Please provide comments in an electronic format via email, or if you have no comment or objection, please complete the attached response sheet and return it by email, to [planning@shelburne.ca](mailto:planning@shelburne.ca). Should you have any questions or require any additional information, please contact me.

Sincerely,

Steve Wever, MCIP, RPP  
Town Planner

Attachment(s)

Info # 5  
OCT 06 2022



## TOWN OF SHELburne

### PLANNING & DEVELOPMENT

#### Zoning By-law Amendment – Temporary Use Circulation Response Form

**Files:** Z22/05

**Project:** Application for Zoning By-law Amendment (Temporary Use)  
443 Main Street West  
Concession 3, Part of Lot 32, Town of Shelburne

If you have no comments or objection to the approval of the above noted application please complete this form and email it to the **Town Planner** at the Town of Shelburne by **September 30, 2022**.

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

---

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

---

Agency Name  
(Please Print)

---

Representative Name  
(Please Print)

---

Representative Title  
(Please Print)

---

Signature

---

Date



**THE CORPORATION OF THE TOWN OF SHELburne**  
**NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING**  
**UNDER SECTION 34 OF THE PLANNING ACT**

**Take notice** that the Council of the Corporation of the Town of Shelburne has received a complete application for a Zoning By-law Amendment (File No. Z22/05) and will hold a public meeting on:

**MONDAY, OCTOBER 3, 2022**

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

The purpose of the meeting is to consider an Amendment to the Town of Shelburne Zoning By-law No. 38-2007. Take notice that the application has been deemed complete so that it can be circulated and reviewed.

The property subject to the proposed Amendment is municipally known as 443 Main Street West. The property is designated as Commercial in the Official Plan and zoned Special Commercial (C4) in the Zoning By-law. The accompanying map illustrates the location of the land subject to the proposed zoning amendment.

The purpose and effect of the Amendment is to request the approval for an extension of a Temporary Use By-law for up to three (3) years to permit the continuation of the existing use of a light woodworking production facility within the existing building on the subject land. The temporary use was approved in 2019 subject to conditions requiring noise mitigation measures and annual noise monitoring and reporting to the Town.

At the meeting you will be given the opportunity to ask questions and indicate whether you support or oppose the Zoning By-law Amendment. Written submissions will be accepted by the Clerk up to 4pm on the day of the Public Meeting. Questions and comments may be submitted in writing to the Clerk, up to 4pm on the day of the meeting. To ensure your questions, comments or concerns will be addressed during the meeting, please submit questions and comments in writing via email by 4pm October 3, 2022.

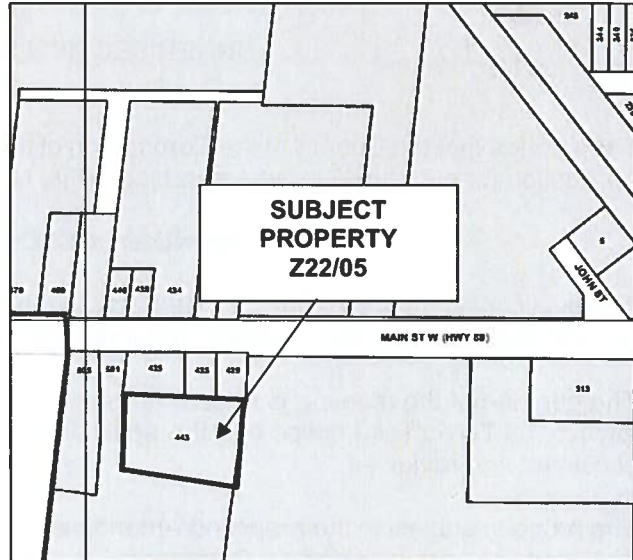
Further to the COVID-19 Pandemic and the Provincial Orders that limit public gatherings, the Council meeting will be held electronically through Zoom video conferencing and will be livestreamed. To participate in the meeting electronically through Zoom video conferencing, please contact the Clerk at [clerk@shelburne.ca](mailto:clerk@shelburne.ca) to register in order to have access to the public meeting, no later than Thursday, September 29, 2022. Should you wish to view the proceedings, you will have the opportunity to view a live stream of the meeting on the Town of Shelburne's YouTube channel <https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w>.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Clerk of the Town of Shelburne before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

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

Dated at the Town of Shelburne  
on the 14<sup>th</sup> day of September,  
2022.

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



203 Main Street East  
Box 69  
Shelburne, Ontario  
L0N 1S0  
Tel: (519) 925-2600  
Fax: (519) 925-6134  
www.townofshelburne.on.ca



*For Office Use Only*

File #: Z22/05  
Date Received: 09/12/2022  
Date Accepted: 09/13/2022  
Application Fees:  
\$3835 PAID BY CHQ

**TOWN OF SHELburne**  
**APPLICATION FORM FOR AN ZONING BY-LAW AMENDMENT**

Date Received \_\_\_\_\_

**1. APPLICATION INFORMATION**

Name of Applicant SHIGETAKA KAMATA PER IK WORLD TRADING COMPANY LTD.

Mailing Address: \_\_\_\_\_

Telephone Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

**2. OWNER**

If the Applicant is not the Owner of the subject lands, than authorization from the Owner is required, as well as the following information:

Name 1005021 ONTARIO LTD / SHIGETAKA KAMATA

Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**3. MORTGAGES, CHARGES OR OTHER ENCUMBRANCES**

Name NORTHERN CREDIT UNION

Mailing Address 118 QUEEN ST SOUTH, DORHAM, ON, N0G 1R0

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

04/04/2013

#### 4. SUBJECT LANDS

Lot: PT LT 32 Concession: CON 3 PT 2

Reference Plan: 7R1705 Part/Block/Lot: T/W MF 219050

Street Name and Number: 443 MAW ST W SHELburnE  
(if corner lot please include both street names)

Area of subject lands: 1.998 ac Frontage: 228.13 ft.

Depth: 367.78 ft.

What is the current use of the subject land? TEMPORARY INDUSTRIAL

What is the proposed use of the subject lands? TEMPORARY INDUSTRIAL

When were the subject lands acquired by the current owner? JULY 31, 2019

How long have the existing uses continued on the subject lands? TO PRESENT

---

#### 5. ZONING AND OFFICIAL PLAN INFORMATION

What is the present Official Plan designation of the subject lands? COMMERCIAL

What is the present zoning? C4-3

What is the purpose of the proposed Zoning By-law Amendment? REQUEST OF

EXTENSION TO USE FOR TEMPORARY INDUSTRIAL

---

#### 6. PROPOSED DEVELOPMENT

Please describe any proposed development on the subject lands (include buildings, floor area, height, parking spaces, etc. and attached plans with site and development statistics).

NO NEW BUILDING, EXTENSION OF TEMPORARY USE FOR  
WOOD WORKING PRODUCTION FOR 3 YEARS

## 7. ACCESS

Is the subject land accessible by:

- ☐ Provincial highway  
☐ Municipal road (maintained year round)  
☒ Right of way  
☐ Other, describe \_\_\_\_\_

## 8. SERVICING

	<u>Municipal</u>	<u>Private</u>	<u>Other</u>
Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frontage on Road	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Is storm drainage provided by:

<input type="checkbox"/> Storm Sewer	<input checked="" type="checkbox"/> Ditch	<input type="checkbox"/> Swale
<input type="checkbox"/> Other, describe _____		

## 9. STATUS OF OTHER APPLICATION

Are the subject lands the subject of any other applications under the Planning Act?

☐ Yes ☒ No ☐ Unknown

If yes, describe the application(s)? \_\_\_\_\_


## 10. DRAWINGS

Drawings shall be provided as required in the Official Plan Amendment Process sheet.

## 11. PAYMENT OF FEES

As of the date of this application, I hereby agree to pay for and bear the entire cost and expense for any engineering, legal, landscape architectural and/or external planning consulting expenses incurred by the Town of Shelburne during the processing of this application, in addition to any application fee set by the Town of Shelburne.

SEP 12, 2022  
Date

  
Signature of Owner/Applicant

Note: All invoices for payment shall be sent to the person indicated in section 2 of this application, unless otherwise requested

04/04/2013



**12. AUTHORIZATION**

I/We \_\_\_\_\_ am/are the owner(s) of the subject lands for which this application is to apply. I/We \_\_\_\_\_ do hereby grant authorization to \_\_\_\_\_ to act on my/our behalf in regard to this application.

Date \_\_\_\_\_

Signature of Registered Owner(s) \_\_\_\_\_

**13. AFFIDAVIT**

I, SHIGETAKA KAMATA of the IK WORLD TRADING COMPANY LTD in the Town of Shelburne solemnly declare that all of the above statements contained herein and in all exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME AT the Town of Shelburne  
in the County of of the Dufferin  
this 12<sup>th</sup> day of September, 2022.

  
Witness

Patricia Fraser Hossie, a Commissioner,  
etc., Province of Ontario, for the  
Corporation of the Town of Shelburne  
Expires April 14, 2024.

  
Signature of Registered Owner (s) or Agent

**14. PERMISSION TO ENTER**

I hereby authorize the members of staff and/or elected members of Council of the Town of Shelburne to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

SEPTEMBER 12, 2022  
Date

  
Signature of Registered Owner (s) or Agent

Personal information contained on this form is collected under the authority of *The Municipal Freedom of Information and Protection of Privacy Act*. This sheet and any additional information provided will be placed on the Council agenda. The agenda is a public document and forms part of the permanent public record. Questions about this collection should be directed to the Clerk at 519-925-2600.





## Denise Holmes

---

**From:** Rude, Emma (MNRF) <Emma.Rude@ontario.ca>  
**Sent:** Thursday, September 22, 2022 8:41 AM  
**To:** tpeeters@ehtel.ca; Species at Risk (MECP); Denise Holmes; Denise Holmes; planner@dufferincounty.ca; Rowswell, Steven (MNRF); planning@nvca.on.ca; Roseann Knechtel, Mulmur; tatkinson@mulmur.ca  
**Cc:** Sperling, Janet (MNRF)  
**Subject:** 21-497 NEC Notice of Decision  
**Attachments:** 21-497.NEC.Notice of Decision.pdf

Please find attached Niagara Escarpment Commission **Notice of Decision** for file **M/S/2020-2021/497**.

Please note that the last day that appeals may be received is: **October 6, 2022** (midnight).

If you require further information, please contact **Janet Sperling** at [Janet.Sperling@ontario.ca](mailto:Janet.Sperling@ontario.ca)

Thanks in advance,

Emma Rude  
Administrative Coordinator  
Niagara Escarpment Commission  
1450 7<sup>th</sup> Avenue East, Owen Sound, Ontario, N4K 2Z1  
519-371-1001 [www.escarpment.org](http://www.escarpment.org)



Niagara Escarpment Commission  
An agency of the Government of Ontario

As part of providing accessible customer service, please let me know if you have any accommodation needs or require communication supports or alternate formats.

The NEC offices are now open to the public in a limited capacity. In order to ensure a safe and secure environment for staff and clients, the NEC **requires** that you make an appointment to meet with staff in person. Alternatively, the NEC will continue to provide services via telephone and email. Updates can be found on our website: <https://escarpment.org/covid-19-update/>

Niagara Escarpment Commission

1450 7<sup>th</sup> Avenue East  
Owen Sound, ON N4K 2Z1  
Tel. No. (519) 371-1001  
www.escarpment.org

Commission de l'escarpement du Niagara

1450 7<sup>e</sup> avenue Est  
Owen Sound, ON N4K 2Z1  
No de tel. (519) 371-1001  
www.escarpment.org



Niagara Escarpment Commission  
An agency of the Government of Ontario

September 22, 2022

To: Applicant/Agent/Owner; Assessed owners of land within 120 m of the subject property; Consulted Agencies; Parties who requested Notice or are considered to have an interest in the Decision.

Re: **NOTICE OF DECISION**  
**Development Permit Application: M/S/2020-2021/497**

---

Attached is a **Notice of Decision** from the Niagara Escarpment Commission regarding an application for a Niagara Escarpment Development Permit.

You have the right to appeal this decision. If you have reason to appeal, you must submit a copy of an Appeal Form or a written letter, **specifying your reasons for appeal, within 14 days** of the date of this letter.

An Appeal Form can be downloaded from [www.escarpment.org](http://www.escarpment.org). If you submit a written letter of appeal, please include your name, address, daytime phone number, and e-mail address. The completed Appeal Form or the letter of appeal must be submitted to the NEC. **Due to restrictions associated with the pandemic, the NEC's offices are closed to the public. We therefore suggest that any appeal be sent by email to [necowensound@ontario.ca](mailto:necowensound@ontario.ca)**

Please note that the last day that appeals may be received is: **October 6, 2022** (midnight).

The Commission's decision is confirmed if no appeal is received within the 14 days.

If the Commission's decision is appealed, a Hearing Officer will be appointed by the Minister of Natural Resources and Forestry to conduct a Hearing. The Hearing Office may contact you for additional information regarding your appeal, and all parties will be notified by mail of the time and location of the Hearing. If you appealed, you are expected to attend the Hearing to present your reasons for appeal. If the appeal is withdrawn or the appellant fails to appear at the Hearing, the Commission's decision is confirmed.

If you have questions about this process, or about the details of the Development Permit application, please contact me at [Janet.Sperling@ontario.ca](mailto:Janet.Sperling@ontario.ca)

Yours truly, \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Janet Sperling', written over a horizontal line.

Janet Sperling  
Senior Planner

**NOTICE OF DECISION**  
**OF THE NIAGARA ESCARPMENT COMMISSION**  
**REGARDING**  
**AN APPLICATION FOR A DEVELOPMENT PERMIT UNDER SECTION 25**  
**OF THE NIAGARA ESCARPMENT PLANNING AND DEVELOPMENT ACT,**  
**R.S.O. 1990, Chapter N.2**

---

**FILE NUMBER:** M/S/2020-2021/497

**LOCATION:** No civic address, ROW  
Township of Mulmur, County of Dufferin

**PROPOSED DEVELOPMENT:**

To install approximately 60 kilometres of fiber optic internet infrastructure within municipal road allowances in the Townships of Mulmur and Melancthon to service 649 properties in Dufferin County. Lateral connections to residential properties are proposed. All the proposed infrastructure is to be installed underground.

Note: The EH!tel application of proposed development includes road allowances and private (for installation of laterals) lands that are not within the NEP or within the designation of area for development control (DC). This NEC review pertains only to the development that is within NEP and/or DC and is inclusive of the road allowances bulltitled below as well as private property laterals. The roads that are located within the Township of Melancthon are within DC only and the roads listed in the Township of Mulmur are within the NEP.

**Township of Melancthon all roads are within the DC (only)**

- Grey Road 124 – from Melancthon Osprey Townline south to limit of the DC
- Main Street from Side Road 15 to Mill Lane
- Mill Lane
- High Street (short section within DC)
- William Street (short section within DC)
- River Road from where the road is named Mill Street in Horning's Mill to the Melancthon/Mulmur township limits (also the limits of DC only)
- W Charles Street (short section within DC)
- Church Street (short section within DC)
- Main Street from High Street to Highway 124
- Oldfield Ct.
- Fieldway Ct.
- Dufferin County Road 17 from Highway 124 to the Melancthon/Mulmur Town Line

**Township of Mulmur all roads are within the NEP**

- River Road from the Melancthon/Mulmur township limits and running a short distance to the east

- Dufferin County Road 21/Side Road 25 – from Prince of Wales Road west and terminating between 2<sup>nd</sup> Line E and 3 Line (passing through Black Bank and Ruskview)
- Dell Street (near settlement of Ruskview)
- Laela Crescent (near settlement of Ruskview)
- 2 Line E – from Dufferin County Road 21/Side Road 25 in Ruskview heading south to limit of NEP
- 2 Line E – a short run from Dufferin County Road 21/Side Road 25 in Ruskview heading north
- 1<sup>st</sup> Line E – a short run south of Side Road 25
- 20 Sideroad a short section heading west from River Road
- River Road – from 20 Sideroad to Prince of Wales Road
- Centre Road (north section of road) – from River Road to last residential property on the dead-end road
- Centre Road (south section of road) – from River Road to last residential property on the dead-end road
- Prince of Wales Road – from River Road to limit of NEP (just north of Dufferin County Road 17/10 Sideroad)
- Centre Road in Whitfield – from Dufferin County Road 17/10 Sideroad to south of Dean Road
- Dean Road (near the settlement of Whitfield)
- McCutcheon Road (near the settlement of Whitfield)
- 2 Line W a short run from Dufferin County Road 17/10 Sideroad and heading north
- Dufferin County Road 17/10 Sideroad – from 2<sup>nd</sup> Line W to Melancthon/Mulmur Town Line

---

**DECISION of the NIAGARA ESCARPMENT COMMISSION:**

The application for a Development Permit, as described above, has been:  
**CONDITIONALLY APPROVED.**

The **Conditions of Approval** are listed on the attached **APPENDIX**.

DATE: September 21, 2022

SIGNED: \_\_\_\_\_

  
 Kim Peters, MCIP/RPP, Manager

<p><b>THIS IS NOT A DEVELOPMENT PERMIT          DEVELOPMENT IS NOT TO COMMENCE UNTIL THE DEVELOPMENT PERMIT          HAS BEEN ISSUED</b></p>
--

## APPENDIX

### CONDITIONS of APPROVAL

M/S/2020-2021/497

1. Development shall occur in accordance with the Site Plan, Environmental Impact Study prepared by Birks Natural Heritage Consultants and dated May 19, 2022, Horizontal Direct Drilling Water and Wetlands Procedures prepared by EH!tel, Spill Control and Response Protocol prepared by EH!tel, the Best Practice Service Line Installation document prepared by EH!tel and Conditions of the Development Permit.
2. The Development Permit shall expire three (3) years from the date it has been issued or once the development has been completed in accordance with the Development Permit.
3. No site alteration of the existing contours of the property including the placement or stockpiling of fill (i.e., excess or imported soil) on the property is permitted with the exception of that identified within the development envelope in accordance with the Final Site Plan.
4. No vegetation shall be cut or removed from the development envelope except for that identified within the development envelope in accordance with the Final Site Plan.
5. If development has commenced under this Development Permit, any/all disturbed areas of land or soil shall be re-vegetated and stabilized to the satisfaction of the Niagara Escarpment Commission on or before the date of expiry of the Development Permit.
6. All waste materials generated from the demolition shall be completely removed from the property and taken to an authorized receiving site (e.g., municipal landfill site, salvage / reclamation facility, re-used / recycled elsewhere) and not stored or buried on-site. All disturbed areas shall be immediately stabilized / rehabilitated as per the **Final Site Plan**. Disposal of excavated materials shall adhere to NVCA requirements for being directed outside the NVCA regulation limit, not to the high-water mark or top of bank. All disturbed areas shall be immediately stabilized / rehabilitated.
7. **Prior to the commencement of any site works**, bridges that have been identified for tie-on installation shall be inspected for nesting barn swallows. Development shall not occur between May to August, inclusive, of any given year within the areas of the property that are identified as habitat potential for breeding season of the species at risk, i.e., barn swallow and bat species to ensure protection of breeding habitat.
8. The installation of individual lateral service line connections on private properties shall be carried out according to the Best Management Practices – Service Line Installation document prepared by the applicant.

