



**TOWNSHIP OF MELANCTHON
HYBRID COUNCIL MEETING
THURSDAY, SEPTEMBER 7TH, 2023 - 5:00 P.M.**
Council meetings are recorded and will be available on the Township website under Quick Links – Council Agendas and Minutes within 5 business days of the Council meeting.

Join Zoom Meeting
<https://us02web.zoom.us/j/82018977344?pwd=SWpwelhBNWtIeDkrQjNyQmJzbjU2UT09>

Meeting ID: 820 1897 7344
Passcode: 526320

One tap mobile
+16475580588,,82018977344#,,,,*526320# Canada
+17789072071,,82018977344#,,,,*526320# 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: 820 1897 7344
Passcode: 526320

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 – August 10th, 2023**
- 7. Business Arising from Minutes**
- 8. Point of Privilege or Personal Privilege**
- 9. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
- 10. Public Works**
 1. Accounts
 2. 2023 Winter Sand Quote – Staff Recommendation (not in package – will follow)
 3. Other
- 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

Items for Information Purposes

1. Town of Caledon – Staff Report 2023-0384: Transfer of Part III Provincial Offences Act Prosecutions by the Province
2. Township of East Garafraxa Motion to Support the Town of Bradford West Gwillimbury Resolution Endorsing the right-to-repair movement
3. Ministry of the Environment, Conservation and Parks Update on Moving to a Project List under the Environmental Assessment Act
4. Town of Orangeville – Motion to support the motions of Township of Amaranth and Township of Melancthon regarding Shared and Combined Services for Fire Prevention and Protection Services in Dufferin County
5. Township of Clearview - Official Plan Review Notice of Public Open House & Public Meeting
6. RJ Burnside & Associates – Drainage Superintendent Services
7. Ministry of Infrastructure Memorandum regarding Red Tape Reduction for Designated Broadband Projects
8. Ministry of Natural Resources and Forestry – Streamlining of Approvals under the Aggregates Resources Act and Supporting Policy
9. Motion from the County of Dufferin for Staff to prepare a report on the process of the County engaging Subject Matter Experts to Support a Study on Fire Protection and Prevention Services in Dufferin County
10. Ministry of Municipal Affairs and Housing – Announcement regarding Building Faster Fund
11. Town of Grand Valley – Notice of Complete Application and Statutory Public Meeting for Zoning By—Law Amendment for 502180 Highway 89

12. Copy of an email that Harve Lyon sent to NDACT regarding the Strada Proposal
13. NVCA Board Meeting Highlights – August 2023
14. Letter to Mayor White and Council from Antonius Peeters, CEO EH!tel Networks Inc. regarding Mayor White's promotion of Rogers Internet
15. Response from Mayor White, on behalf of Council, to the letter from Antonius Peeters, CEO EH!tel

17. General Business

1. Accounts
2. Notice of Intent to Pass By-laws
 1. By-law to Authorize a Purchase Agreement between the Corporation of the Township of Melancthon and the Corporation of the Township of Southgate
 2. By-law to Authorize the Execution of a Consent Agreement between Steven Belford and the Corporation of the Township of Melancthon
 3. By-law to Appoint By-law Enforcement Officer for the Township of Melancthon
3. New/Other Business/Additions
 1. Notice of Motion – Deputy Mayor McLean to call on all Members of Parliament to vote in support of Bill C-310 to increase the firefighters' tax credit incentive
 2. Report from Denise B. Holmes CAO/Clerk regarding Draft Procedural and Procurement By-laws
 3. Other/Additions
4. Unfinished Business

18. Delegations

1. 5:30 p.m. – Heather Hill and Jody Hoag, Insurance Store – Presentation of the Township Insurance Program for 2023-2024
2. 6:00 p.m. – Tom Pridham, P.Eng., Drainage Engineer, RJ Burnside and Associates, Court of Revision – Schill Drainage Works