## APPENDIX

### CONDITIONS of APPROVAL

M/S/2020-2021/497

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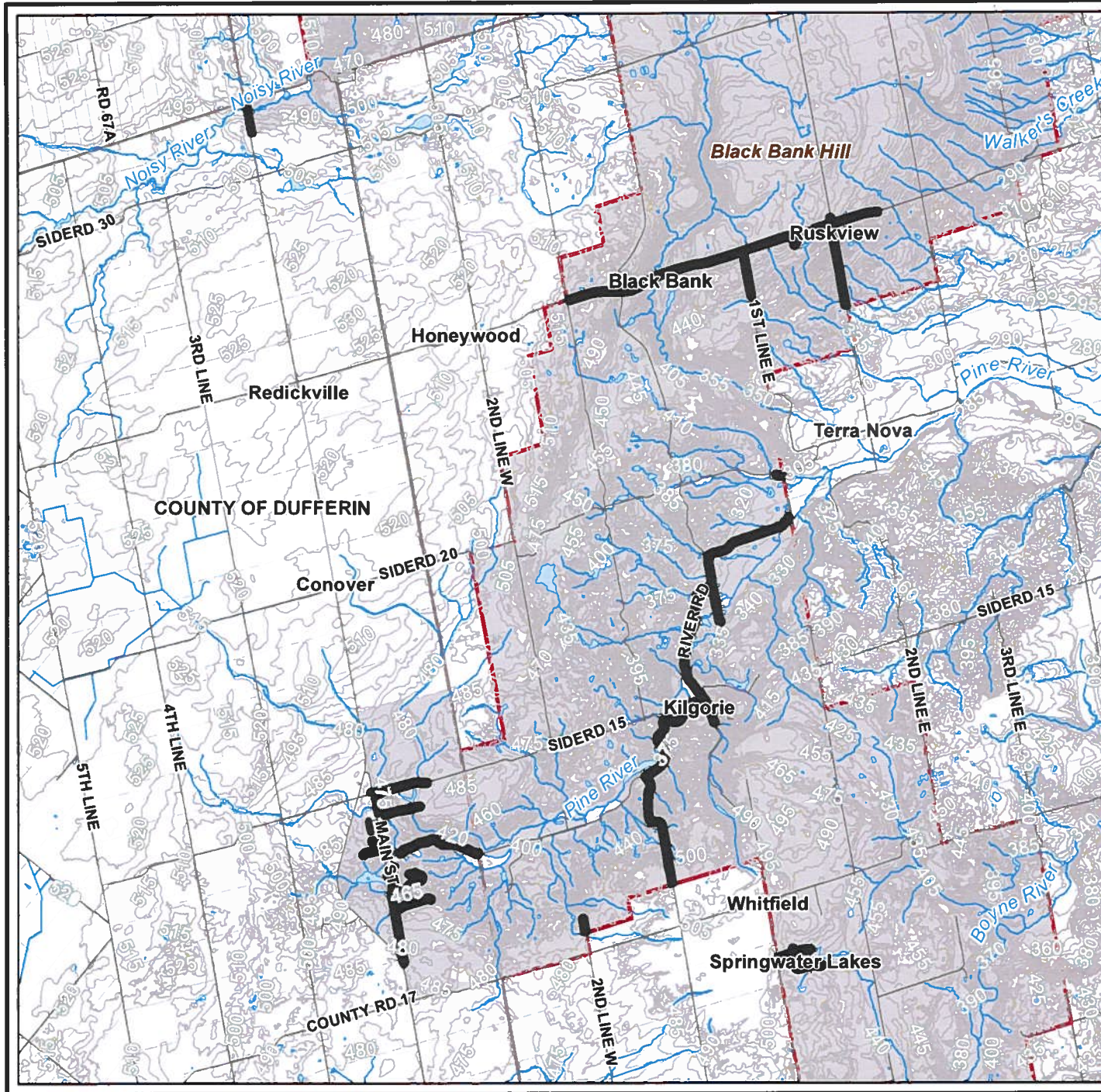
#### Advisory Notes:

- a) A Development Permit does not limit the need for or the requirements of any other applicable approval, licence or certificate under any statute (e.g., *Municipal Act*, *Conservation Authorities Act*, *Endangered Species Act*, *Fisheries Act*, etc.). The Niagara Escarpment Commission Development Permit is required prior to the issuance of any other applicable approval, licence or certificate.
- b) Should deeply buried archaeological materials be found on the property during any of the above development activities the Ontario Ministry of Tourism, Culture and Sport (MTCS) should be notified immediately (416-314-7143). In the event that human remains are encountered during construction, the proponent should immediately contact both the MTCS and the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Small Business and Consumer Services (416-326-8392).
- c) Bentonite shall not be used within the limits of the property that are contained within the Niagara Escarpment Planning and Development Act.



## Map 2 - Development Control Lot Configuration

EH/itel Networks Inc.  
M/S/2020-2021/497



- Subject Property
- Niagara Escarpment Plan Area
- Area of Development Control
- Roads
- Waterbodies
- Watercourse
- Contour (5 metre intervals)
- Upper Tier Municipality
- Lower/Single Tier Municipality
- Lot and Concession Boundary

Area of Development Control Drawn for  
Convenience Only. Refer to the appropriate  
Ontario Regulation for an accurate interpretation  
of the Development Control Area.

Scale 1:80,000  
0 625 1250 1875 2500

Metres  
Printed on Mar 23, 2021

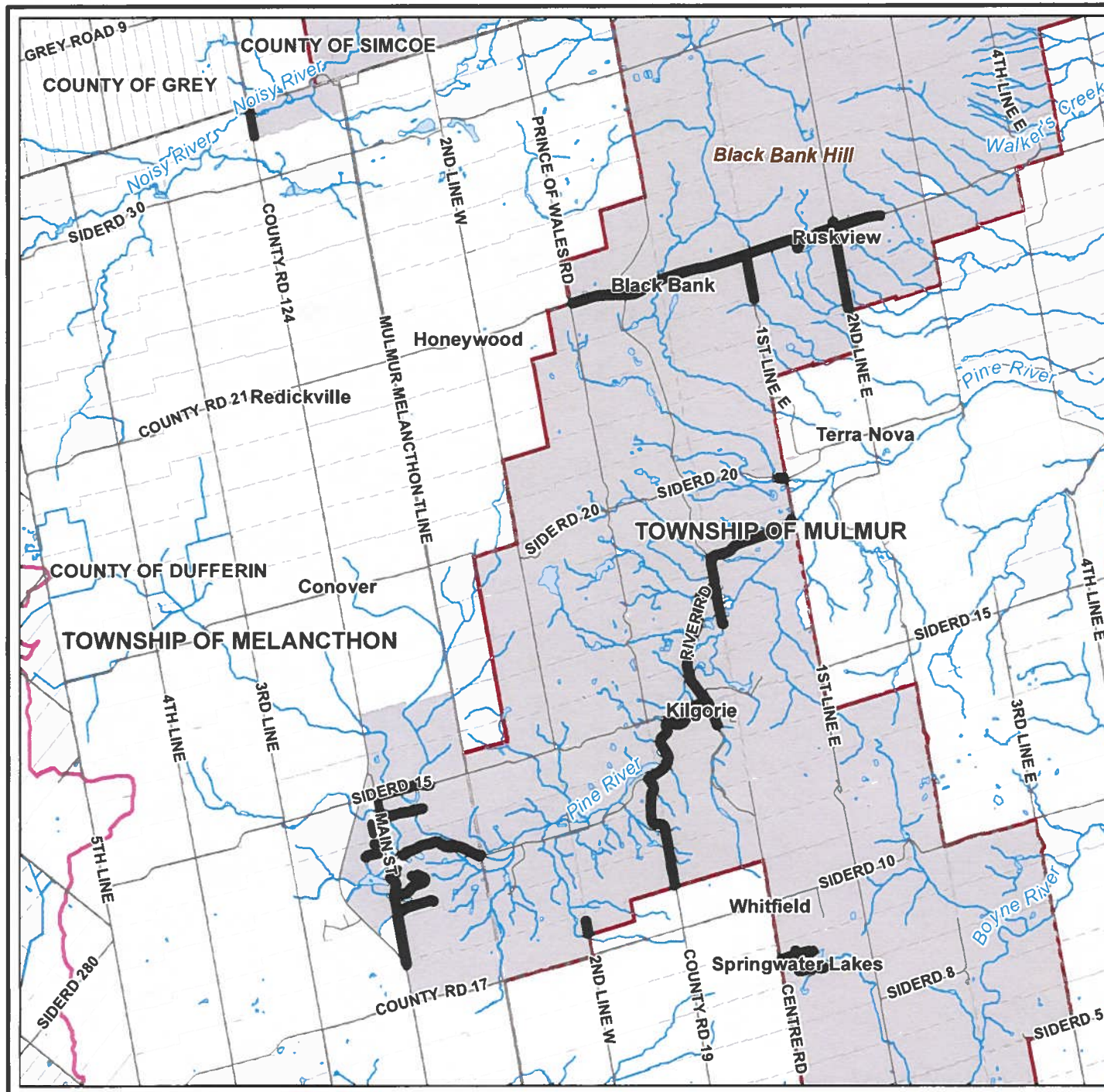
THIS IS NOT A PLAN OF SURVEY.  
This map is illustrative only. Do not rely on it as being a precise indicator of routes,  
location of features, nor as a guide to navigation. Base derived from various sources.  
Map compiled and produced by the Geographic Information Systems  
(GIS) Department of the Niagara Escarpment Commission.  
Ministry of Natural Resources

Ontario

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## Map 2D - Source Protection Vulnerable Areas

EH/tel Networks Inc.  
M/S/2020-2021/497

- Subject Property
- Niagara Escarpment Plan Area
- Area of Development Control
- Roads
- Waterbodies
- Watercourse
- Upper Tier Municipality
- Lower/Single Tier Municipality
- Lot and Concession Boundary
- Source Protection Areas

Area of Development Control Drawn for Convenience Only. Refer to the appropriate Ontario Regulation for an accurate interpretation of the Development Control Area.

Please note that the Source Protection Data is for information purposes only

Scale 1:80,000

0 625 1250 1875 2500

Metres

Printed on Mar 23, 2021

THIS IS NOT A PLAN OF SURVEY.  
This map is illustrative only. Do not rely on it as being a precise indicator of routes, location of features, nor as a guide to navigation. Base derived from various sources.  
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(GIS) Department of the Niagara Escarpment Commission,  
Ministry of Natural Resources

**Ontario**

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## Denise Holmes

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**From:** Karen Landry <klandry@orangeville.ca>  
**Sent:** Thursday, September 22, 2022 9:02 AM  
**To:** Roseann Knechtel; nmartin@amaranth.ca; jkenney@eastgarafraxa.ca; sstone@eastgarafraxa.ca; Denise Holmes; mark.early@townofmono.com; fred.simpson@townofmono.com; Tracey Atkinson; Carolina Khan; jwilloughby@shelburne.ca; dmorrissey@shelburne.ca; mtownsend@townofgrandvalley.ca; Tracy MacDonald  
**Subject:** Towing By-law  
**Attachments:** By-law 2022-079.pdf; CPS-2022-065.pdf

Hello Everyone,

Town of Orangeville Council at its meeting held on September 12, 2022 adopted a by-law to regulate and license towing services.

For your reference, I have attached a copy of the staff report together with the By-law. Please note that the By-law comes into effect on January 1, 2023

For those municipalities that have indicated an interest in adopting and enforcing a uniform by-law a meeting invitation for early December to discuss next steps will be sent out shortly.

If you have any questions, please feel free to give me a call at [REDACTED]

Thanks,

Karen



## **The Corporation of the Town of Orangeville**

### **By-law Number 2022-079**

#### **A by-law to regulate and license towing services operators, tow truck drivers and vehicle storage yard facilities**

**WHEREAS** Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended hereinafter referred to as the "*Municipal Act*" provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under the Act; and

**WHEREAS** Section 8 (3) of the *Municipal Act* authorizes a municipality to provide for a system of licences; and

**WHEREAS** Section 11 of the *Municipal Act* authorizes a municipality to pass a by-law respecting the health, safety and well-being of persons and respecting the protection of persons and property including consumer protection; and

**WHEREAS** sections 9, 11 and 391 of the *Municipal Act* authorizes a municipality to impose fees and charges on persons; and

**WHEREAS** section 23.1, 23.2 and 23.3 of the *Municipal Act* authorizes a municipality to delegate its powers and duties under the Act to a person; and

**WHEREAS** Section 151 of the *Municipal Act*, provides that a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) licence, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and

**WHEREAS** Section 155 of the *Municipal Act*, authorizes a local municipality with respect to owners and drivers of tow trucks and other vehicles used for hire to establish rates or fares to be charged for the conveyance of property or passengers either wholly within the municipality or from any point in the municipality to any point outside the municipality and provide for the collection of the rates or fares charged for the conveyance; and

**WHEREAS** Section 425 (1) of the *Municipal Act* authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of a municipality passed under the *Municipal Act* is guilty of an offence; and

**WHEREAS** Section 431 of the *Municipal Act* authorizes that where any by-law of a municipality under the *Municipal Act* is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted and requiring the person convicted to correct the contravention; and

**WHEREAS** section 436 of the *Municipal Act* authorizes a municipality to pass a by-law providing that the municipality may enter on land to conduct inspections; and

**WHEREAS** sections 444 and 445 of the *Municipal Act* authorizes a municipality to make orders to discontinue, or to correct, the contravention of a by-law; and

**WHEREAS** section 446 of the *Municipal Act* authorizes a municipality to do a matter or thing in default of it being done by the person directed or required to do it; and

**WHEREAS** the Council for the Town of Orangeville deems it desirable and in the public interest to enact a by-law to regulate and license tow truck drivers, towing services operators and vehicle storage yard facilities;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ORANGEVILLE HEREBY ENACTS AS FOLLOWS:**

## **1. DEFINITIONS**

### **1.1 In this By-law:**

**"Applicant"** means a person who files an application for a licence;

**"Appeal Tribunal"** means a Committee or an individual appointed by Council to conduct hearings under this By-law;

**"Clerk"** means the Clerk for the Town or any person designated by the Clerk;

**"Collision"** means where a motor vehicle has been in a collision with another motor vehicle(s) or struck an object or was struck by an object, or turned over, and

in all cases did receive damage or was damaged, was disabled by fire or any other similar situation or accident;

**"Commercial Motor Vehicle"**, unless otherwise defined by provincial regulation, means a **motor vehicle** having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a **highway**;

**"CVOR"** means a commercial vehicle operator's registration issued by the Province of Ontario;

**"County"** means the Corporation of the County of Dufferin and its land within the geographic limit of the County as the context requires;

**"Criminal Record Check"** means a criminal record check issued by an Ontario Police Service;

**"Customer"** means the registered owner of a **motor vehicle**, his or her agent or any person lawfully in possession of the **motor vehicle**;

**"Drive"** in relation to a **tow truck**, means to drive, use or otherwise operate a **tow truck**;

**"Driver's Abstract"** means a driver's abstract issued by the Province of Ontario;

**"GVWR"** means the maximum total **motor vehicle** rated capacity, as rated by the chassis manufacturer specification stamp on the **motor vehicle**;

**"Highway"** includes a common and public highway, street, avenue, parkway, driveway, square, place, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

**"Highway Traffic Act"** means *Highway Traffic Act, R.S.O. 1990, c. H. 8*, as amended;

**"Licence"** means a licence issued pursuant to this By-law;

**"Licence Issuer"** means a **Town** employee responsible for issuing a **licence**;

**"Licensee"** means a **person** issued a current valid **licence**;

**"Motor vehicle"** includes an automobile, motorcycle, a motor assisted bicycle unless otherwise indicated in the **Highway Traffic Act**, and any other vehicle propelled or driven otherwise than by muscular power including a truck and trailer, but does not include a street car or other motor vehicle running only upon rails, a power-assisted bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine;

**"Officer"** means a police officer, municipal law enforcement officer, or any other person appointed by by-law to enforce the provisions of this By-law;

**"Owner"** means a **person** who, alone or with others, fits into any one or more of the following categories:

- (a) is the owner of the **tow truck** or business;
- (b) has control over the **tow truck** or business;
- (c) directs the operation of the **tow truck** or business;

**"Ownership"** means the **person** endorsed under the vehicle portion of a provincial permit according to the records maintained by the Registrar of Motor Vehicles for the Province of Ontario;

**"Person"** includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

**"Plate"** means a numbered plate or decal issued by the **Licence Issuer**;

**"Premise"** means a lot, yard, building, structure, facility or land or portion thereof and includes a **motor vehicle**;

**"Rates"** mean:

- (a) the amount to be charged in accordance with this by-law; or
- (b) the amount charged for **towing services** and **motor vehicle** storage in accordance with rates submitted to the **Licence Issuer**;

**"Rate Sheet"** means a document that contains the maximum **rates** that may be charged in accordance with this by-law;

**"Solicit"** means to appeal for a hire by sound, words, signs, or gestures;

**"Tow Truck"** means:

- (a) a **motor vehicle** commonly known as a tow truck;
- (b) a **commercial motor vehicle**, with a flatbed that can tilt to load and this is used exclusively to tow or transport other **motor vehicles**; and
- (c) a **motor vehicle** that is designed, modified, configured or equipped so that it is capable of **towing** other **motor vehicles**;

but does not include:

- (a) an off-road vehicle, as defined in section 1 of the *Off-Road Vehicles Act*;
- (b) a **motor vehicle** that is used for personal purposes only and that is used infrequently to tow, for no compensation, another **motor vehicle** that is also used for personal purposes only;
- (c) a motor home that is used for personal purposes only and that is towing another **motor vehicle** that is for the use of the driver of the motor home for personal purposes only;
- (d) a commercial motor vehicle, as defined in subsection 1 (1) of the **Highway Traffic Act**, towing one or more **motor vehicles** using the saddlemount configuration;

**"Tow Truck Driver"** means a **person** who **drives** a **tow truck** for the purpose of providing **towing services**:

**"Tow"** or **"Towing"** includes:

- (a) the transportation of a **motor vehicle** using a **tow truck**;
- (b) any ancillary activity such as lifting a **motor vehicle** for the purposes of loading, towing and transporting it or placing it onto a truck or trailer for the purpose of towing or transporting; or
- (c) providing roadside assistance services to a **motor vehicle**;

**"Towing Services"** includes:

- (a) **towing**, recovery or transportation in respect of a **motor vehicle** that is disabled, abandoned, impounded, seized, damaged, incomplete or inoperable or that requires removal from a location for any other reason;
- (b) clearing debris from a **collision** on a **highway**;

**"Towing Services Operator"** means the **owner** of a **towing services** business;

**"Town"** means the Corporation of the Town of Orangeville and its land within the geographic limit of the Town as the context requires;

**"Vehicle Storage Yard Operator"** means an **owner** of a **vehicle storage yard facility**;

**"Vehicle Storage Yard Facility"** means a **premise** used to provide vehicle storage services but does not include accessory vehicle storage at a public garage or a parking lot or a parking area that is accessory to a permitted use in a municipal zoning by-law;

**"Zoning By-law"** means any by-law passed by a municipality pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P.13, as amended.

## 2. GENERAL ADMINISTRATION AND EXEMPTIONS



- 2.1 The Short Title of this By-law is the "Towing Services and Vehicle Storage Yard Facility By-law".
- 2.2 This By-law applies throughout the whole of the **Town**.
- 2.3 The provisions of this By-law do not apply to activities or matters undertaken by the **Town** or the **County** or a local board of the **Town** or the **County**.

### **3. GENERAL PROHIBITIONS AND REGULATIONS**

- 3.1 No **person** shall own, **drive**, operate or permit the operation of a **tow truck** without a valid **licence**.
- 3.2 No **person** shall own, operate or permit the operation of a **vehicle storage yard facility** without a valid **licence**.
- 3.3 No **person** shall own, operate, provide or permit the operation or offer to provide **towing services** without a valid **licence**.
- 3.4 No **person** shall carry on business other than in the name that appears on a **licence**.
- 3.5 No **person** shall alter, erase or modify or permit such alteration, erasure or modification of a **licence**.
- 3.6 No **person** shall represent to the public that the **person** is licensed under this By-law if the **person** is not so licensed.
- 3.7 No **person** shall employ or engage the services of a **tow truck driver** that does not have a valid **licence**.
- 3.8 No **person** shall own, operate, **drive** or permit the operation of a **tow truck** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.9 No **person** shall own, operate, provide or permit the operation or offer to provide **towing services** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.10 No **person** shall own, operate or permit the operation of a **vehicle storage yard facility** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.11 No **person** shall alter a consent form after it has been signed by the parties, unless both parties agree to the alteration and the alteration is initialled by both parties.



3.12 No **person** shall own, **drive**, operate, or permit the operation of a **tow truck** without a valid **plate** affixed to the **tow truck** in accordance with the provisions and requirements of this By-law.

3.13 No **person** shall recover or receive any payment for **towing services** or **vehicle storage yard facility services** greater than the **rates** prescribed by this By-law except for a tip, gratuity or credit card service charge.

3.14 No **person** shall **solicit** to provide **towing services**, or park or stop a **tow truck**, on a **highway** within two hundred (200) metres of:

- (i) the scene of a **collision** or apparent **collision**;
- (ii) a **motor vehicle** involved in a **collision**

if there is a sufficient number of **tow truck(s)** already at the scene to deal with all **motor vehicles** that apparently require **towing services** or unless requested to do so by a police officer or a **person** involved in the **collision**.

#### 4. APPLICATION FOR A LICENCE

4.1 A **person** making an application for a **licence** or renewal of a **licence** shall submit to the satisfaction of the **Licence Issuer**:

- (a) a complete application in the form provided by the **Town**;
- (b) where the **applicant** is a corporation, a copy of the articles of incorporation or other incorporating documents issued by the Province of Ontario or the Government of Canada, and the business name registration, when applicable;
- (c) where the **applicant**, is a sole proprietor, a copy of the business name registration, when applicable;
- (d) where the **applicant**, is a registered partnership, a copy of the registered declaration of partnership, the names and addresses of each member of the partnership as well as name under which the partnership intends to carry on business and a copy of the business name registration;
- (e) the applicable **licence** fee;
- (f) any documents, and obtain all required approvals and inspections from the appropriate approval authority having jurisdiction as outlined on the applicable Schedule to this By-law;
- (g) where an **applicant** or **licensee** has an interest, either directly or indirectly, in any **premise** used for the storage or impounding of a **motor vehicle** or in any business or operation involving the storage or repair and servicing of a **motor**

**vehicle**, full information as to the location and type of **premise** in which such **applicant** or **licensee** has an interest, and the nature and extent of the interest shall be disclosed to the **licence issuer**;

(h) any other documents as may be required by the **License Issuer**.

4.2 Notwithstanding section 4.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in sections 4.1 (b), 4.1 (c) or 4.1 (d) provided no changes have occurred in the information contained in those documents.

4.3 A **person** making application for the renewal of a **licence** shall submit a complete application and all required documents fourteen (14) days prior to the expiry of the current **licence**.

## **5. FEES**

5.1. A fee for a **licence**, inspection, approval required, or replacement of a **licence** or **plate** shall be as prescribed in Schedule I of this By-law.

## **6. DELEGATED AUTHORITY**

6.1 The **Licence Issuer** is hereby delegated authority to administer this By-law and to issue a **licence** in accordance with the provisions of this By-law and the applicable Schedules to this By-law.

6.2 The **Licence Issuer** is hereby delegated authority to impose additional terms and conditions on a **licence** that in the opinion of the **Licence Issuer** are reasonable and taking into consideration:

(a) the health, safety and well-being of **persons**;

(b) the past conduct of an **applicant** or **licensee**.

6.3 The **Licence Issuer** is hereby delegated authority to revoke, suspend, refuse to issue, or refuse to renew a **licence**, where the **applicant** or **licensee** would not be entitled to a **licence**, or to the renewal of a **licence**, on any grounds set out in this By-law.

6.4 The **Licence Issuer** may cancel a **licence** at any time upon the written request of the **licensee** or upon the ceasing of the use of a **commercial motor vehicle** as a **tow truck**.

6.5 The **Licence Issuer** may transfer a **licence** upon being satisfied that all requirements of this By-law have been met.

6.6 The **Licence Issuer** shall not issue or renew a **licence** to a **person** that does not meet the threshold criteria established by **Town** policies or written procedures.

6.7 The **Licence Issuer** shall not issue or renew a **licence** to a **person** that has:

- (a) two or more related convictions within the last year concerning the licensed business or **person**;
- (b) overdue by-law fines, penalties or other monies owing to the **Town**;
- (c) outstanding property taxes and late payment charges owing to the **Town** for the **premise** subject to the **licence** application, where applicable.

6.8 The **Appeal Tribunal** shall have the same powers as the **Licence Issuer** pursuant to this By-law for the purpose of authorizing the issuing of a **licence**.

## **7. LICENCE**

7.1 A **licence** shall be issued by the **Licence Issuer** upon being satisfied that the requirements of this By-law have been met.

7.2 A **licence** shall expire on the 31st day of January of each year unless otherwise suspended or revoked in accordance with the provisions of this By-law.

7.3 Every **licence** shall remain at all times the property of the **Town** and no **person** shall enjoy a vested right in a **licence** or the continuance of a **licence**.

7.4 The issuing of a **licence** does not relieve a **person** from any responsibility to obtain all other approvals that may be required from any level of government or authority or agencies thereof having jurisdiction.

7.5 No corporation may be licensed as a **Tow Truck Driver**.

7.6 A **licence** is not transferable.

## **8. LICENCE – TERMS AND CONDITIONS - GENERAL**

8.1 A **Licensee** shall notify the **Licence Issuer** within seven (7) days:

- (a) of any change of name, address or any other change to the information related to the **Licence**;
- (b) where the **Licensee** is a corporation, of any change in the names and addresses of officers and directors, the location of the corporate head office and change of ownership of shares;
- (c) where the **Licensee** is a registered partnership, of any change in the names and addresses of each member of the partnership;

and if necessary, the **Licence** shall be returned immediately to the **Licence Issuer** for amendment.

- 8.2 A **Licensee** shall operate in compliance with this By-law, the terms and conditions of a **licence** including the terms and conditions outlined in the applicable Schedule(s) to this By-law and all federal and provincial legislation.
- 8.3 A **Licensee** in carrying out a business licensed under this By-law shall provide services that are free from discrimination and respect all grounds protected by the Ontario Human Rights Code.
- 8.4 A **Licensee** in carrying out a business licensed under this By-law shall not, with respect to any **person** being guided or assisted by a **service animal**:
- (a) refuse to provide service to a **person**;
  - (b) refuse to permit a **person** to enter with the **service animal** into or upon any place or **premise** to which the **Licence** relates; or
  - (c) refuse to permit the **person** and such **service animal** to remain in or upon such place or **premise** by reason only of the presence of such **service animal**.
- 8.5 A **person** who has been issued a **licence** under this By-law shall immediately return:
- (a) a damaged or replaced **plate**;
  - (b) upon ceasing the use of the **commercial motor vehicle** as a **tow truck** the **plate**;
- to the **Licence Issuer**.
- 8.6 A **Licensee** upon the request of the **Licence Issuer** or an **Officer** shall submit:
- (a) a **tow truck** for an inspection;
  - (b) documents and records required to be kept in accordance with this By-law.
- 8.7 A **Licensee** shall take all reasonable precautions to prevent loss of or from, or damage to, any **motor vehicle** that is being **towed**, is being held in a **vehicle storage yard facility** or is otherwise under the control of the **licensee**.
- 8.8 A **Licensee** who, directly or indirectly, has an interest in any of the following shall, in accordance with section 8.9, disclose to a **person** to whom the **licensee** is providing **towing services** or **vehicle storage yard facility** services, the nature and extent of the interest:

- (a) a **vehicle storage yard facility** to which the **motor vehicle** may be towed;
- (b) any other location to which a **motor vehicle** may be towed for repair, storage, appraisal or other similar purpose;
- (c) any **person** to whom the **licensee** refers the **person** to whom the **licensee** is providing the services.

8.9 The disclosure required to be made under section 8.8 must be made before the **licensee** charges for or demands any payment for any of the **towing services** or **vehicle storage yard facility** services.

8.10 A **Licensee** shall accept multiple forms of payment including cash, debit card, credit card and certified cheque.

8.11 A **Licensee** shall keep and maintain all records required to be kept under this By-law for a period of two (2) years unless otherwise provided by this By-law.

8.12 Records required to be kept and maintained in accordance with this by-law for a **tow truck** may be destroyed after six (6) months where the **tow truck** ceases to be operated as a **tow truck**.

## 9. LICENCE – ADMINISTRATIVE SUSPENSIONS

9.1 Where required in accordance with this By-law a **Licensee's**:

- (a) policy of liability insurance expires, is cancelled, or is otherwise terminated;
- (b) provincial driver's licence expires, is cancelled, suspended or revoked; or
- (c) **CVOR** certificate has been suspended or cancelled;

then the applicable **licence** shall be automatically suspended effective on the date of such expiration, cancellation, revocation or termination and shall remain so until such insurance, provincial driver's licence or **CVOR** certificate has been reinstated.

9.2 An administrative suspension of a **licence** without a hearing shall be imposed for fourteen (14) days if the **Licence Issuer** is satisfied that the continuation of the business poses an immediate danger to health and safety of any **person** or to any **premise** or in accordance with Section 10. Before any suspension is imposed, the **Licence Issuer** shall provide the **licensee** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.

9.3 An administrative suspension imposed under Section 9.2 may be imposed on such conditions as the **Licence Issuer** considers appropriate.

## 10. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

10.1 An **applicant** or **licensee** is entitled to a **licence** upon meeting the requirements of this By-law except where:

- (a) the past or present conduct of any **person**, including any partner, the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the **person** will not carry on or engage in the business in respect of which the application is made in accordance with the law or with honesty or integrity; or
- (b) the **applicant** or **licensee** has past breaches or contraventions of any law or any provision of this By-law or any other municipal by-law or Provincial or Federal Statute associated with the carrying on of such business; or
- (c) the financial position of the **applicant** or **licensee** affords reasonable grounds to believe that the activity for which he is licensed or to continue to be licensed in accordance with law will not be carried on in a financially responsible manner; or
- (d) the **applicant** or **licensee** has failed to pay a fine or fines imposed by a Court for convictions for breach of this or any other municipal by-law; or
- (e) the **applicant** or **licensee** has failed to comply with any term, condition or direction of the **Licence Issuer** or **Officer** or has failed to permit any investigation or inspection by the **Licence Issuer** or **Officer**; or
- (f) the **applicant** or **licensee** has failed to comply with the requirements set out in this By-law or any of the applicable Schedules to this By-law; or
- (g) the issuing of a **licence** would be contrary to the public interest with respect to health and safety or consumer protection; or
- (h) the **applicant** or **licensee** has submitted an application or other documents to the **Town** containing false statements, incorrect, incomplete, or misleading information; or
- (i) the **applicant** or **licensee** is carrying on or engaging in activities on or off the **premise** that are, or will be, if the **applicant** or **licensee** is licensed, in contravention of this By-law, any other applicable law or is dangerous or unsafe; or
- (j) the **applicant** or **licensee** has exhibited discriminatory behaviour against a **person** on any grounds protected by the Ontario Human Rights Code; or
- (k) the **applicant** or **licensee** has not paid the required **licence** fees; or
- (l) in the case of the **applicant** or **licensee** fails to meet the requirements set out in Section 6.6 of this By-law.

- 10.2 The **Licence Issuer** may revoke, suspend, refuse to issue, or refuse to renew a **licence**, where the **applicant** or **licensee** would not be entitled to a **licence**, or to the renewal of a **licence**, on any grounds set out in this By-law.
- 10.3 Where the application for a **licence** has been revoked, suspended or cancelled, the fees paid by the **applicant** or **licensee**, in respect of the **licence**, shall not be refunded.
- 10.4 Where a **licence** has been revoked, suspended, or cancelled the **licensee** shall return the **licence** and **plate** to the **Licence Issuer** within two (2) days of service of the notice of the decision.
- 10.5 When a revoked, suspended or cancelled **licence** and **plate** has not been returned, an **Officer** may enter upon the **premise** for the purpose of receiving, taking or removing the said **licence** and **plate** and no **person** shall refuse to return the **licence** and **plate** or in any way obstruct or prevent the **Licence Issuer** or **Officer** from obtaining the **licence** and **plate**.
- 10.6 No **person** shall re-apply to obtain or renew a **licence** for a minimum of one (1) year from the later of:
- (a) the date of the **Licence Issuer's** decision to refuse to issue, renew or revoke a **licence**;
  - (b) where the decision of the **Licence Issuer** is appealed, the date of the **Appeal Tribunal's** decision if the **Appeal Tribunal** upholds the decision to refuse to issue, renew or revoke the **licence**.

## **11. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION – TERMS AND CONDITIONS – RIGHT TO A HEARING**

- 11.1 With the exception of Section 9, before a **licence** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given by the **Licence Issuer** to the **applicant** or **licensee**.
- 11.2 Notice shall be served to the **applicant's** or **licensee's** last known address or email address filed with the **Town** and shall:
- (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
  - (b) inform the **applicant** or **licensee** of entitlement to a hearing before the **Appeal Tribunal**, if a request in writing for a hearing is returned to the **Clerk** within fourteen (14) days after the date of service of the notice; and

- (c) inform the **applicant** or **licensee** that if no written request is received, the **Appeal Tribunal** may proceed and make any decision with respect to the **licence**.

11.3 On receipt of a written request for a hearing from an **applicant** or **licensee**, the **Clerk** shall:

- (a) schedule a hearing; and
- (b) give the **applicant** or **licensee** notice of the hearing at least twenty (20) days prior to the hearing date; and
- (c) post notice of the hearing on the **Town's** website at least twenty (20) days prior to the hearing date.

11.4 Service of any notice on the **applicant** or **licensee** under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the fourth (4<sup>th</sup>) day after the day of mailing or on the date of personal service or on the date of the email transmission.

## 12. ESTABLISHMENT OF APPEAL TRIBUNAL

12.1 The **Appeal Tribunal** shall hear and render decisions regarding the refusal, revocation or suspension of a **licence**, and the imposing of terms and conditions on a **licence**.

12.2 The decision of the **Appeal Tribunal** shall be final and binding.

## 13. HEARING PROCESS

13.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.

13.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the **Appeal Tribunal** shall hear the **applicant** or **licensee** and every other **person** who desires to be heard, and the **Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision but in any case the decision shall be provided in writing.

13.3 The decision of the **Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed.

13.4 Any authority or permission granted by the **Appeal Tribunal** may be for such time and subject to such terms and conditions as the **Appeal Tribunal** considers advisable and as are set out in the decision.



13.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the **Appeal Tribunal** may proceed with the hearing in his absence, and the **person** shall not be entitled to any further notice of the proceedings.

13.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:

- (a) the **applicant** or **licensee**;
- (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

#### 14. ORDERS

14.1 If an **Officer** has reasonable grounds to believe that a contravention of this By-law or the terms and conditions of a **licence** has occurred, the **Officer** may make an Order requiring the **person** who contravened this By-law or the terms and conditions of a **licence** or who caused or permitted the contravention to occur to:

- (a) discontinue the contravening activity; and/or
- (b) do work or take action to correct the contravention.

14.2 An Order under section 14.1 shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention;
- (b) the location of the **premise** on which the contravention occurred; and
- (c) either:
  - (i) in the case of an Order under section 14.1 (a), the date by which there must be compliance with the Order; or
  - (ii) in the case of an Order under section 14.1 (b), the action to be done and the date by which the action must be done.

14.3 An Order made under this By-law may be served personally, ordinary mail to the last known address or by email transmission to:

- (a) the **person** the **Officer** believes contravened this By-law; and
- (b) such other **persons** affected by the Order as the **Officer** making the Order determines.