19. Closed Session

1. Items for Discussion:
 1. Section 239(2)(k) – a position, plan, procedure, criteria, instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – re: Joint Council meeting between Southgate and Melancthon scheduled for September 11, 2023 regarding Proposed Flato Development (Mayor White)
 2. Section 239(2)(f) – advice that is subject to Solicitor/Client privilege, including communications necessary for that purpose - 517462 County Road 124
 3. Section 239(2)(b) – Personal matters about an identifiable individual, including municipal or local board employees – Applications for the vacant position on the Horning's Mills Hall Board & Staffing – By-law Enforcement Officer
2. Approval of Draft Minutes – July 13, 2023 (Two sets)
3. Business Arising from Minutes
4. Rise With or Without Report from Closed Session

20. Third Reading of By-laws

21. Notice of Motion

22. Confirmation By-law

23. Adjournment and Date of Next Meeting – Thursday, September 21st, 2023
at 5:00 p.m.

APPLICATIONS TO PERMIT FOR APPROVAL
Sept 7, 2023 COUNCIL MEETING

PROPERTY OWNER	PROPERTY DESCRIPTION	SIZE OF BUILDING	TYPE OF STRUCTURE	USE OF BUILDING	DOLLAR VALUE	D.C.'s	COMMENTS/APPROVED OR NOT APPROVED
Alex Skillings	Plan 134 Lot 2 3 Oldfield Court	50m2 (538.19sqft)	Renovation to Existing Garage	Adding a loft for Work Office and In Law Suite	\$40,000	NO	Approved
Walter Ferrari Agent: Shajidul Islam	W Pt Lot 251 to 253, Con 4 SW 098183 4th Line SW	32.33m2 (347.99sqft)	Deck	Deck	\$10,000	NO	Approved
Gajinder Nanuan Agent: Aaron Triemstra - Custom CADD Inc	Plan 7M48, Lot 1 1 Rutledge Heights	394m2 (4240.98sqft)	Single Family Dwelling	Dwelling	\$1,000,000	YES	With Planner for Review
Vike Inc - Amanda Hayashi Agent: Pedro Pimentel Architect Inc	Pt Lot 32, Con 1 OS 825498 Melancthon-Nottawasaga Townline	144m2 (1227.09sqft)	Interior Renovations, New Front Porch and Replace Rear Deck	Dwelling	\$80,000	NO	With Planner for Review
Irvin Hoover Agent: Eli Sherk Ems Construction Inc	Lots 225 to 227, Con 2 NE 199100 2nd Line NE	166m2 (1786.81sqft)	Accessory Dwelling Unit	Accessory Dwelling Unit	\$250,000	NO	With Planner for Review

August 2, 2023

Dufferin Provincial Offences Administration Board
55 Zina Street
Orangeville, ON L9W 1E5

RE: STAFF REPORT 2023-0384: TRANSFER OF PART III PROVINCIAL OFFENCES ACT PROSECUTIONS BY THE PROVINCE

Dear Dufferin POA Board,

I am writing to advise that at the Town Council meeting held on July 26, 2023, Council adopted a resolution regarding Staff Report 2023-0384: Transfer of Part III Provincial Offences Act Prosecutions by the Province.

The resolution reads as follows:

That the Mayor and Clerk be authorized to execute the agreements necessary to facilitate the transfer of Part III Provincial Offences Act prosecutions to the Town upon the approval of the Town Solicitor;

That the Mayor send a letter to the Honorable Doug Downey, Attorney General as well as the Honourable Sylvia Jones, Deputy Premier and MPP for Dufferin-Caledon, advocating that any transfer agreements include a requirement that the provincial Crown Attorney's office continue to have carriage of Part III matters involving death or catastrophic injury;

That as a result of the transfer of Part III Provincial Offences Prosecutions, a new full-time headcount for the position of Prosecution Coordinator outlined in Staff Report 2023-0384 be created and funded from the 2023 POA Operating Budget for Caledon and Dufferin County;

That an unavoidable budget increase of \$91,455 be included in the 2024 budget for the full-time headcount; and

That a copy of the resolution and Staff Report be provided to the Dufferin POA Board.

A copy of Staff Report 2023-0384 has been enclosed for your reference. For more information regarding this matter, please contact the undersigned by email at Laura.Hall@caledon.ca or by phone at 905.584.2272 ext. 4288.

Thank you for your attention to this matter.