14.4 The Order shall be deemed to have been served on the fourth (4<sup>th</sup>) day after the date of mailing or on the date of personal service or on the date of email transmission.

14.5 An **Officer** who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the **premise** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard of the Order shall be deemed to be served on the date of placing the placard.

## **15. ENFORCEMENT AND PENALTY PROVISIONS**

15.1 The enforcement of this By-law shall be conducted by an **Officer**.

15.2 An **Officer** may enter on land or a **premise** at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- (a) the By-law is complied with;
- (b) the **licence**, or the term or condition of a **licence**, or this By-law is complied with;
- (c) a direction or Order made under the *Municipal Act, S.O. 2001, c.25*, as amended, or this By-law is complied with.

15.3 For the purposes of an inspection under this By-law, an **Officer** may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any **person** concerning a matter related to the inspection; and
- (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

15.4 All documents and records shall be kept in a good and business-like manner for review by the **Officer** at their request.

15.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

- 15.6 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the **person** from whom the sample is taken, if the **person** so requests at the time the sample is taken and provides the necessary facilities.
- 15.7 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the **person** from whom the sample was taken.
- 15.8 Every **person** who contravenes any provision of this By-law, including failing to comply with an Order issued pursuant to this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, and the Municipal Act, 2001, as amended.
- 15.9 Every **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention, by the laying of an information under Part III of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended and is found guilty of the offence is liable pursuant to the Municipal Act, 2001, as amended to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
  - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00
- 15.10 Every **person** who is issued a Part 1 offence notice or summons and is convicted is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 15.11 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.
- 15.12 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.
- 15.13 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 15.14 If a **person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **person** convicted.

## 16. SEVERABILITY

16.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

## **17. INTERPRETATION**

17.1 References in this By-law to any statute or statutory provision include references to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.

17.2 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

17.3 The Schedules appended to this By-law are incorporated into and form part of this By-law.

## **18. EFFECTIVE DATE**

18.1 This By-law shall come into effect on January 1, 2023.

READ three times and finally passed  
this 12<sup>th</sup> day of September, 2022.



Sandy Brown, Mayor



Carolina Khan, Clerk

## SCHEDULE 'A' to BY-LAW 2022-079

### TOW TRUCK DRIVER LICENCE REQUIREMENTS

#### 1. APPLICATION REQUIREMENTS

- 1.1 In addition to the requirements set out in Section 4 of this By-law, an **Applicant** or **Licensee** for a **Tow Truck Driver's Licence** or renewal of a **Tow Truck Driver's Licence** shall submit the following to the satisfaction of the **Licence Issuer**:
- (a) proof of being at least 18 years of age;
  - (b) proof of either:
    - i) Canadian Citizenship;
    - ii) Landed immigrant status; or
    - iii) a valid work permit to work as a driver issued by the Government of Canada; or
    - iv) other documentation substantiating permission to legally work in Canada;
  - (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
  - (d) a **Driver's Abstract** dated within the previous sixty (60) days;
  - (e) a **Criminal Record Check** dated within the previous sixty (60) days;
  - (f) a current photograph of passport quality of himself in a format as prescribed by the **Licence Issuer**;
  - (g) where an **applicant** or **licensee** is not the owner of the **motor vehicle** used as a **tow truck**, correspondence from a **towing services operator** of his employment as a **tow truck driver**.
- 1.2 Notwithstanding section 1.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in section 1.1 (b) and 1.1 (g) provided no changes have occurred in the information contained in those documents.
- 1.3 An **applicant** or **licensee** for a **tow truck driver's licence** shall be able to communicate to the extent necessary to perform his duties under this By-law.

## **SCHEDULE 'B' to BY-LAW 2022-079**

### **TOW TRUCK DRIVER LICENCE TERMS AND CONDITIONS**

#### **1. DUTIES AND RESPONSIBILITIES**

##### **1.1 A tow truck driver shall:**

- (a) carry and have in their possession at all times when **driving a tow truck**:
  - i) their Ontario Driver's Licence;
  - ii) their **licence**;
  - iii) **motor vehicle ownership**;
  - iv) valid insurance;
  - v) **CVOR** certificate;
  - vi) **rate sheet**;
- (b) immediately report to the **Licence Issuer** and the **towing services operator** a **collision** or other incident involving a **tow truck** that:
  - i) resulted in injury to or the death of any **person**;
  - ii) is required to be reported under section 199 of the **Highway Traffic Act**;
- (c) comply with any direction given by a police officer, paramedic or firefighter who is present at the scene of a **collision**;
- (d) clear debris from a **collision** on a **highway**;
- (e) ensure that the **tow truck** is equipped with a lamp that:
  - i) is capable of producing intermittent flashes of amber light;
  - ii) is used during the time the **tow truck** is stopped on the **highway** for the purpose of **towing**;
- (f) ensure that the **tow truck** is equipped with either flares, lamps or lanterns capable of continuously producing two warning lights or portable reflectors, the light from each of which are visible from a distance of at least one hundred and fifty (150) metres;
- (g) ensure that during the time the **tow truck** is stopped on a **highway** for the purpose of **towing**, adequate measures are taken to ensure that the **tow truck**, the **motor vehicle** and the **tow truck driver** are visible to other drivers;
- (h) ensure that during the time the **tow truck** is stopped on a **highway** and the **tow truck driver** is outside of the **tow truck**, the **tow truck driver** and any

**person assisting a tow truck driver is outside of the tow truck shall immediately wear:**

- i) **apparel that meets the requirements for Class 2 or 3 in Standard Z96-15 (R2020), entitled "High Visibility safety apparel" published by the Canadian Standards Association, as amended from time to time;**
  - ii) **safety boots;**
- (i) **ensure that any time the tow truck is used to tow a motor vehicle:**
- i) **all equipment, components and devices used to tow the motor vehicle are in good working order;**
  - ii) **the load on any boom, hook, pulley, stinger, sling, belt, fork or other similar device used to elevate part of the motor vehicle does not exceed any working load limit or weight rating set by the manufacturer of the device;**
  - iii) **if the equipment used to tow a motor vehicle includes a chain or strap;**
    - a. **the chain or strap has been marked by the manufacturer with a working load limit that remains visible on the chain or strap;**
    - b. **the load on the chain or strap does not exceed its working load limit**
  - iv) **if a tow truck tows a motor vehicle by elevating the motor vehicle with the use of a dolly, cradle or other similar device, the motor vehicle is secured to the dolly, cradle or other similar device in a manner that prevents the motor vehicle from shifting its direction in relation to the device or from falling or detaching from the device.**
- (j) **ensure the safe operation of the tow truck and proper use of equipment and lighting;**
- (k) **be knowledgeable and skilled in the use of equipment to prevent unnecessary delays, hazards or damage to property;**
- (l) **take due care not to damage a motor vehicle;**
- (m) **tow the motor vehicle by taking the shortest route to a licensed vehicle storage yard facility in the County or other motor vehicle drop off location as directed by the customer;**
- (n) **when the tow is initiated without the express consent of the motor vehicle owner, deliver the motor vehicle to the nearest open licensed vehicle storage yard facility and notify the customer who authorized the tow (if applicable), and record their contact information;**

- (o) contact the **customer**, if the **motor vehicle** is delivered to a location other than what was identified on an estimate provided to the **customer** who initiated the tow;
  - (p) provide a **vehicle storage yard facility operator** with the contact information the **customer** provided on the tow estimate;
  - (q) be civil, behave courteously and refrain from using profanity.
- 1.2 A **Tow Truck Driver** may tow a **motor vehicle** to an interim location for safety, but that secondary location must be reasonably close, and additional fees cannot be charged related to the interim location.
- 1.3. A **Tow Truck Driver** shall not:
- (a) take, consume or have in his possession any alcohol, drugs or intoxicants while he is the **driver** of the **tow truck**;
  - (b) operate a **tow truck** when his ability to perform his duties is impaired by fatigue, illness or otherwise;
  - (c) attempt to obtain consent for **towing services** in respect of a **motor vehicle** if another licensed **tow truck driver** has already obtained consent to provide **towing services** for that **motor vehicle**;
  - (d) tow a **motor vehicle** that can be driven unless directed by the police or the **person** in lawful possession of the **motor vehicle**;
  - (e) charge for time lost through his own incompetence or defects or inefficiency of the **tow truck**;
  - (f) remove a **motor vehicle** from a **collision** which a report is required by law to be made by police, until a report has been made and the police have stated the **motor vehicle** is no longer required to remain at the scene;
  - (g) operate a **tow truck** that is unsafe, defective, or does not meet the requirements of Regulation 199/07 and 420/22 of the **Highway Traffic Act**;
  - (h) chase a call or **towing service**;
  - (i) permit a passenger in the **tow truck** unless:
    - i) the passenger's **motor vehicle** is being towed;
    - ii) the passenger is participating in on-the-job training;
    - iii) the **person** is travelling as a passenger for the purpose of assisting the **tow truck driver** in carrying out **towing services**;



- iv) the **tow truck** is being driven for a purpose other than towing a **customer's motor vehicle** or seeking to provide **towing services**.

1.4 A **Tow Truck Driver** shall not:

- (a) provide a referral to a **customer** for a salvage yard, repairer, storage yard, garage, legal service, healthcare service, rental car service or vehicle sales operation unless requested by the **customer**;
- (b) receive or pay a fee in exchange for referring a **customer** to a service.

1.5 If a **customer** requests a recommendation, a **licensee** must inform the **customer** of any business relationships they have with the service for which they are referring.

**2. RATES, CONSENT, ESTIMATE AND INVOICE**

2.1 A **tow truck driver** shall:

- (a) obtain from a **customer** a signed consent form to tow the **motor vehicle**;
- (b) provide to a **customer** a completed estimate form prior to providing a **towing service**;
- (c) not modify an estimate unless the **customer** requests a change;
- (d) provide an invoice upon completion of a **towing service**.

2.2 A consent form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) standard list of **rates**
- (e) signature line

2.3 An estimate form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) **rates**
- (e) signature line

2.4 An estimate is not required if a **towing service** is lawfully initiated without a **customer's** consent under provincial legislation.

2.5 An invoice shall contain the following:

- (a) **tow truck driver's name**
- (b) **towing services operator** name and contact information
- (c) location of where the **motor vehicle** was picked up and dropped off including the name and contact number of the **vehicle storage yard facility**
- (d) the make, model, vehicle identification number and licence number of the **motor vehicle** towed
- (e) the date and time when **towing services** commenced or are to commence;
- (f) a unique invoice number
- (g) a statement that payment may be made by cash, debit card, credit card and certified cheque;
- (h) applicable **rates** for **towing services** provided
- (i) the total amount owed including taxes;

2.6 A consent form and an estimate form may be combined provided a separate signature line is provided for the **customer** to give consent and acknowledge the estimate.

2.7 An estimate form may also be used as an invoice provided a separate signature line is provided for the **customer** to acknowledge the work was completed, and the amount charged is the same as the estimate.

2.8 A **tow truck driver** shall not:

- (a) charge additional fees when the tow destination is changed and contract amended, other than those related to the distance the **motor vehicle** is towed;
- (b) charge for preparing an estimate or an invoice.

## SCHEDULE 'C' to BY-LAW 2022-079

### TOWING SERVICES OPERATOR LICENCE REQUIREMENTS

#### 1. APPLICATION REQUIREMENTS

1.1 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Towing Services Operator's Licence** or renewal of a **Towing Services Operator's Licence** shall submit the following to the satisfaction of the **Licence Issuer**:

- (a) proof of being at least 18 years of age;
- (b) proof of either:
  - i) Canadian Citizenship;
  - ii) Landed immigrant status; or
  - iii) a valid work permit to work as a driver issued by the Government of Canada; or
  - iv) other documentation substantiating permission to legally work in Canada;
- (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
- (d) a **Criminal Record Check** dated within the previous sixty (60) days;
- (e) a copy of a valid **CVOR** Certificate;
- (f) a copy of the **motor vehicle ownership**;
- (g) provide proof of third party **motor vehicle** liability insurance for the **tow truck** which shall:
  - i) be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;
  - ii) insure against loss or damage resulting from bodily injury to or the death of one or more **persons**, or from loss or damage to property resulting from any one accident and include provision for passenger hazard, with limits of not less than two million dollars (\$2,000,000) per occurrence;
  - iii) be endorsed to include all **persons** who have any interest in the **tow truck**;

(h) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:

- i) coverage against liability resulting from bodily injury to or the death of one or more **persons** and loss or damage to property, in the amount of at least \$2,000,000 exclusive of interest and costs;
- ii) coverage against liability for damage to a **motor vehicle** of the **customer** while in the provider's care, custody or control, in the amount of at least \$100,000;
- iii) cargo liability insurance in the amount of at least \$50,000;

and shall be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;

- (i) a copy of the **rates** to be charged for all **towing services** not identified in Schedule H;
- (j) a list of all **Tow Truck Drivers** affiliated with the **Towing Services Operator**, which list shall include the following information:
  - i) the name of the **Tow Truck Driver**;
  - ii) the year, make, model and Ontario licence plate number of the **tow truck** operated by the **tow truck driver**;
- (k) a list that outlines all affiliations and all businesses or **premise** owned or used inclusive of **towing services**, storage or repair companies;

1.2 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Towing Services Operator's Licence** or renewal of a **Towing Services Operator's Licence** shall be subject to:

- (a) an inspection conducted by an **Officer** confirming compliance with Schedule E of this By-law.

1.3 Notwithstanding section 1.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in section 1.1 (b) provided no changes have occurred in the information contained in those documents.

## **SCHEDULE 'D' to BY-LAW 2022-079**

### **TOWING SERVICES OPERATOR LICENCE TERMS AND CONDITIONS**

#### **1. DUTIES AND RESPONSIBILITIES**

##### **1.1 A towing services operator shall:**

- (a) keep in full force and effect insurance in accordance with the requirements of this By-law for the **tow truck**;
- (b) keep at all times in the **tow truck**:
  - i) **motor vehicle ownership**;
  - ii) **valid insurance**;
  - iii) **CVOR certificate**;
  - vi) **rate sheet**;
- (c) repair any mechanical defect or exterior body repair of a **tow truck** that is reported to him or known;
- (d) not permit the operation of a **tow truck** that has been in a **collision** until such time as the necessary repairs have been completed;
- (e) keep and maintain all records of repair to the **tow truck** including all invoices for the duration of its operation as a **tow truck**;
- (f) keep for each **tow truck driver** employed or engaged by the **towing services operator**:
  - i) a copy of the **tow truck driver's licence**;
  - ii) a copy of the **tow truck driver's** current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
- (g) when a **driver** ceases to be affiliated with a **towing services operator** notify the **Licence Issuer** within three (3) days of the said termination;
- (h) immediately remove from a **tow truck** being disposed of:
  - i) all identifying decals and markings;
  - ii) all other items which make the **tow truck** appear to the public to be a **tow truck**;
- (i) keep and maintain documents related to:
  - i) **customer complaints**;

- ii) damage to a **customer's motor vehicle**;
  - iii) lease agreements
- (j) include on its website the following:
  - i) business name;
  - ii) civic address;
  - iii) contact information;
  - iv) schedule of **rates**;
  - v) hours of operation
- (k) keep daily a record in written or electronic form details of each **towing service** which includes the following:
  - i) consent form;
  - ii) estimate;
  - iii) invoice;
  - iv) any receipt issued to the **customer**;
  - v) photographs; and
  - vi) description of **towing services** including origin, destination, time and vehicle plate number;
- (l) ensure that an appropriate **tow truck** and **tow truck** equipment are used and not attempt to provide a **towing service** using inadequate or unsafe equipment;
- (m) provide copy of all documents signed by the **customer** to the **customer**;
- (n) shall advise a **customer** when a **motor vehicle** was taken to an interim location for safety reasons;
- (o) be responsible for the operation of a **tow truck** and the conduct of the **tow truck driver**;
- (p) ensure the lamp that produces intermittent flashes of amber light is used during the time that the **tow truck** is stopped on a **highway** for the purpose of providing **towing services**;
- (q) ensure the **tow truck driver** during the time that the **tow truck** is stopped on a **highway** for the purpose of providing **towing services** and the **tow truck driver** is outside the **tow truck** that the **tow truck driver** wears the safety apparel required by this By-law;
- (r) ensure employees adhere to this By-law.

1.2 A **towing services operator** shall not:

- (a) **dispatch a tow truck driver** or a **tow truck** that does not meet the requirements of this By-law;
- (b) **dispatch a tow truck driver** when their ability to perform their duties is impaired by fatigue, illness or otherwise.

**1.3 A Towing Services Operator shall not:**

- (a) provide a referral to a **customer** for a salvage yard, repairer, storage yard, garage, legal service, healthcare service, rental car service or vehicle sales operation unless requested by the **customer**;
- (b) receive or pay a fee in exchange for referring a **customer** to a service.

**1.4 If a customer requests a recommendation, a licensee must inform the customer of any business relationships they have with the service for which they are referring.**

**2. RATES, CONSENT, ESTIMATE AND INVOICE**

**2.1 A towing services operator shall:**

- (a) obtain from a **customer** a signed consent form to tow the **motor vehicle**;
- (b) provide to a **customer** a completed estimate form prior to providing a **towing service**;
- (c) not modify an estimate unless the **customer** requests a change;
- (d) provide an invoice upon completion of a **towing service**.

**2.2 A consent form shall contain the following:**

- (a) **tow truck driver's name**
- (b) **towing services operator name and contact information**
- (c) **tow destination**
- (d) **rates**
- (e) **signature line**

**2.3 An estimate form shall contain the following:**

- (a) **tow truck driver's name**
- (b) **towing services operator name and contact information**
- (c) **tow destination**
- (d) **rates**
- (e) **signature line**

- 2.4 An estimate is not required if a **towing service** is lawfully initiated without a **customer's** consent under provincial legislation.
- 2.5 An invoice shall contain the following:
- (a) **tow truck driver's** name;
  - (b) **towing services operator** name and contact information;
  - (c) location of where the **motor vehicle** was picked up and dropped off including the name and contact number of the **vehicle storage yard facility**;
  - (d) the make, model, vehicle identification number and licence number of the **motor vehicle** towed
  - (e) the date and time when **towing services** commenced or are to commence;
  - (f) a unique invoice number
  - (g) a statement that payment may be made by cash, debit card, credit card and certified cheque;
  - (h) applicable **rates** for **towing services** provided;
  - (i) the total amount owed including taxes;
- 2.6 A consent form and an estimate form may be combined provided a separate signature line is provided for the **customer** to give consent and acknowledge the estimate.
- 2.7 An estimate form may also be used as an invoice provided a separate signature line is provided for the **customer** to acknowledge the work was completed, and the amount charged is the same as the estimate.
- 2.8 A **towing services operator** shall not:
- (a) charge additional fees when a **motor vehicle** is towed to an interim location, the tow destination is changed and contract amended, other than those related to the distance the **motor vehicle** is towed;
  - (b) vary the **rates** charged for similar jobs based on how payment is made;
  - (c) charge for preparing an estimate or an invoice.



## **SCHEDULE 'E' to BY-LAW 2022-079**

### **TOWING SERVICES OPERATOR'S LICENCE TERMS AND CONDITIONS – TOW TRUCK REQUIREMENTS AND EQUIPMENT**

#### **1. DUTIES AND RESPONSIBILITIES**

##### **1.1 A towing services operator shall ensure a tow truck:**

- (a) is clean and maintained in a good repair and free from interior damage and exterior body damage;
- (b) has firmly affixed to the rear exterior passenger side area of the **tow truck**, the **plate** together with the renewal sticker issued by the **Licence Issuer**;
- (c) displays vehicle markings not less than 8 cm in a contrasting colour that includes the:
  - i) company name or registered business name contained on the **licence**, phone number, and a **plate** number for each **tow truck**.
- (d) bears the compliance label required by Motor Vehicle Safety Regulation C.R.C., c. 1038 of the *Motor Vehicle Safety Act*; S.C. 1993, c. 16, as amended.

##### **1.2 A towing services operator shall ensure that a tow truck is equipped with the following:**

- (a) first aid kit;
- (b) a valid fire extinguisher (5lbs or greater);
- (c) with a lamp that:
  - iii) is capable of producing intermittent flashes of amber light;
  - iv) is used during the time the **tow truck** is stopped on the **highway** for the purpose of **towing**;
- (d) flares, lamps or lanterns capable of continuously producing two warning lights or portable reflectors, the light from each of which are visible from a distance of at least one hundred and fifty (150) metres.

##### **1.3 A towing services operator shall ensure that:**

- (e) during the time the **tow truck** is stopped on a **highway** for the purpose of **towing**, adequate measures are taken to ensure that the **tow truck**, the **motor vehicle** and the **tow truck driver** are visible to other drivers;
- (f) during the time the **tow truck** is stopped on a **highway** and the **tow truck driver** is outside of the **tow truck**, the **tow truck driver** and any **person** assisting a **tow truck driver** is outside of the **tow truck** wears:
  - i) apparel that meets the requirements for Class 2 or 3 in Standard Z96-15 (R2020), entitled "High Visibility safety apparel" published by the Canadian Standards Association, as amended from time to time;
  - ii) safety boots.
- (g) any time the **tow truck** is used to **tow a motor vehicle**:
  - i) all equipment, components and devices used to **tow the motor vehicle** are in good working order;
  - ii) the load on any boom, hook, pulley, stinger, sling, belt, fork or other similar device used to elevate part of the **motor vehicle** does not exceed any working load limit or weight rating set by the manufacturer of the device;
  - iii) if the equipment used to **tow a motor vehicle** includes a chain or strap;
    - a. the chain or strap has been marked by the manufacturer with a working load limit that remains visible on the chain or strap;
    - b. the load on the chain or strap does not exceed its working load limit
  - iv) if a **tow truck tows a motor vehicle** by elevating the **motor vehicle** with the use of a dolly, cradle or other similar device, the **motor vehicle** is secured to the dolly, cradle or other similar device in a manner that prevents the **motor vehicle** from shifting its direction in relation to the device or from falling or detaching from the device.

## **SCHEDULE 'F' to BY-LAW 2022-079**

### **VEHICLE STORAGE YARD FACILITY LICENCE REQUIREMENTS**

#### **1. APPLICATION REQUIREMENTS**

1.1 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Vehicle Storage Yard Facility Licence** or renewal of a **Vehicle Storage Yard Facility Licence** shall submit the following to the satisfaction of the **Licence Issuer**:

- (a) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:
  - i) coverage against liability resulting from bodily injury to or the death of one or more **persons** and loss or damage to property, in the amount of at least \$2,000,000 exclusive of interest and costs;
  - ii) coverage against liability for damage to a **motor vehicle** of the **customer** while in the provider's care, custody or control, in the amount of at least \$100,000;
  - iii) cargo liability insurance in the amount of at least \$50,000;

and shall be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;

- (b) a **Criminal Record Check** dated within the previous sixty (60) days;
- (c) provide a list of any other businesses operating on the **premise**;
- (d) a copy of the **rates** to be charged for all services not identified in Schedule H.

1.2 In addition to the requirements set out in Section 4 of this By-law the issuing of a **Vehicle Storage Yard Facility Licence** or renewal of a **Vehicle Storage Yard Facility Licence** is subject to the following:

- (a) confirmation that the **premise** where the **vehicle storage yard facility** operates from is in compliance with any applicable **Zoning By-law** and **Site Plan Agreement**.

## **SCHEDULE 'G' to BY-LAW 2022-079**

### **VEHICLE STORAGE YARD FACILITY LICENCE TERMS AND CONDITIONS**

#### **1. DUTIES AND RESPONSIBILITIES**

##### **1.1 A vehicle storage yard facility operator shall:**

- (a) keep in full force and effect insurance in accordance with the requirements of this By-law;
- (b) operate, maintain and keep the **vehicle storage yard facility** in a state of good repair;
- (c) ensure areas accessible to the public are kept clean and free of hazards;
- (d) maintain in clean and orderly condition pursuant to legislative requirements regarding retention periods for damaged materials and vehicles in accidents;
- (e) protect the **motor vehicles** that are stored on the **premise**;
- (f) have clearly visible signage posted at the **vehicle storage yard facility** that contains:
  - i) business name;
  - ii) civic address;
  - iii) contact information;
  - iv) **rates**;
  - v) hours of operation
- (g) communicate the hours of operation of the **vehicle storage yard facility** via voicemail and email replies;
- (h) include on its website the following:
  - i) business name;
  - ii) civic address;
  - iii) contact information;
  - iv) **rates**;
  - v) hours of operation
- (i) be reachable by **customers** for at least 8 hours per day and operate for at least five (5) business days per week;
- (j) facilitate the return of the **motor vehicle** within the same business day the **customer** requests it;

- (k) provide a copy of all documents signed by the **customer** to the **customer**;
- (l) take photos upon arrival of each **motor vehicle** that clearly depict the condition of its front, sides, and rear;
- (m) document information received from a **tow truck driver** or **customer** who drops off a **motor vehicle**;
- (n) post **licence** on the **premise**.

1.2 A **vehicle storage yard facility operator** shall create and maintain in written or electronic form a register which shall include:

- (a) the date, time of receipt of a **motor vehicle**;
- (b) a description of the **motor vehicle**;
- (c) the contact information of the **customer**;
- (d) the name of the **Tow Truck Driver** and the **plate** number of the **tow truck** dispatched;
- (e) when the **motor vehicle** left the **vehicle storage yard facility**.

1.3 A **vehicle storage yard facility operator** shall keep the following records:

- (a) for each **motor vehicle** stored:
  - i) consent form;
  - ii) invoice;
  - iii) any receipt issued to the **customer**;
  - iv) any notice sent to the **customer**;
  - v) photographs
- (b) documents related to **customer** complaints;
- (c) records of damage to a **customer's motor vehicle**;
- (d) **rates**.

1.4 A **vehicle storage yard facility operator** shall not:

- (a) use a **vehicle storage yard facility** for the purpose of servicing or repairing a **motor vehicle**;
- (b) store a **customer's motor vehicle** at or require a **customer** to attend a location other than a licensed **premise**;

- (c) charge fees for the movement of a **motor vehicle** around or within the **vehicle storage yard facility**, once delivered;
- (d) charge fees for storing a **motor vehicle** for one (1) or more consecutive business days on which the **vehicle storage yard facility** is available for service for less than eight (8) hours if the **customer** pays for and collects the **motor vehicle** on or before the **vehicle storage yard facility operator's** next business day;
- (e) vary the fees charged for similar jobs based on how costs will be paid.

## 2. RATES, CONSENT AND INVOICE

- 2.1 A **vehicle storage yard facility operator** shall immediately upon receipt of a **motor vehicle** contact the **customer** to obtain a signed consent form to store the **motor vehicle**.
- 2.2 A consent form shall contain the following:
  - (a) name of the **vehicle storage yard facility** and contact information
  - (b) **rates**
  - (c) signature line
- 2.3 A **vehicle storage yard facility operator** shall provide a **customer** an invoice at the completion of the storage period.
- 2.4 An invoice shall contain the following:
  - (a) **vehicle storage yard facility operator's** name and contact information
  - (b) location of where the **motor vehicle** was stored;
  - (c) the make, model, vehicle identification number and licence number of the **motor vehicle** stored
  - (d) the date and time when vehicle storage services commenced or are to commence;
  - (e) a unique invoice number
  - (f) a statement that payment may be made by cash, debit card, credit card and certified cheque;
  - (g) applicable vehicle storage services rates;
  - (h) the total amount owed including taxes.

## **SCHEDULE 'H' to BY-LAW 2022-079**

### **TOWING SERVICES RATES**

1. The following are the maximum **rates** for **towing services** for a **motor vehicle** not exceeding a **GVWR** of 2,725 kg/6,000 lbs and **vehicle storage yard facility** services:

<b>Service</b>	<b>Rate</b>
Collision Flat Rate includes dollies	\$400.00
Non-collision Flat Rate	\$175.00
Mileage	\$3.25 per kilometer
Winching	\$120.00
Motor Vehicle Storage	\$60.00 per day

2. Mileage at the rate noted above may be charged in addition to the **rates** noted above when a **customer** requests the **motor vehicle** to be towed to a location outside the **County** limits.
3. A service which is not identified above shall be in accordance with the **rates** submitted by the **applicant** or **licensee** to the **Licence Issuer**.
4. Commencing January 1, 2024 the above rates will be adjusted annually using the CPI and Inflation Rates for Ontario for the month of November.

## **SCHEDULE 'I' to BY-LAW 2022-079**

### **FEEES**

1. The table below outlines the fees payable under this By-law:

<b>Licence or Other</b>	<b>Annual Fee</b>
Tow Truck Driver	\$70.00
Towing Services Operator	\$560.00
Vehicle Storage Yard Facility	\$180.00
Replacement Plate	\$20.00
Replacement Licence	\$20.00
Replacement Tow Truck	\$150.00



2022-319

Moved: Councillor Taylor

Seconded: Councillor Post

That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received;

And that Council pass a by-law to regulate and license towing services and vehicle storage yard facilities;

And that staff report back with respect to storage rates for medium and heavy duty vehicles, clean-up rates, and licensing of medium and heavy duty vehicles.

Result: Carried

**Subject:** Towing Services and Vehicle Storage Yard Facility By-law  
**Department:** Corporate Services  
**Division:** By-law/Property Standards  
**Report #:** CPS-2022-065  
**Meeting Date:** 2022-09-12

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### **Recommendations**

#### **Option 1**

**That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received.**

#### **Option 2**

**That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received;**

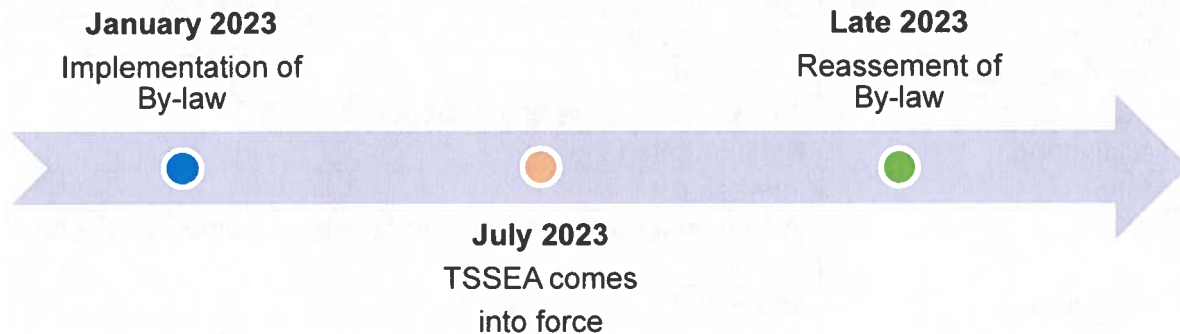
**And that Council pass a by-law to regulate and license towing services and vehicle storage yard facilities.**

### **Background and Analysis**

In 2020, Dufferin OPP initiated discussions with the municipalities in Dufferin County and their respective police service boards regarding the implementation of a uniform towing service by-law to address the increase in complaints regarding chasing, harassment between tow operators, excessive fees and the inability for customers to access their vehicles.

As a result, Council at its meeting held on June 13, 2022, received Report CPS-2022-046, which highlighted the regulations set out in the proposed Towing Services and Vehicle Storage Yard Facility By-law. The report also provided background information in relation to the status of the Provincial review of the towing industry and the Towing and Storage Safety and Enforcement Act, 2021 (TSSEA), which will come into effect in July 2023.

### **Towing Services and Vehicle Storage Yard Facility By-law**



The implementation of the Towing Services and Vehicle Storage Yard Facility By-law is anticipated for January 2023. The proposed framework has been designed to:

- align with the TSSEA, while complementing the existing provincial regulations in the areas of consumer protection, highway and vehicle safety
- provide consumers with consistency in towing services by:
  - prescribing rates for key towing services
  - requiring all other towing service rates to be filed with the Town
- include general licensing provisions that are consistent with the Town's licensing by-laws.

Once the TSSEA comes into effect in July 2023, should Council decide to proceed, staff recommend that the by-law be reassessed in late 2023 to determine:

- whether any amendments are required to ensure that the by-law framework remains aligned with the Provincial legislation
- whether there is duplication in the licensing framework that can be eliminated.

### Responses from Dufferin municipalities

Dufferin municipalities were notified and advised of the proposed by-law and the option to opt-in to the program being developed by the Town, on a cost recovery basis. Staff have communicated with the municipalities in Dufferin throughout this process, providing details of the proposed by-law and timeline for implementation. The chart below summarizes responses received to date, and at this time, three of the seven municipalities have confirmed their interest in participating in the proposed uniform Towing By-law:

<b>Municipality</b>	<b>Response</b>
Amaranth	Not interested
East Garafraxa	Interested
Grand Valley	Will respond at the end of September 2022
Melancthon	Not interested
Mono	Interested
Mulmur	Will consider once all regulations related to the TSSEA are in effect
Shelburne	Interested

### **Dufferin OPP**

The proposed by-law set out a requirement for towing services operators and vehicle storage yard operators to provide proof of being on the Dufferin OPP Towing Services and Storage Operators approved towing service and impound list, as a condition of a licence.

After further review with Dufferin OPP, it is recommended that this requirement be removed from the by-law, as not all towing services are police requested. Without amending the proposed by-law, this requirement would disadvantage towing services operators who choose to provide towing services through contracts with roadside assistance companies or through consumer/owner requests from operating within the municipality. All towing services operators and vehicle storage yard operators will be required to complete the licensing process through the municipality and those interested in participating in the police requested towing program will continue to apply through the OPP's TSSO list application process.

### **Public Meeting**

A public meeting was held on July 13, 2022, to receive feedback and comments in relation to the proposed by-law. The following comments were submitted during and after the meeting:

<b>Comments / Concerns Submitted</b>	<b>Staff Response/ Recommendation</b>
<b>Provincial Legislation – TSSEA:</b>  Why adopt a by-law now. Would make sense to wait until Provincial Legislation comes into effect in 2023  Premature to pass and implement a by-law prior to MTO implementing and unveiling changes across the board for the industry	Adoption of a by-law is at the discretion of Council. The original request to implement a uniform towing by-law throughout Dufferin County was initiated by Dufferin OPP with the municipalities in the County and the respective police service boards.

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>Rates:</b></p> <p>Rates are too low</p> <p>Mileage should not be free</p> <p>New Tecumseth, Essa, and Mississauga should be reviewed</p> <p>Barrie and Newmarket should not have been used as comparators as both areas are contracted for their accident towing and rates are always less</p> <p>Rate comparison should take into account urban and rural settings</p> <p>Include in the by-law an automatic annual adjustment for inflation</p>	<p>Staff have further reviewed the rates of New Tecumseth, Essa, Mississauga, DATA (Dufferin Area Towing Association)-2015, as well as the proposed rates submitted by stakeholders.</p> <p>As a result of this review and taking into consideration the recent increase in rates by Brampton in January 2022 and Caledon in June 2022, staff are recommending that the proposed rates be increased as set out in Attachment #1. The proposed rate increase is in line with the municipal comparators and provides towing services operators with compensation consistent with the surrounding municipalities, while ensuring consumer protection.</p> <p>Staff have incorporated a provision into the by-law to automatically annually adjust towing rates commencing January 2024 using the CPI and Inflation Rates for Ontario for the month of November.</p>

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>General queries regarding proposed by-law regulations:</b></p> <p>Pound licence fee should be a one-time fee per year and not per company that uses that location</p> <p>Why are daily inspections a requirement when CVOR does not require this for tow trucks</p> <p>Will tows from outside the municipality be permitted</p> <p>Clarification of 200 m prohibition for tow trucks within collision scene</p> <p>Equipment section should be updated to include:</p> <ul style="list-style-type: none"> <li>- tow truck to be equipped with: <ul style="list-style-type: none"> <li>- warning light affixed to the service vehicle producing an amber light in a 360 degree manner visible up to 150 metres at all hours of the day/night</li> <li>- one valid fire extinguisher (5lbs or greater)</li> <li>- reverse warning systems</li> </ul> </li> <li>- operator to wear: <ul style="list-style-type: none"> <li>- approved safety shoes at all calls of service</li> <li>- approved safety vest / safety shirt must be worn at all calls of service</li> </ul> </li> </ul>	<p>The vehicle storage yard facility licence is issued to the owner/operator of the facility annually.</p> <p>This requirement has been removed from the by-law and staff suggest it can be reconsidered at such time when all provincial requirements are known.</p> <p>The by-law requires a tow operator to obtain a licence.</p> <p>The by-law was updated to capture all of Section 171(2) of the Highway Traffic Act to clarify that the prohibition applies when there is a sufficient number of tow trucks already at the scene to deal with all vehicles that require service of a tow truck or unless requested to do so by police or person involved in the collision.</p> <p>As a result of removing the requirement for towing service operators to be on Dufferin OPP's TSSO list, Schedule E of the by-law has been amended and now mirrors the equipment requirements as set out in the Highway Traffic Act which includes requirements for a warning light to be affixed to the tow truck and a safety vest to be available.</p> <p>Staff recommend the inclusion of equipping the tow truck with a fire extinguisher and that safety boots are to be worn by towing services operators at the collision scene.</p> <p>Staff are not recommending that vehicles be equipped with a reverse warning system and suggest it can be reconsidered at such time when all provincial requirements are known.</p>

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>OPP TSSO List:</b></p> <p>Will licensing override the OPP tow rotation list</p> <p>The by-law should not include a stipulation that operators must be on the OPP's TSSO list to be licenced with the Town, as not every aspect of towing has to do with the OPP or their TSSO program</p> <p>Implementation of the by-law will create a duplication of document submission (Town by-law requirements and OPP's TSSO List requirements)</p> <p>OPP rotation should not apply</p> <p>Once by-law is enacted, how will OPP tow rotation list be administered</p>	<p>No. Both organizations will require submission of documentation under their own framework.</p> <p>The requirement for a licensee to provide proof of being on the OPP's TSSO list has been removed.</p> <p>As this is not a town function, queries of this nature should be forwarded directly to the OPP.</p>
<p><b>Miscellaneous:</b></p> <p>The review of various by-laws did not include Wellington County (anti-chasing)</p>	<p>Staff have reviewed Wellington County's by-law and it is specifically for solicitation at an accident scene.</p> <p>There are provisions in the by-law that prohibit a tow truck driver from chasing a call and from soliciting at the scene when there are a sufficient number of tow trucks.</p>

As a result of the feedback received during the public meeting process, staff have:

- updated the Towing Services and Vehicle Storage Yard Facility By-law (Attachment #2) to incorporate the changes that are summarized in the preceding table.