Sincerely,



Laura Hall, Director, Corporate Services / Town Clerk

Cc: Alexis Alyea, Manager, Legal and Court Services / Town Solicitor, Alexis.Alyea@caledon.ca

Meeting Date: July 11, 2023

Subject: Transfer of Part III Provincial Offences Act Prosecutions by the Province

Submitted By: Alexis Alyea, Manager, Legal and Court Services / Town Solicitor, Corporate Services

RECOMMENDATION

That the Mayor and Clerk be authorized to execute the agreements necessary to facilitate the transfer of Part III Provincial Offences Act prosecutions to the Town upon the approval of the Town Solicitor;

That the Mayor send a letter to the Honorable Doug Downey, Attorney General as well as the Honourable Sylvia Jones, Deputy Premier and MPP for Dufferin-Caledon, advocating that any transfer agreements include a requirement that the provincial Crown Attorney's office continue to have carriage of Part III matters involving death or catastrophic injury;

That as a result of the transfer of Part III Provincial Offences Prosecutions, a new full-time headcount for the position of Prosecution Coordinator outlined in Staff Report 2023-0384 be created and funded from the 2023 POA Operating Budget for Caledon and Dufferin County;

That an unavoidable budget increase of \$91,455 be included in the 2024 budget for the full-time headcount; and

That a copy of the resolution and Staff Report be provided to the Dufferin POA Board.

REPORT HIGHLIGHTS

- In 2017, Bill 177 (Stronger, Fairer Ontario Act (Budget Measures) 2017) received Royal Assent. Sections 162 and 173 of the POA were amended to allow the Province to enter into agreements with municipalities to prosecute Part III charges.
- Negotiations took place in 2018 and 2019 to facilitate the transfer of Part III prosecutions to municipalities, but were paused in 2020 and 2021 as a result of COVID court closures. Negotiations began again in 2022 with a number of municipalities piloting the transfer. Several more, including Mississauga, Brampton and York Region, have now accepted the transfer of Part III prosecutions.
- Legal staff began negotiations with the local Crown's Office earlier this year and are at a point that staff are recommending transfer of the Part III prosecutions and the execution of the Interim Transfer Agreement (attached as **Schedule "A"**), as well as any necessary amending agreements, upon the final approval of the Town Solicitor as to form and content.
- There will be increased costs to the municipality as result of the transfer, with no off-setting increase in revenue. However, there may also be benefits such as improved service delivery.

- One additional staff, a Prosecution Coordinator, will be required to assist with the anticipated increase in workload resulting from the transfer from the Province.

DISCUSSION

Background

In March of 1999, the Province transferred Provincial Offences Act (“POA”) Court program to the Town of Caledon, to provide court services for the Town as well as Dufferin County. To that end, the Province and the Town signed a Memorandum of Understanding (“MOU”) and a Local Side Agreement (“LSA”) which transferred to the Town the operation of the Provincial Offences Court and the prosecution of charges laid using the process under Parts I and II of the POA. Part I involves an officer issuing a ticket to a defendant. Part II involves parking tickets.

The Province retained the prosecution of charges laid using the process under Part III of the POA, except for those offences previously prosecuted by municipalities (primarily municipal by-law charges). Part III proceedings are commenced by swearing an Information and serving a summons requiring a defendant to appear in court and involve more serious charges.

The Provincial Offences Act amended to allow for transfer of Part III prosecutions

On Dec 14, 2017, Bill 177 (Stronger, Fairer Ontario Act (Budget Measures) 2017) received Royal Assent. Sections 162 and 173 of the POA were amended to allow the Province to enter into agreements with municipalities to prosecute Part III charges. These are primarily charges for offences under the Highway Traffic Act, Compulsory Automobile Insurance Act, and the Dog Owners’ Liability Act.

Caledon currently prosecutes Part III charges under its own municipal by-laws, and some Provincial statutes and regulations including the Building Code Act, Fire Protection and Prevention Act, Health Protection and Promotion Act, and Smoke Free Ontario Act.

Other Part III charges laid under various other Provincial statutes and regulations are prosecuted by the ministry responsible for the Act (e.g. Ministry of Labour, Ministry of Transportation, and Ministry of the Environment) as well as the municipal by-laws of the Dufferin county local municipalities. These are not included in the transfer by the Province.