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**Strategic Alignment****Orangeville Forward – Strategic Plan**

Priority Area: Strong Governance

Objective: Transparent and fair decision-making processes

**Sustainable Neighbourhood Action Plan**

Theme: Not applicable

Strategy: Not applicable

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**Notice Provisions**

Stakeholder sessions were held on June 22, 2022, in addition to the public meeting held on July 13, 2022, for which notice was given.

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**Financial Impact**

The proposed licensing fees set out in the by-law are representative of the cost to administer the licensing program and associated enforcement. Attachment #3 summarizes the proposed fees in comparison to other municipalities.

Respectfully submitted

Andrea McKinney  
General Manager, Corporate Services

Prepared by

Karen Landry  
Corporate Services

Reviewed by

Carolina Khan  
Town Clerk, Corporate Services

Prepared by

Carrie Cunningham  
By-law and Property Standards Officer,  
Corporate Services

**Attachment(s):**

1. Proposed Towing Rates and Municipal Comparison
2. Towing Services and Vehicle Storage Yard Facility By-law
3. Proposed Towing Licence Fees and Municipal Comparison





**Nottawasaga Valley**  
Conservation Authority

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## **MEDIA RELEASE**

FOR IMMEDIATE RELEASE

### **Historic Fort Willow Conservation Area comes to life on October 1**

UTOPIA, Ontario (September 22, 2022) – On Saturday, October 1, 2022, visitors will be able to travel back in time at the Historic Fort Willow Conservation Area.

The Festival at Fort Willow is an annual event where visitors experience what life was like pre-European contact, during the Fur Trade and the War of 1812. Reenactors will be dressed in historically accurate clothing and will be demonstrating life as it was during those times."

Visitors will have opportunities to make candles, find out what items were traded between Indigenous Peoples and Europeans, experience first-hand how sailors work on ships, see how food was made by settlers, watch live wood carving demonstrations, chat with the Barrie Garden Club about the 3-sisters Indigenous gardening practices, muster-up and march in the King's army and listen to the cannons roar!

"In the past, this site was used for centuries by Indigenous Peoples, during the Fur Trade and by French explorers as part of a major transportation route known as the Nine Mile Portage," said Kyra Howes, Manager of Lands and Operations. "It was also strategically located as a supply depot during the War of 1812. Both Fort Willow and the Nine Mile Portage are provincial and national historic sites."

The Festival at Fort Willow will be held at the Historic Fort Willow Conservation Area (2714 Grenfel Road, Utopia ON L0M 1T2) on October 1, 2022 from 10 a.m. until 4 p.m. Tickets for the event are \$10 per person or \$35 for a family of 4. Children under 2 years of age are free. Tickets can be purchased at [fortwillow.nvca.on.ca](https://fortwillow.nvca.on.ca).

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

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







## Denise Holmes

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**From:** Sabrina VanGerven <svangerven@townofgrandvalley.ca>  
**Sent:** Thursday, September 22, 2022 11:11 AM  
**To:** angie.cathrae@southbrucepeninsula.com; Sylvia Jones; Carolina Khan; Denise Holmes; Fred Simpson; Jennifer Willoughby; Jessica Kennedy; Michelle Dunne; Mulmur Clerk; Nicole Martin; Tracy Atkinson  
**Subject:** Grand Valley Support Resolution

Good morning,

At the September 13, 2022 regular meeting, Council for the Town of Grand Valley passed the following motion:

### **Resolution 2022-09-14**

Moved by S Miles, Seconded by P Latam

BE IT RESOLVED THAT Grand Valley Council support the resolution passed by the Town of South Bruce Peninsula and therefore be it resolved that the Council of the Town of Grand Valley endorse the following and direct staff to provide a copy of this resolution to The Province of Ontario, The Town of South Bruce Peninsula and municipalities within Dufferin County:

WHEREAS the Province of Ontario and particularly rural areas such as South Bruce Peninsula, are experiencing a severe shortage of physicians, leaving many people without access to medical care; AND WHEREAS when the Province of Ontario realized the shortage of Personal Support Workers, they took progressive action to support Ontario colleges to provide free tuition for students who agreed to enter into this field of study and work;

AND WHEREAS it is recognized that the education costs for a physician can be a deterrent for students contemplating entering the medical field;

AND WHEREAS the Town of South Bruce Peninsula has taken steps to support the recruitment of physicians by earmarking money to hire a recruiter, by monetarily supporting a recruitment Committee and by providing money for new physicians to use to set up office space and for housing; NOW THEREFORE be it resolved that the Town of South Bruce peninsula respectfully requests that the Province of Ontario and Government of Canada recognizes that the shortage in health care workers is not unique to Personal Support Workers but is also relevant to physicians including specialists and general practitioners;

AND THAT in order to support Ontario municipalities and their residents the Provincial and Federal Governments take steps to provide support and subsidy to students entering medical school with the intention of becoming practicing physicians in the Province of Ontario and particularly in underserved rural and northern municipalities;

AND THAT the Provincial and Federal Governments work with Canadian universities to increase the number of students accepted into medical school and residency programs;  
AND THAT the Province expedites the accreditation process for foreign medical practitioners;  
AND FURTHER THAT the Town of South Bruce Peninsula supports whatever protective measures the Provincial and Federal Governments place on the subsidy given to ensure that the students receiving the funding become practicing physicians in the Province of Ontario.

***CARRIED***

If you have any questions or concerns, please do not hesitate to contact me.

Kind regards,  
Sabrina VanGerven



Sabrina VanGerven, CHRP  
Deputy Clerk/Communications Coordinator  
Town of Grand Valley | 5 Main Street North, Grand Valley, ON L9W 5S6  
Tel: (519) 928-5652 | Fax: (519) 928-2275 | [svangerven@townofgrandvalley.ca](mailto:svangerven@townofgrandvalley.ca)

## Denise Holmes

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**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Friday, September 23, 2022 12:00 PM  
**To:** dmilliner@southgate.ca; djones@wellington-north.com; mgivens@pertheast.ca; michael.bradley@brant.ca; bhutchings@brantford.ca; mbaron@mapleton.ca; nmartin@amaranth.ca; blauckner@regionofwaterloo.ca; sstone@eastgarafraxa.ca; Denise Holmes; dwilson@centrewellington.ca; cao@guelph.ca; cao@erin.ca; iroger@get.on.ca; gschwendinger@puslinch.ca; ksnell@northperth.ca; Jane.MacCaskill@halton.ca; Janette.smith@hamilton.ca; mduben@oxfordcounty.ca; cmanley@haldimandcounty.on.ca; al.meneses@norfolkcounty.ca; clerks@brantford.ca; stephen.o'brien@guelph.ca; clerk@hamilton.ca; clerks@brant.ca; csenior@oxfordcounty.ca; eeichenbaum@haldimandcounty.on.ca; lcline@northperth.ca; teresa.olsen@norfolkcounty.ca; graham.milne@halton.ca; regionalclerk@regionofwaterloo.ca; lisa.campion@erin.ca; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca; kokane@centrewellington.ca; sstone@eastgarafraxa.ca; aknight@get.on.ca; lwheeler@mapleton.ca; Denise Holmes; ebell@pertheast.ca; admin@puslinch.ca; lgreen@southgate.ca; kwallace@wellington-north.com  
**Subject:** Grand River CA Progress Report #2 - O.Reg 687/21 under the Conservation Authorities Act  
**Attachments:** GM-09-22-71 - Progress Report 2\_Requirement under OReg 6878\_21.pdf

Greetings Grand River watershed participating municipalities:

Please be advised that at the Grand River CA General Meeting held on September 23, 2022, the General Membership passed the following motion:

*THAT Progress Report #2 be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.*

Accordingly, Progress Report #2 is attached for your information and as official submission to the Ministry. In accordance with O.Reg 687/21 under the *Conservation Authorities Act*, the update will also be posted on our website and circulated separately as official submission to the Ministry of Natural Resources and Forestry.

Should you have any comments on the progress report, or questions regarding the requirement under O.Reg 687/21 to circulate this information to our participating municipalities, please reach out directly to Samantha Lawson.

Eowyn Spencer  
Executive Assistant  
Grand River Conservation Authority

400 Clyde Road, PO Box 729  
Cambridge, ON N1R 5W6  
Office: 519-621-2763 ext. 2240  
Toll-free: 1-866-900-4722

# Grand River Conservation Authority

**Report number:** GM-09-22-71

**Date:** September 23, 2022

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

**Subject:** Progress Report #2- Ontario Regulation 687/21

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## **Recommendation:**

THAT Progress Report #2 be approved, circulated to all participating Grand River watershed municipalities, posted on the Grand River Conservation Authority website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.

## **Summary:**

Not applicable.

## **Report:**

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (February 28, 2022). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under Ontario Regulation 687/21 and identified in GRCA's Transition Plan, the GRCA is providing its Progress Report. Under the Regulation the Progress Reports must include the following;

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and a description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

## **Progress Report Details**

### **1) Municipal Comments/Feedback:**

- Senior staff have met with any requesting participating municipalities' staff and/or councils to provide information on the new regulations, associated requirements and any process updates. At this time, staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services (dated Feb. 28, 2022).

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

- There have been no changes to the Inventory of Programs and Services during the period for Progress Report #2.

- 3) Update on Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:
- At this time, the GRCA is on track with the schedule identified in the GRCA's Transition Plan.
  - GRCA will be hosting virtual webinars in October to watershed municipalities on Category 2 programs and services and proposed next steps for negotiations.
  - GRCA staff are also working on developing a draft template for the Memorandum of Understanding for Category 2 Programs and Services.
  - GRCA staff will continue to work with neighbouring Conservation Authorities (where possible) to help streamline the process of negotiations with shared participating municipalities on Category 2 Programs and Services.
- 4) Difficulties Reaching Transition Plan Milestones:
- At this time, there have not been any difficulties identified in meeting transition plan milestones.

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Natural Resources and Forestry. The Progress Report will also be posted on GRCA's website for public access.

**Financial Implications:**

Not applicable.

**Other Department Considerations:**

Not applicable.

**Submitted by:**

Samantha Lawson  
Chief Administrative Officer

September 26, 2022

Ministry of the Solicitor General  
Hon. Michael Kerzner  
25 Grosvenor Street  
Toronto, ON M7A 1Y6

Sent via email: Michael.kerzner@ontario.ca

Hon. Minister Kerzner:

Re: Grey Highlands Municipal Resolution 2022-571 re: Increased Speeding Fines

Please be advised that the following resolution was passed at the September 7, 2022 meeting of the Council of the Municipality of Grey Highlands.

**2022-571**

**Dane Nielsen, Danielle Valiquette**

**Whereas speeding has become a growing concern on our residential streets;  
and**

**Whereas the culture of driver's is that 20 km/h over the speed limit is  
considered normal; and**

**Whereas the fines for street racing have increased significantly and we have  
seen a reduction in number of charges laid; and**

**Whereas the fines for other speed infractions have remained unchanged; now**

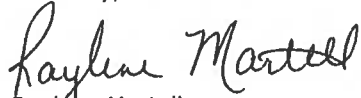
**Therefore be it resolved that the municipality of Grey Highlands lobby the  
Ministry of the Solicitor General to increase the fines for all levels of speeding;  
and**

**That this motion be sent to AMO, ROMA, and all municipalities of Ontario to  
garner support.**

**CARRIED.**

If you require anything further, please contact this office.

Sincerely,



Raylene Martell  
Director of Legislative Services/Municipal Clerk  
Municipality of Grey Highlands

Cc: Association of Municipalities of Ontario  
Rural Ontario Municipalities  
All Ontario Municipalities





*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

## **MEMORANDUM TO COUNCIL**

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

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

**SUBJECT: CANINE CONTROL SERVICES AGREEMENT BETWEEN  
TOWNSHIP OF MELANCTHON AND AGAPIK9 INC.**

**MEETING DATE: OCTOBER 6, 2022**

---

Attached to this Memorandum is an Agreement for Canine Control Services between the Township of Melancthon and AgapiK9 Inc. and a By-law to direct the signing of the Agreement.

The Township of Melancthon has used Olympus K9 for many years as its Dog Control Officer and Pound. In June of this year, the control of the family run business was assumed by the owner's daughter, Patty Slack and with the change of ownership, came a name change and an Agreement for Canine Control Services.

Ms. Slack provided the Township with a draft Canine Control Agreement and the draft Agreement was circulated to the Township's Solicitor and Insurance Company for review and comment. Both parties provided comments and the draft Agreement was amended and circulated to Ms. Slack for her review and comments. Ms. Slack reviewed the Agreement and had no concerns.

I have therefore, prepared a By-law to accompany the Agreement and recommend to Council that the Mayor and Clerk be directed to sign the Agreement between the Township and AgapiK9 Inc.

GB# 17.2.1

OCT 06 2022

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NUMBER \_\_\_\_\_ - 2022**

**BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN  
AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON AND AGAPIK9 INC.**

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

**THAT** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the Agreement attached hereto as Schedule "A", between the Corporation of the Township of Melancthon and Agapik9 Inc. for the Corporation to retain the services of AgapiK9 to carry out Canine Control Services according to the Township of Melancthon Canine By-law 17-2003.

BY-LAW READ A FIRST AND SECOND TIME THIS 6<sup>TH</sup> DAY OF OCTOBER, 2022.

BY-LAW READ A THIRD TIME AND PASSED THIS 6<sup>TH</sup> DAY OF OCTOBER, 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **AGREEMENT FOR THE PROVISION OF SERVICES**

**THIS AGREEMENT** made this       day of       , 2022

(By-Law Number 17-2003)

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

(hereafter referred to as "Township of Melancthon")

**AND**

**AGAPIK9 INC**

(hereafter referred to as "AgapiK9")

**WHEREAS** The Township of Melancthon and AgapiK9 are desirous of entering into a relationship whereby the Township of Melancthon will retain the services of AgapiK9 to carry out Canine Control Services according to the Township of Melancthon Animal Care and Control By-Law.

**AND WHEREAS** the Township of Melancthon and AgapiK9 wish to clarify certain obligations and rights in respect of the relationship between the parties;

**IN CONSIDERATION** of the above, and in further consideration of the mutual promises and covenants set forth, this Agreement witness is that the parties agree as follows:

**NOW THEREFORE WITNESSETH** that in consideration of the mutual covenants in agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

## **TERM OF AGREEMENT**

- 1.1** The term of this agreement shall be the period from June 1st 2022 to May 31st 2024, unless terminated earlier by either party in accordance with the terms of this Agreement.
- 1.2** This Agreement may be terminated by either party upon the giving of ninety (90) days written notice to each of the other parties in accordance with the notice provisions of this Agreement. Upon such termination, the parties agree that neither shall have any further rights, claims, or actions against each other arising out such termination except any such rights, claims or actions as existing prior to such termination.
- 1.3** In the event of negligence or non-compliance with the terms of the agreement by AgapiK9, this Agreement may be terminated for cause at the option of the Township upon five (5) days written notice in accordance with the notice provisions of this Agreement. Upon such termination for cause, and notwithstanding section 1.2 of this Agreement, it is agreed that the Township may seek redress or damages for any costs, claims and/or damages it may have arising out of such termination for cause. It is further agreed that AgapiK9 waves any an all rights it may have to challenge such termination for cause and/or seek or claim redress and/or damages for such termination for cause against the Township.
- 1.4** Provided that this Agreement has not been cancelled or terminated by either party, by operation of law or otherwise, and provided that AgapiK9 has faithfully complied with and performed all of the terms, covenants, conditions and obligations contained herein, the Township and AgapiK9 covenant and agree that the Township shall have the option at the sole discretion of the Township to extend the term of this Agreement for a further one (1) year commencing at the expiration of the Term, upon the same terms, covenants, conditions and obligations herein set forth in this Agreement. the option for the renewal shall be exercised by giving AgapiK9 not less than ninety (90) days written notice prior to the end of the Term of the Township's intention to exercise its option and extend this Agreement. If this option is exercised, a cost of living (CPI) increase

shall be factored into one-year extension so that the amounts payable by the Township under this agreement are adjusted by the CPI index (as released by Statistics Canada in January of the year of extension, based on the CPI for Ontario including all items for the previous year).

## **CANINE CONTROL SERVICES**

**2.1** The parties of this Agreement agree and confirm that AgapiK9 -- including its principals, workers and agents -- are retained by the Township as an independent contractor and further AgapiK9 -- including its principals, workers and agents -- is not an employee of the Township. AgapiK9 shall provide and deliver the certain Canine Control Services as described in this Agreement.

**2.2** AgapiK9 shall provide Canine Control Services within the geographic limits of the Township.

**2.3** AgapiK9 -- including its principals, workers and agents -- are appointed as Canine Control Officer and Pound Keeper (for dogs) within the Township and have all powers and duties to be exercised in accordance with those functions. Further, AgapiK9 agrees to adhere to and enforce, as directed by the Township, the Township's By-Law 17-2003 [please confirm this is the correct by-law no.] , being a By-Law to provide for the keeping, control and licensing of dogs; together with any amendments or replacement versions of said By-Law.

**2.4** AgapiK9 shall respond to enquiries from the public related to canine control including stray dog complaints and concerns.

**2.5** AgapiK9 shall respond to requests for pick-up of stray dogs during the hour's of 9:00 AM to 4:00 PM Monday to Friday, excluding statutory holidays and 9:00 AM to 3:00 PM on weekends and statutory holidays.

**2.6** AgapiK9 shall carry out required annual scheduled or additional required inspections of all Township of Melancthon kennels and breeding establishments at a time mutually agreeable with the owner of such facilities.

**2.7** AgapiK9 shall consult with Township staff when necessary for direction and advice.

**2.8** AgapiK9 shall provide a phone number and electronic answering service where AgapiK9 can be reached 24 hours a day, 7 days a week, by the public. This number shall be published by the Township and posted on the Township's website.

**2.9** AgapiK9 shall contact dog owners by phone and/or in writing, when a complaint is received and keep written records of all correspondence, complaints and actions taken. The Township shall be provided with such written records on request.

**2.10** AgapiK9 shall keep comprehensive and complete records of all calls and responses for service and shall prepare and deliver a report of all occurrences to the Township at the end of each quarter for the duration of the agreement.

## **POUND FACILITIES**

**3.1** AgapiK9 shall provide and maintain a pound facility for dogs to be located at 374127 6th Line, Amaranth, Ontario to serve the residents of the Township. Such facility shall be kept in good order and state of cleanliness at all times in accordance with the applicable legislation and generally accepted standards.

**3.2** AgapiK9 shall ensure that the pound facility is serviced by its staff who shall ensure that all dogs impounded are kept clean, well-cared for, fed, and watered during the time of confinement.

**3.3** AgapiK9 shall ensure that all sick or injured dogs immediately receive medical attention by certified veterinary staff. If, in the opinion of the medical staff, any dog is too severely injured or diseased and medical care shall only prolong the suffering of the dog, the dog shall be humanely euthanized by a certified veterinarian and properly disposed of. Every attempt shall be made by AgapiK9 to contact the owner and any such dog before such action is taken.

**3.4** AgapiK9 shall retain a record of all dogs impounded and their disposition, shall be submitted to the Township quarterly reporting.

**3.5** AgapiK9 shall ensure that the pound facility is open to the public during the hours of 9:00 AM to 4:00 PM Monday to Friday and 9:00 AM to 3:00 PM on Saturdays and Sundays and statutory holidays. AgapiK9 agrees to obtain the authorization of the Township prior to any changes in the aforementioned hours of operation.

**3.6** AgapiK9 shall display contact phone numbers and office hours at the pound facility in a place that is accessible to the public at all times.

**3.7** AgapiK9 shall ensure that all dogs impounded shall be kept for a minimum of five (5) business days, excluding holidays and the day on which the dog was

impounded. Any dog caged longer than the minimum shall be at the expense of AgapiK9. AgapiK9 shall attempt to contact the owner of any dog as quickly as possible. Where and if AgapiK9 is required by law to quarantine a dog for a specified time, the Township shall pay all associated costs for the quarantine, unless the dog owner reclaims the dog, in which case the dog owner shall be responsible as set out in section 3.9.

**3.8** AgapiK9 shall charge such fees to dog owners as deemed necessary to cover the costs of pick up, boarding and any veterinary services, if applicable, of impounded dogs including costs of any quarantine. Such fees charged to the dog owner shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

**3.9** AgapiK9 shall not invoice the Township for any fees charged to the dog owners for services provided, then it is agreed that AgapiK9 shall retain those fees as charged to the dog owners. For unclaimed dogs, it is agreed that AgapiK9 shall invoice the Township pursuant to Schedule "A" attached hereto.

**3.10** AgapiK9 agrees that any dogs impounded that do not have a current year Township of Melancthon tag shall not be released to the owner or other persons until the dog tag license fee is paid. AgapiK9 shall collect the dog tag licence fee, which fee is as set by the Township, from the dog owner. AgapiK9 shall remit all monies together with records of the sale of the licenses received to the Township during the monthly report/invoicing. AgapiK9 shall advise the dog owners paying the dog tag license fees that the dog tags themselves shall be mailed to the dog owners by the Township. For the limited purpose only as set out in this section. AgapiK9 is appointed as a Licence Fee Collector.

**3.11** AgapiK9 agrees that any dog not claimed by the owner shall become the property of AgapiK9 and may be adopted or humanely euthanized by a licensed veterinarian and properly disposed of by AgapiK9.

**3.12** AgapiK9 shall make every effort to find homes for unclaimed dogs through information to the public via social media, websites, posters and other media channels.

## **PAYMENT FOR SERVICES RENDERED**

**4.1** The Township agrees to pay AgapiK9 in consideration for the provision of services as described herein, during the term of this agreement, the following amounts plus Harmonize Sales Tax (HST), if applicable:

a) Retainer fee of \$400 per month, such retainer fee includes any and all phone calls (citizens, the Township & etc., including cell phone in long distance charges), preparation/delivery of all information and reports, including monthly report on occurrences, to the Township/and

b) An amount equal to the actual operating costs as defined in Schedule "A" to the Agreement, of AgapiK9, which amount shall be substantiated by receipts submitted to the Township on a quarterly basis.

## **CONFIDENTIALITY OF INFORMATION**

**5.1** AgapiK9 shall not disclose anyone outside the employee of the Township without prior written permission of the Township, any aspects of the Township's business including all records AgapiK9 has and/or maintains, except as required in the course of exercising its duties and responsibilities with the Township.

**5.2** This agreement shall continue to restrict AgapiK9's disclosure of such information after the termination of this Agreement, unless such information has been made public through other means and by no fault of AgapiK9.

**5.3** After termination of this Agreement, AgapiK9 shall properly return, without request from the Township, to the Township any of the Township's information, materials in other property, which may be in AgapiK9's possession.

## **INDEMNIFICATION**

**6.1** AgapiK9 shall defend, indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of AgapiK9, its directors, officers, employees, agents, contractors and subcontractors,



or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by AgapiK9 in accordance with this Contract and shall survive this Contract.

6.2 AgapiK9 agrees to defend, indemnify and save harmless the Township from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the AgapiK9's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

## **INSURANCE**

7.1 AgapiK9 shall maintain and pay for the following insurance policies, satisfactory to the Township, during the term of this Agreement and any extensions thereof:

**(a) Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence, an aggregate limit of not less than Five Million Dollars (\$5,000,000.00) within any policy year with respect to completed operations and a deductible of not more than Twenty-Five Thousand Dollars (\$25,000.00). The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (i) Name The Corporation of the Township of Melancthon as an additional insured
- (ii) Cross-liability and severability of interest
- (iii) Blanket Contractual
- (iv) Premises and Operations Liability
- (v) Personal Injury Liability
- (vi) Contingent Employers Liability

(vii) Owners and Contractors Protective

(viii) 30 days' notice of cancellation.

**(b) Professional Liability Insurance**

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of One Hundred Thousand Dollars (\$1,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed Twenty-Five Thousand (\$25,000.00) per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Township and the Township has the right to request that an Extended Reporting Endorsement be purchased by AgapiK9 at AgapiK9's sole expense.

**(c) Primary Coverage**

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

**(d) Certificate of Insurance**

AgapiK9 shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement and should there be any changes to such insurance, AgapiK9 acknowledges that it has an ongoing obligation to provide an updated certificate to the Township.

**SEVERABILITY**

**8.1** The invalidity or unenforceability of any provision or covenant contained in the Agreement shall affect the validity or enforceability of such provisions or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement.

## **GOVERNING LAW AND INTERPRETATION**

**9.1** This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the Province of Ontario. It is further acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption of other rule requiring construction against the party causing this Agreement to be drafted.

## **NOTICE**

**10.1** Any notice required or desired to be given hereunder shall be delivered in person or sent by registered mail addressed as follows:

The Corporation of the  
Township of Melancthon

Attn: Denise Holmes

CAO/Clerk, Township of Melancthon

157101 Hwy 10,

Melancthon, ON, L9V 2E6

AgapiK9

374127 6<sup>th</sup> Line

Amaranth, ON, L9W 0M6

Any notice mailed as aforementioned shall be deemed to have been received five (5) business days after the posting thereof. The parties may provide notice by e-mail; however, such notice is only effective when the other party acknowledges receipt of same and shall be deemed to have been received when the party acknowledges such receipt.

## **TIME IS OF THE ESSENCE**

**11.1** Time shall be of the essence in the performance of obligations pursuant to this Agreement.

## **AMENDMENTS**

**12.1** No provisions of this Agreement shall be amended, altered, or waived except by a further written Agreement between the parties. No waiver of a provision of this agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

The parties hereby certify that we have read and that we understand the responsibilities as outlined above in the Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement. Upon execution of this Agreement by the Township, the Township shall insert such date on page 1 of this Agreement.

**SIGNED, SEALED AND DELIVERED**

**AGAPIK9**

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Matthew Slack  
I have authority to bind the corporation

\_\_\_\_\_  
(Witness – Print)

\_\_\_\_\_  
(Address)

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

*We have the authority to bind the Corporation*

**Schedule "A"**  
**Canine Control Services and Pound Keeper Agreement**  
**Schedule of Fees**

<b>Service</b>	<b>Fee</b>	<b>Notes</b>
Calls for Service	\$35 per hour plus Mileage	Pickups, calls with no pickups, patrols
	\$87.50 per hour plus Mileage on statutory holidays	
Impound	\$40 per day per dog	Veterinary fees not included
Kennel Inspections	\$100 per inspection plus Mileage	Payable by kennel owner/operator
Mileage	\$0.61 per km	As per CRA mileage rates



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

**MEMORANDUM TO COUNCIL**

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

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

**SUBJECT: HORNING'S MILLS COMMUNITY HALL BOARD  
EXTENDING THE TERM OF THE BOARD TO DECEMBER 31,  
2022**

**MEETING DATE: OCTOBER 6, 2022**

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At the meeting of Council held on September 15, 2022, Staff were directed to prepare a motion for this meeting to extend the term of the Board until December 31, 2022 as the Board has several events that will occur past the current term of the Board being November 14, 2022.

I have prepared the attached By-law for approval. With the appointment of Beckie Connell to the Board, it requires an amending By-law, so this By-law attached will capture the new appointment as well as the extension to the term of the Board.

EB#17.2.2

OCT 06 2022

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NO. -2022**

A By-law to appoint a Municipal Service Board for the Horning's Mills Community Hall.

Under the Municipal Act, 2001, S.O. 2001, c. 25, Section 196(1) and the regulations thereunder, the said Community Hall shall be administered by the following Board, duly appointed until December 31, 2022.

- Councillor James McLean, Member of Council
- Councillor Bill Neilson, Member of Council
- Debbie Fawcett, Horning's Mills Women's Institute Member
- Blaise Meunier
- Ruth Plowright
- Utra Hebden
- Beckie Connell

The said Horning's Mills Community Hall shall be maintained as a Community Hall by the said Board in conformity with the Act and Regulations made thereunder.

All By-laws inconsistent with this By-law are hereby repealed.

By-law read a first and second time this 6<sup>th</sup> day of October, 2022.

By-law read a third time and passed this 6<sup>th</sup> day of October, 2022.

---

MAYOR

---

CLERK

## Denise Holmes

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**From:** WCO President <wco.president@gmail.com>  
**Sent:** Wednesday, September 7, 2022 4:39 PM  
**To:** Denise Holmes  
**Subject:** Copy of letter regarding Melancthon I power project  
**Attachments:** Melancthon Complaint Summary Report-Sept6 2022.pdf; Energy Minister on IESO contracts-Sept6.pdf

I have attached a copy of the letter we sent this week to The Hon. Todd Smith, Minister of Energy, with regard to the proposed contract for the Melancthon I wind power project, for circulation to Township Council.

As you will see from the letter and our report on the history of this project, we have concerns about regarding the operators with a new contract.

We are very familiar with the impacts this project has had on nearby residents.

Thank you and best wishes,

Jane Wilson  
President  
WIND CONCERNS ONTARIO  
Ottawa

--

Wind Concerns Ontario is a coalition of individuals and community groups concerned about the negative impacts on health, environment and the economy from industrial-scale wind power generation projects.

<http://www.windconcernsontario.ca>



# WCO | WIND CONCERNS ONTARIO

Honourable Todd Smith  
Minister of Energy  
10th Flr, 77 Grenville St  
Toronto, ON M7A 2C1  
By email - [MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

Dear Minister Smith:

**Re: Proposed IESO Contract with TransAlta**

We are very concerned about the recently announced contract that the IESO awarded to TransAlta's Melancthon I wind project; the contract is in effect until 2031.

Our concern is based on the fact that Ontario pollution Incident Reports show the turbines at Melancthon I are part of one of the worst wind power projects in Ontario in terms of environmental impact on residents.

Wind Concerns Ontario routinely requests complaint records for all wind projects in Ontario under the Freedom of Information Act. For the period from 2006 to 2018, 791 complaints were received about the operation of the facility. In fact, for 2006–2018, **Melancthon was number one in Ontario for noise pollution reports**. That includes 2017 when the Guelph District Office of the MECP failed to provide any data for our request. (Requests for information on complaints for 2019, 2020 and 2021 have not been fulfilled but the Ministry of Environment, Conservation and Parks should be able to make this information available for review by the Ministry of Energy and the IESO.)

Despite the general requirement for public disclosure of documentation related to wind turbine projects, the specific approvals for the Melancthon wind project are not available on the project website. This 45-turbine project was approved in 2006 via a Certificate of Approval which generally require the proponent to maintain records of all complaints about Adverse Effects received about the operation of the project, as well as **information on measures taken to address the cause of the complaint and to prevent a similar occurrence in the future.**

Approvals require the project operator to take complaints about Adverse Effects seriously and to respond with corrective action immediately.

The project has had a controversial history due to the noise complaints, as documented in the formal Incident Reports created by the environment ministry's Guelph District Office (GDO). As indicated in the summary of these records attached to this letter, people reported a wide range of adverse effects as defined by the Environmental Protection Act. This includes both the audible noise levels above the provincial standard of 40 dBA, and inaudible emissions that cause vibrations as well as reports of health issues linked to the turbines. The problems were so severe **the situation was reported in a CBC news story** and MPP Lisa Thompson called on the McGuinty government in 2013 to halt all further wind farm approvals until problems at Melancthon were resolved.

The information in the Complaint Records do not point to a full resolution of the problems. The reports describe testing by ministry staff which confirmed that audible noise emissions were above allowable noise limits. The staff also confirmed the presence of tonal noise which requires the allowable noise level to be reduced by 5 dBA to 35 dBA. In some cases, the field staff specifically confirmed that the wind turbines were generating noise emissions that qualified as an "Adverse Effect" as defined in Section 14 (1) of the Environmental Protection Act.

There is no indication in the Incident Reports that TransAlta initiated changes to the project's operations in response to these complaints as required by their current approval. It required diligent enforcement activities by the Guelph District Office. It was only when ministry staff drafted a provincial order requiring action, the company completed new modeling of noise levels and proposed a noise abatement program for the project. Even after this was implemented, measurements continued to show that noise levels were above 40 dBA. Further noise abatement measures were then implemented that reduced noise levels to the 40 dBA level until noise testing at this location stopped in February 2015.

The Ministry's Environmental Assessment and Approvals Branch issued a directive to the staff that, despite their field observations, the noise output from wind turbines could not be considered tonal. This directive meant that the staff had to find the project operating with the defined audible noise standard, despite the evidence from their field observations. This directive from EAAB has been overridden by the Ministry's subsequent protocol for assessing wind turbine noise which reinstates the 5 dBA penalty for noise emissions with a tonal quality, meaning that the turbines were again operating in violation of the province's noise standards.

This conclusion is confirmed in a June 2010 staff training PowerPoint presentation which indicated that more than 25% of the Melancthon turbines were located too close to non-participating receptors. The maximum capacity to reduce power operating levels is required to being the turbines in line with the 40 dBA. The presentation then confirms that the noise emissions from these turbines have both a tonal and cyclic quality which reduces the noise standard to 35 dBA. As the flexibility of the equipment to operate at lower power levels has already been used to reach 40 dBA, there seems to be no methods for this project to be brought in line with the noise levels approved in the standard. On this basis, the available information indicates that the Melancthon I project is operating outside of the terms of its approval. This also suggests that the TransAlta is likely operating the Melancthon project in violation of its contract with the IESO which generally requires contract holders to operate the facility within the terms of the environmental approval applicable to the facility.

This is not surprising as the analysis reported by the Guelph District Office in the Incident Reports suggests that it will be very difficult, if not impossible for TransAlta to meet the noise level requirements in their approval without moving the inappropriately placed turbines. The District Office indicates that the noise modeling that accompanied the original application for the approval was flawed in that it did not given any consideration for the impact of wind shear on the noise levels experienced at nearby homes. They conclude that in total, 24 of the turbines in the combined Melancthon I & II projects were located too close to receptors to allow noise standards to be met. Some reductions in noise output were obtained through changes in operating power levels but to fully meet the 35 dBA levels which is the standard when the tonal quality of the noise is considered turbines would have to be moved.

One would have expected that this type of information would have been reviewed before this TransAlta project was qualified as a bidder in the Medium Term I RFP. These problems might also have been uncovered if a Municipal Support Resolution for this contract was sought before moving forward. It is

our understanding that no consultation has taken place with the Township of Melancthon, despite your assurances that municipalities would be consulted in these decisions.

We have been assured that the PC government was going to take steps to enforce the terms of the approvals like the CofA for the Melancthon I project, but this action was interrupted by the necessary response to COVID. Failure to comply with terms of their approval should provide grounds for cancellation of existing contracts. We are now are concerned that the IESO is entering into new contracts with project operators who have failed to meet the requirements of their existing contracts.