Municipalities have begun accepting the Part III transfers

Conversations to facilitate the Part III transfers were begun by the Province but were paused as a result of COVID when provincial POA resources were pivoted to focus on the orderly closure and re-opening of POA courts. It was the stated intention of the Province

to roll out the transfers slowly based on the state of readiness of the local municipality in question. A number of municipalities agreed to pilot the transfer and were early adopters of the transfer of Part III prosecutions to the municipal level.

The local Crown Attorney offices throughout the province (who currently have responsibility for the Part III prosecutions) were to lead the conversations with their local municipalities. As of this year (March 13, 2023) responsibility for supervision of POA for Caledon and Dufferin transferred from Peel Crown Attorney's office to the Dufferin Crown Attorney's office, and discussions regarding the transfer to Caledon began in earnest.

Mississauga Council approved the transfer in June 2022, with an effective date to deliver prosecution services as of December 2022. Brampton Council approved the transfer in November, 2022. Both executed two-year Interim Transfer Agreements with the Province, with formal amending agreements of the Memorandum of Understanding and the Local side Agreement to follow. York Region has also executed an Interim transfer Agreement, with an effective date of prosecution services to begin January 2024.

Legal staff are advised by the Crown's office that, while roll-out has been slow based on local readiness, all municipalities will be expected to undertake Part III transfers in the near future. In staff's opinion, it is more beneficial to cooperate with the transfer with the potential to negotiate timing and other mitigation based on local concerns rather than wait until the transfer is potentially forced by the Province.

Concerns raised by Staff regarding the Transfer

Prior to recommending the transfer be authorized by Council, staff raised issues with the Crown's office related to any existing backlog of Part III charges as well as concerns regarding more serious Part III matters involving catastrophic injuries and fatalities.

a) Existing Backlog

Staff have requested and received information from the Crown's office regarding the existing Part III file load. Of particular concern are those matters that may be dated, where there the defendant may raise issues related to the length of time a Part III charge has been outstanding. The COVID court closures have lengthened time to trial considerably, and where the Crown's office has had carriage of a prosecution for an extended period of time, it was a concern to staff to have to take carriage of those matters and switch to local municipal prosecutors unfamiliar with the history of the files.

Staff have received commitments from the Crown's office to reduce the file list to current matters and the Crown's office is already taking steps to do so. Staff are recommending that the effective transfer date of any amending agreements be predicated on a smooth transition of current files only.

b) Catastrophic Injuries and Fatalities

Most Part III charges are matters that the Town's existing paralegal prosecutors are well equipped to handle and, with appropriate training, should be able to familiarize themselves with quickly. However, the most serious of Part III charges involve catastrophic injuries and fatalities. These charges often include enhanced media scrutiny which may require support from Town departments beyond the Prosecutions Group as well as resources and experience that current Town staff do not have. Further, these types of charges are infrequent enough that developing internal staff expertise is inefficient.

The current transfer contemplates that the Crown office **may** elect to retain carriage of certain Part III matters. Staff requested assurances from the Crown's office that it **will** retain carriage of all charges involving catastrophic injuries and fatalities. The Crown's office has advised that it has no authority to add language to the transfer that would change the wording from *may* to *will*. It remains entirely at the Crown's discretion whether to accept carriage of those matters. The Crown's office has offered to provide enhanced training to prosecutions staff regarding these types of serious charges, and also provided factors that it will consider when determining when it will retain carriage of more serious Part III catastrophic injuries and fatalities. It is staff's hope, which staff will continue to work with the Crown's office to implement, that Crown prosecutors continue to be assigned to these more serious Part III matters.