As part of our participation in the IESO engagement process, we requested that a company's performance relative to current contracts should be considered before any new arrangements are undertaken. Companies failing to meet the requirements of their current contracts and approvals should not be qualified for future contracts or other arrangements.

We have requested a meeting with Minister Piccini to discuss our concerns about widespread non-compliance with the terms of approvals for existing wind turbine projects in terms of complaint handling and noise audits. We are also believe that there is a need to review current regulations for noise and setbacks, and are waiting for a response to our request. We attach our tracking of noise complaints for all wind turbine projects for your information.

We would be pleased to meet with you and /or your staff to review these concerns with you in detail.

Yours truly,

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Chiefs of Staff in Energy and Environment  
Hon. Sylvia Jones, MPP Dufferin-Caledon - [sylvia.jones@ontario.ca](mailto:sylvia.jones@ontario.ca)  
Mayor and Council, Municipality of Melancthon -

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## Details from Incident Reports Related to Melancthon I Wind Project

This document is a summary of information included in Incident Reports from the Ministry of Environment (now Environment, Conservation and Parks or MECP) related to the Melancthon I wind project. These documents were released to Wind Concerns Ontario in response to a request under the Freedom of Information Act. The documents include individual Incident Reports which feature details of calls or emails made to the ministry, while Master Incident Reports are summaries of multiple complaints made by an individual or family, and may (or may not) contain details on the ministry's investigation, if one occurred.

Reference numbers are provided here for each excerpt and the date of the report is also provided to assist in any checking and evaluation of these excerpts.

In the standard ministry response process for complaints about wind turbine pollution, Incident Reports are created in response to calls to the Spills Action Centre which logs the basic information reported by the caller and then relays the report to the appropriate District Office for follow-up as required. Incident Reports can also be created if the resident calls the District Office directly.

The reports are important sources of information describing the impact of wind turbines on people who live among them, with the descriptions being more powerful as they largely reflect the resident's own words. They document the adverse effects that the project operator is required to investigate and resolve as part of the Certificate of Approval that governs the operation of the project.

Staff from the Guelph District Office also provided information reflecting the results of their investigation of the complaint plus the results of noise testing completed and any information provided by the operator. Enforcement actions are also documented.

The documents also provide post-implementation information that should be useful in evaluations of the regulations covering the placement of wind turbines.

We must add that not all calls or contacts to the ministry were logged into the system, as reported to us by people across Ontario, so the disappointing truth is that the Pollution Reports and Incident Reports gathered are not the total of complaints about Melancthon I, or any other wind power project.

## Problems Reported

### Audible Noise

The approval for the project limits the audible noise levels from this project to 40 dBA with the original application for the approval including the results of computer models that indicated that the noise experienced at each receptor location would be less than or equal to 40 dBA.

The 40 dBA audible noise limit is the standard that was used for wind turbines at the time of the approval and continues to be the current standard despite the findings of the Health Canada study that problems with wind turbine noise begin at 35 dBA. This limit is used in follow-up unless tonal or cyclic qualities are detected, in which case a 5 dBA penalty is supposed to be applied, which reduces the noise limit to 35 dBA.

Initial assessments by Guelph District Office staff indicated the presence of tonal noise with some assessments included the 5 dBA penalty. After the Ministry's Environmental Assessment and Approvals Branch directed staff to not consider wind turbine emissions tonal or cyclic, the evaluations solely focused on 40 dBA. Subsequent revisions to the wind turbine noise testing protocol include the 5 dBA penalty for tonal or cyclic noise qualities.

Using statements from the residents in the actual Incident Reports illustrates the types of audible noises that people living among the wind turbines are experiencing and how this is affecting their lives.

Excerpts from Incident Reports follow.

- *Caller reports that there is a noise coming from the wind turbines. Caller describes the noise as a jet outside. Caller can hear the noise inside the house as well. Comments indicate that this is an ongoing issue. (IR 8887-82RU7D - 02/17/2010)*
- *Caller reports ongoing pulsating roaring noise from Melancthon TransAlta wind farm since last night. Report comes after noise reductions measures implemented. Confirmed as an Adverse Effect. (IR 4226-8FNC6M - 04/06/2011).*
- *Caller reports the noise has been going on since Tuesday. Noise is described as revving jet engine. Caller report ear hurts and trouble sleeping. (IR 7024-8HFC5Y - 06/02/201)*
- *Caller is complaining about the noise from the TransAlta wind turbines near his home. He reports the noise started last night and continued progressively louder. Caller described the noise as a freight train. He reports that it is not very windy as the flag is hanging straight down at their house. (IR 6837-8MGFFG -10/09/2011)*
- *Caller reports ongoing loud noise every night from Melancthon wind turbines. Complaint made after the implementation of the full noise abatement changes implemented by TransAlta. Confirmed as an Adverse Effect. (IR 6150-8NRAM6 – 6217 - 11/19/2011)*
- *Caller reports he woke up at 01:00 h and noticed a jet engine noise from the wind turbines. He reports that the noise has been constant since that time. Complaint made after the implementation of the full noise abatement changes implemented by TransAlta. (IR 4621-8STC8 - 03/28/2012)*

## **Low Frequency Noise/Infrasound**

Complaints by callers also reported conditions that were indicative of the presence of Low Frequency Noise or Infrasound—types of sound that are not covered by the current regulations and protocols for wind turbine noise. These noises occur in frequency ranges that are outside of the normal range of human hearing but they can still affect people. These noises are particularly problematic as they pass through the walls of peoples' homes while sound in the audible frequency ranges are largely attenuated by the walls of the home.

As the dBA noise assessments are focused on sounds that people can hear, they are not detected by noise assessment measurements used by the Guelph District Office staff to measure complaints. The 2014 Council of Canadian Academies study highlighted this gap when it noted that wind turbine noise assessments needed to move beyond dBA measures and cover the full range of noise emissions from wind turbines.

Even though audible noise measurement techniques indicate that a noise emission is compliant with the 40 dBA level, low frequency noise and infrasound can cause Adverse Effects as defined in the Environmental Protection Act meaning that they are covered the Certificate of Approval's requirement to identify and resolve the cause of these situations.

These selections from the Incident Reports contain descriptions from callers as to what they perceive, which illustrate the impact of the wind turbines on the lives of people in the immediate area.

- *The noise is described as whooshing. Caller reports that her bed is vibrating. (IR3183-84TC2W - 04/24/2010)*
- *Caller reports that the noise is like a pounding on the side of the house and a whooshing noise. - (8561-84W7VM - 04/27/2010)*
- *Described noise as a whipping sound every second like someone swinging a wet towel over the head. (IR 7740-87MUK7 - 07/23/2011) Caller reported there is a roaring noise coming from the turbines. First noticed today at 7:00 hours. SW wind. Same noise noticed yesterday as well. Complaint made after the implementation of the full noise abatement changes implemented by TransAlta. Confirmed as an Adverse Effect. (IR 8066-8NS6RS 11/19/2011)*
- *Caller reports ongoing whishing noise all of the time & strongly noticed at bedtime. First time complaint made after the implementation of the full noise abatement changes implemented by TransAlta. (IR 8217-8NT8MZ - 11/21/2011)*
- *The caller states that they first observed the noises approximately 3 hours ago (18:30) and describes it as a large whooshing sound. The caller wishes that on weekends the turbines could be shut down, as the caller states that they can hear the turbines even with ear plugs. Complaint made after the implementation of the full noise abatement changes implemented by TransAlta. (IR 2154-92L53R - 12/01/2012)*

## **Health Effects**

The environment ministry is also responsible for addressing health issues related to wind turbine noise emissions. Chronic sleep disturbance has been linked to a range of indirect health effects. Tinnitus or

ringing in the ears is a common health issue linked to infrasound noise generated by wind turbines. Residents of Melancthon reported a series of health-related issues, but there are no comments by staff indicating action being taken to address these issues or information passed to local health authorities.

The following statements illustrate the health impacts reported by residents:

- *Caller reports that noises from these turbines have been ongoing for the last three days. Caller is unable to sleep due to these noises. (8561-84W7VM - 04/27/2010)*
- *Reports that ear aches develop when winds are high. (IR 7740-87MUK7 - 07/23/2010)*
- *Noise from wind turbines got steadily louder last night. Work him from his sleep with what he describes as an ear ache or water on the ear. Report comes after noise reductions measures implemented. Confirmed as an Adverse Effect. (IR 8601-80VFXA - 02/02/08)*
- *Caller logging complaint regarding adverse health effects notably loss of sleep due to constant machine-like noise present. Resident notes increased nausea, headaches and elevated stress levels as a result of the incessant noise. Impacts of the noise make it hard for her to go about her day working. (IR 8036-8ENAEF - 03/05/2011)*
- *Caller is complaining about noise from the Melancthon wind turbines. Caller reports noise is 10/10 and she is unable to sleep. Confirmed as an Adverse Effect. (IR 0064-8GLC7J) – 05/06/2011)*
- *Caller reports that the wind turbines have been making loud noise all day. Caller reports that it sounds like a jet engine flying over your house every second. It is pulsating and the levels have been going up and down all day. The caller's ears feel like they are plugged with water. There is a strong wind today. (IR 7000-8Y42RD - 09/12/2012)*

### **Provincial Officer Comments**

Provincial officers attached to the Guelph District office (GDO) followed up on complaints received about the Melancthon project, in some cases visiting the properties on multiple occasions to measure noise output based on ministry measurement guidelines and to make subjective assessments of any adverse effects being created by these emissions.

Normally when violations of the approval or the EPA are found, these officials prepare a Provincial Officer Order requiring the project operator to take corrective action. As documented in the following sections, this process was initially followed for the Melancthon project. District Management did not approve the proposed order but instead initiated discussions with TransAlta which responded with a series of proposals to reduce noise emissions. When excessive noise continued to be generated after the changes were implemented, further measures were taken to reduce noise emissions.

The following statements from the Incident Reports outlines the actions taken by Guelph District Office officials in response to the noises emitted from the turbines, responses by TransAlta and direction from senior levels of the ministry:

- *During 2009, GDO staff have attended the complaint's home on multiple occasions. Noise Measurements were obtained and subjective observations were made by PO designated as such*

under the EPA. The conclusion of the PO'S attending at these locations were (and continue to be) that the noise emissions from the wind turbines are causing an adverse effect contrary to S. 14 (1) of the EPA at the complainants locations. TransAlta generated two modeling reports indicating what additional abatement actions must be taken (operating noise reduction mode or shutting down turbines) to reduce noise levels to 40 dBA or 35 dBA (The limit when tonal quality of noise is considered). Regional Director unwilling to issue Order based on available information. (IR3183-84TC2W - 04/24/2010)

- GDO staff met with TransAlta staff and TransAlta agreed to implement noise reduction measures required for the 40 dBA modeling GDO is awaiting a proposal on additional abatement measures should exceedences of 40 dBA be measured. Observations and measurements of the wind turbine operations are ongoing. (8561-84W7V - 04/27/2010)
- GDO staff have attended the complainant's home on a number of occasions concluding that the noise emissions from the wind turbines were causing an adverse effect contrary to S.14 (1) of the EPA. Observations and measurements by GDO staff indicate that noise emissions from the wind turbines are at or below 40 dBA, not accounting for tonal or cyclic qualities of the noises. (IR 7740-87MUK7 - 07/23/2010)
- Ministry review of 11 acoustic audit reports prepared by the company determined that 9 of 11 reports concluded that the sound levels discharged into the natural environment **are exceeding or likely to exceed the approved sound level equal to 40 dBA**. A Provincial Order was drafted and shared with company. The company completed computer modeling of project noise levels from the 24 turbines surrounding the residences and found noise estimates at 6 of the 9 residences exceeded limit of 40 dBA. Turbines involved were to be placed in noise reduction mode from 11 pm to 7:00 am. After implementation, the Ministry measured exceedences of approved noise levels. Company informed that further noise reduction measures were needed at one home where levels were measured at 42 – 45 dBA. Company working on proposal for further measures. Changes to reduce noise were implemented by the company with the ministry continuing to monitor compliance. (IR 7024-8HFC5Y - 06/02/2011)
- Two modeling reports have been receive from TransAlta indicating what additional abatement action (operating turbines in noise reduction mode and/or shutting down turbines) must be taken to meet the 40 dBA limit and a 35 dBA limit (assuming the turbines are generating tonal emissions. (IR 8036-8ENAEF - 03/05/2011)
- Observations and measurements by GDO staff during 2010 indicate that noise emissions from the wind turbines are at or below 40 dBA (utilizing current interim noise monitoring procedures and not accounting for cyclic or tonal nature of the emissions from the turbines). Based on direction from the Director WCR and direction given by EAAB (that WTG noise emissions are not to be considered to be tonal or cyclic) there appears to be no noise emissions above the approval limits. (IR 0064-8GLC7J- 06/05/2011)
- Starting January 24, 2011, the company will be engaging the noise reduced operating mode between 7 pm and 7 am (when a wind shear of 0.3 or greater is observed) at the other 23 wind turbines around the complainants' residences. In total 24 wind turbines (out of 133) will operate



*in a noise reduced mode. Monitoring of noise output has continued around the complainants' residences but no further exceedences were identified. (6837-8MGFFG – 10/09/2011)*

- *Ongoing night time monitoring up to the end of June 2012 indicates no exceedance of CofA at complainant's locations. No additional night-time monitoring has been completed since the end of June 2012 due to GOD Management Office safety concerns that have not been resolved. No indication as to when night-time compliance monitoring will continue. No further action on this IR. (IR 7000-8Y42RD - 09/12/2012)*
- *Reporting a noise complaint from wind turbine group by their home. This is an ongoing issue relative to night time wind turbine noise. Area complainants are of the opinion that noise emissions from the various close proximity wind turbines are excessive particularly (and almost exclusively) during the night time reduced ambient /background noise periods in the area.*

*Modeling provided to MOECC during the approvals process indicates that noise emissions from the WTG's will be less than 40 dBA at wind speeds of less than 6 m/s. Night time WTG completed for this facility up to February 2015 did not indicate any observed exceedences of the facility REA limits. Emission and immission audits required by the facility REA indicate compliance with the applicable limits in facility REA. Note subsequent to February 2015, no resources have been made available for additional after hour WTG compliance monitoring/observations/measurements. (IR 0630-9M2W2S - Opened - 07/15/2014. Closed - 11/20/2015)*

## **Summary**

### **Evaluation by Provincial Officers**

Many of the early complaints received regarding the project triggered one or more site visits by Provincial Officers employed by the ministry to follow up on incidents reported to the ministry. The Incident Report includes space for their observations, the results of any investigation and their comments on the situation. In many cases, they confirmed that the situation being reported was serious. Many reports included the following conclusion:

The noise emissions from the wind turbines were causing an adverse effect contrary to S 14 (1) of the Environmental Protection Act at the complainant's locations.

Incident Reports that contain this statement are labeled as "Confirmed as an Adverse Effect".

This is a significant statement: it should have triggered enforcement action against TransAlta. If there were no response, the "Adverse Effects" provides grounds for pursuing an offence under Section 186 (1 1.) of the Environmental Protection Act.

### **Complaint Resolution**

The Certificate of Approval places the primary responsibility for resolving complaints regarding the operation of the project on TransAlta in that it requires that the company to investigate each complaint of an adverse effect caused by the project and to implement a solution so that it is not repeated.

According to the information in the complaint records, this did not take place. The form contains a question for the staff to complete:

Is there Voluntary Abatement Activity?

There are 3 options for answers Yes, No and, To be determined. In all of the complaints listed in this section, the ministry employee answered, "NO" indicating that the company did not meet the requirements of the Certificate of Approval to resolve each complaint with any changes being driven by the ministry.

### **Who is the "Client"?**

The Incident Report form used to manage the complaints listed above contains a space for the ministry's "Client" to be identified. Surprisingly it identifies TransAlta Cogeneration Ltd, rather than the resident reporting the problem, as the ministry's "Client".

The resident is simply referred to as the "Caller".

This approach does not align with the approach of the PC government which clearly identified the people of Ontario as the client of all government organizations.

### **Conclusion**

The information in the Incident Reports raises **serious issues about the compliance** of the Melancthon 1 with even the current MECP audible noise emission limits. Normally this would be 40 dBA but the multiple observations by staff from the Guelph District Office of the Ministry that the noise from these turbines has a tonal quality should reduce that limit to 35 dBA.

The chronology of enforcement actions taken relative to these turbines provides information on how this situation developed. The noise modeling that the proponent presented to support the application for the approval of this project was seriously flawed as it did not consider the effect of wind shear and attenuation in evaluating the noise levels that would be experienced at nearby homes. While the project was approved by the Ministry, the proponent must accept responsibility for the short comings in the projections that underlay the application on which the approval was based.

The Incident Reports indicate that when the project was remodeled to incorporate the effect of wind shear, a substantial number of homes were found to be exposed to noise levels above 40 dBA as turbines had been placed too close to them. To bring the noise levels even down to the 40 dBA level, changes in operation were needed to reduce the level of noise emissions.

**These changes did not solve the problem** and further noise reduction initiatives were required. While these changes did reduce the audible noise output to 40 dBA, there is no indication that it was successful in meeting the 35 dBA standard that is required where the noise has a tonal quality. While District Staff were prevented from pursuing this lower standard by a directive from the Environmental Assessment and Approvals Branch that the noise from wind turbines could not be considered to be tonal.

The situation at Melancthon was summarized in a Ministry training presentation released to Wind Concerns in response to a request under the Freedom of Information Act. A training presentation makes a number of key observations about this project<sup>1</sup>. First, 35 of 133 turbines in the two Melancthon projects (over 25%) have been located too close to non-participating receptors. These turbines would need to be operated at the highest possible noise reduction modes to reduce the noise emissions to below 40 dBA. It repeats that long term field observations of these turbines indicate that the noise emissions are both tonal and cyclic in nature. While the view at the time was that turbine noise could not have these qualities, the current Noise Testing Protocol requires that a 5 dBA penalty be applied in these situations reducing the noise standard to 35 dBA. Since noise reduction options were fully utilized to achieve 40 dBA noise levels, there appears to be no method to achieve this low noise output leaving these turbines as non-compliant with the noise standards.

There is no available evidence that further adjustments to these turbines have been made to reduce these turbines to the required 35 dBA level.

#### **Wind Concerns Ontario**

Ottawa, Ontario

September, 2022

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<sup>1</sup> Ministry of Environment, Complaint Response and Management, Noise Measurement Training Presentation, June 2010.