The following matters will remain with the Crown's office and will **not** be transferred to local municipalities:

- Part III/IX matters against Young Persons
- Matters where criminal proceedings have also been commenced out of the same circumstances
- Proceedings under Christopher's Law

Legal staff would like to see matters involving catastrophic injury or death be added to this list. Staff are recommending that Council advocate for this inclusion at the provincial level, to the Attorney General as well as the local MPP.

c) Other Issues to Consider

In addition to these issues raised with the Crown's Office, staff also identified a number of other considerations that may arise as a result of the transfer of Part III prosecutions to the Town.

a. A Prosecution Coordinator will be required

Firstly, Part III prosecutions are generally more staff-intensive than Part I and Part II charges. This difference is clear when prosecutors are dealing with an existing municipal by-law Part III charge, such as an illegal trucking depot, as compared to a Part II parking

ticket or a Part I moving violation, for example. Preparation for appearances as well as the number of required appearances per file are typically higher for Part III charges. Currently, Town Prosecutors attend court 5 days a week (approximately 1.6 days per week per prosecutor) plus appeals court once a month (as well as evening attendances at the tribunals run by Legislative Services). Part III prosecutions will add an additional 2 days of court a week (approximately 2.3 days of court each a week per prosecutors).

Additionally, disclosure for Part III files is typically more voluminous and required for every Part III file, not just when a trial is requested as is the case with Part I and Part II charges. Currently, there are no staff dedicated to performing disclosure. That work is performed by the Town's legal assistant staff, in order to permit the prosecution staff to work more efficiently (disclosure is an obligation of prosecution).

Further, electronic disclosure is currently not in place for Part III prosecutions, as the Crown's office is paper-based. Town prosecution staff used the COVID shut down time to enhance electronic filing systems, including disclosure, which is now entirely electronic. That system will have to be implemented for Part III charges so the service delivery standards remain consistent.

Considering the anticipated increase in disclosure, the need to transfer the disclosure system from paper-based to electronic and the additional support that existing prosecutors may require, staff recommend creating a Prosecution Coordinator position to assist with all disclosure and courtroom support. This position will assist the prosecutors in their file work, including accompanying prosecutors on busy court days to support virtual court appearances, provide prosecution office hours for service of documents at the Orangeville Courthouse, and provide dedicated telephone queue support to answer inquiries related to prosecution matters.

b. Undertaking Part III prosecutions will not increase revenues

Currently, all revenue generated from Part III prosecutions are retained by the POA Courts and are considered part of municipal general revenue. As such, no additional revenue is anticipated to offset the additional cost of prosecution.

Benefits arising from the Transfer

There may be benefits to the Town arising from the transfer of Part III prosecutions, including:

- Consistent electronic disclosure across POA charges for the public
- Enhanced service delivery to the public by having one prosecution office for defendants, agents, lawyers and witnesses to deal with (currently there are two

- offices - provincial prosecutors and municipal prosecutors), including one website portal and one inquiry phone line
- A more streamlined process and simplified communications regarding which office is dealing with the matter as there will only be one office for the majority of charges
- The majority of appeals will be handled by Town prosecutors which create consistency in approach to appeal court
- Police will have one prosecution office with one disclosure process
- Greater control in response to local specific issues/concerns/practices and procedures and opportunity for coordination between charges
- Professional development opportunities for staff

Authorization to execute amending agreements required

Considering the potential benefits arising from the consistency of prosecution service deliver and the potential that it is more beneficial to cooperate in the Part III transfer with timelines that the Town can control (instead of waiting for the Province to potentially force municipalities who do not cooperate with the transfer), staff are recommending (1) that the Mayor and Clerk be authorized to execute any necessary agreements to effect the transfer, and (2) that the position of Prosecution Coordinator be created to assist with the increased workload arising from the transfer.

As the roll-out has been phased, the Province is commencing with an Interim Transfer Agreement (attached as **Schedule “A”** to this Report) which will be in effect until 2025 and is consistent across all municipalities. While the Interim Transfer Agreement is in effect, the Province will work with the individual municipalities to amend the existing Memorandum of Understanding as well as the Local Side Agreement, which currently govern both the operation of the POA Courts by municipalities as well as the delivery of Part I and Part II prosecution services.

Authorization to negotiate and execute these amending agreements as well as the Interim Transfer Agreement are required, as well as potential data-sharing agreements regarding ongoing files and Victim/Witness Assistance Program. As Caledon operates the courts and existing (non-bylaw) POA prosecutions on behalf of the Dufferin municipalities, only the consent of the Town is required to the agreements. However, the Dufferin POA Board has been informed of the Province’s intentions regarding Part III’s and a copy of Council’s decision and direction will be provided to the Dufferin POA Board.

FINANCIAL IMPLICATIONS

To facilitate Part III prosecution services one (1) additional full-time headcount will be required for the position of Prosecution Coordinator. In 2023, this position will be funded as a POA expense netted from existing POA revenues and be reported as a negative variance. While there are no new revenues to be gained by taking on Part III prosecution

services, there are minor cost savings as currently the Province charges both Caledon and Dufferin \$90/ hour for Part III prosecution services. The position will be funded 30% from Dufferin County POA and 70% from Caledon POA, based on current Part III proportional volumes. For the 2024 budget, this will be an unavoidable budget increase of \$91,455 as there is no corresponding offset from an increase in POA revenues. The position is proposed to begin in October, 2023, to assist with the preparation for the transfer (including moving to electronic disclosure) with the final transfer to take place some time in 2024 (depending on when the backlog is in a state of readiness to be transferred).

COUNCIL WORK PLAN

Subject matter is not relevant to the Council Workplan.

ATTACHMENTS

Schedule "A": Interim Transfer Agreement

**PARTS III AND IX OF PROVINCIAL OFFENCES ACT
(ONTARIO)**

INTERIM TRANSFER AGREEMENT

- between -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Attorney General**

- and -

CORPORATION OF THE [Municipality]

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**PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM
TRANSFER AGREEMENT**

**THIS PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM
TRANSFER AGREEMENT (“Agreement”)** is made on the ____ day of _____,
20__,

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEY GENERAL**

(the “**Attorney General**”)

-and-

CORPORATION OF THE

(the “**Municipal Partner**”)

WHEREAS, pursuant to the *Streamlining of Administration of Provincial Offences Act*, 1997, S.O. 1998, c.4, (Bill 108), the Attorney General and the Municipalities, as defined below, may enter into an agreement authorizing such municipalities, in general, to conduct court administration and court support functions under the POA, as defined below, and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, the Attorney General and the Municipalities entered into memorandum of understandings and local side agreements whereby the Attorney General transferred to such municipalities, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, such transfer was documented between the Attorney General and the Municipal Partner in the MOU, as defined below, and the LSA, as defined below;

AND WHEREAS, pursuant to the *Stronger, Fair Ontario Act (Budget Measures)*, 2017, S.O. c.34, Sched. 35, s.12, the Attorney General and the Municipalities may enter into an agreement authorizing such municipalities, in general, to conduct prosecutions commenced under the POA;

AND WHEREAS, the Attorney General, as part of its transfer project, intends to request amendments to the memorandum of understandings and the local side agreements in accordance with such documents from the Municipalities in order to

transfer certain prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to such municipalities;

AND WHEREAS, the Attorney General, as part of an interim transfer project, would like to transfer the prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to the Municipal Partner and the Municipal Partner, as a participant in such project, wishes to accept such transfer;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the Attorney General and the Municipal Partner covenant and agree as follows:

ARTICLE I – INTERPRETATION

1.1 Definitions. The following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

- (a) **“Agreement”** means this agreement, including all of the schedules, attached hereto, and all amendments made hereto in accordance with the provisions hereof as the same may be amended, restated and/or supplemented from time to time;
- (b) **“Attorney General”** means Her Majesty the Queen in right of Ontario as represented by the Attorney General;
- (c) **“Crown”** means Her Majesty the Queen in right of Ontario;
- (d) **“Crown Prosecution Manual”** means the document located at www.ontario.ca/document/crown-prosecution-manual, as amended from time to time;
- (e) **“Effective Date”** means **[insert]**;
- (f) **“Expiry Date”** means two (2) years from the Effective Date;
- (g) **“Indemnified Parties”** means each of the following and their directors, officers, advisors, agents, appointees and employees: the Crown and the members of the Executive Council of Ontario;
- (h) **“Losses”** means liabilities, costs, damages, and expenses (including legal, expert, and consulting fees);
- (i) **“LSA”** means a local side agreement between the Attorney General and the Municipal Partner with an effective date of **[insert]**;
- (j) **“MOU”** means a memorandum of understanding between the Attorney General and the Municipal Partner dated on the execution date by the Attorney General of **[insert]**;

- (k) **"Municipalities"** means, collectively, all of the municipalities of the Province of Ontario who have entered into a memorandum of understanding and a local side agreement for purposes of the transfer of, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;
 - (l) **"Municipal Partner"** means Corporation of the;
 - (m) **"POA"** means the *Provincial Offences Act* (Ontario);
 - (n) **"Proceedings"** mean any action, claim, demand, lawsuit, or other proceeding;
 - (o) **"Term"** means the period commencing on the Effective Date and ending on Expiry Date unless the Term is extended or otherwise terminated pursuant to this Agreement;
 - (p) **"Transfer Agreement"** means, collectively, the MOU and the LSA;
 - (q) **"Transferred Property"** means any and all property relating to the Transferred Prosecutions including, but not limited to, systems, records, data, information, and materials in the possession or control of, or owned by, the Municipal Partner unless such property has been purchased by the Municipal Partner and has not been agreed to be transferred to the Attorney General;
 - (r) **"Transferred Prosecutions"** has the meaning ascribed to it in Section 2.2(a) hereof; and
 - (s) **"WSIA"** means the *Workplace Safety and Insurance Act, 1997* (Ontario).
- 1.2 Currency.** Any reference to currency is to Canadian currency and any amount disbursed, paid, or calculated is to be disbursed, paid or calculated in Canadian currency.
- 1.3 Statute and Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.4 Singular/Plural and Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase also shall apply to the plural form and such term, word or phrase and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require.
- 1.5 Pronouns.** Each use in this Agreement of neuter pronoun shall be deemed to include the masculine and feminine variations thereof and vice versa and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case and the context may permit or require.

- 1.6 Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.7 Paramountcy.** The parties hereto agree that this Agreement shall be read, to the extent possible, as an addition to and not to derogate from the Transfer Agreement and shall only supersede the specific terms and conditions of the Transfer Agreement to the extent of a conflict or an inconsistency in the circumstances. All other terms and conditions of the Transfer Agreement shall remain in full force and effect, unaffected and unaltered by this Agreement.

ARTICLE II –INTERIM TRANSFER OF PARTS III AND IX OF THE POA

- 2.1 General.** The parties hereto acknowledge and agree that this Agreement shall only apply to the prosecutions prosecuted by the Criminal Law Division of the Ministry of the Attorney General under Parts III and IX of the POA.
- 2.2 Parts III and IX of the POA Interim Transfer.** On the Effective Date, the Attorney General shall:
- (a) transfer to the Municipal Partner and the Municipal Partner shall accept the following:
 - (i) the prosecutions of matters designated as contraventions under the *Contraventions Act* (Canada) and commenced under Parts III and IX of the POA;
 - (ii) prosecution of proceedings commenced under Parts III and IX of the POA;
 - (iii) the conduct of appeals of proceedings commenced under Parts III and IX of the POA where the Attorney General transferred the prosecution of the proceeding to the Municipal Partner,
 but such transfer excludes the following:
 - (iv) the prosecution of matters under Parts III and IX of the POA as against a Young Person, as defined under Part VI of the POA;
 - (v) any matter under Parts III and IX of the POA where criminal proceedings have also been commenced arising out of the same circumstances;
 - (vi) any proceeding under *Christopher's Law (Sex Offender Registry), 2000* (Ontario);
 - (vii) any proceeding stated in the Crown Prosecution Manual, as amended from time to time, being retained by the Attorney General;
 - (viii) any and all:

- (A) applications for leave to the Court of Appeal; and
 - (B) appeals to the Court of Appeal,
- for matters with respect to Parts III and IX of the POA, which have been prosecuted by the Attorney General at trial;
- (ix) any and all appeals to the Ontario Court of Justice where:
 - (A) the appeal hearing is scheduled to begin within sixty (60) days after the Effective Date;
 - (B) the appeal hearing began before the Effective Date; or
 - (C) the Attorney General is an appellant in a matter in which it has prosecuted such matter at trial,
 for matters with respect to Parts III and IX of the POA; and
 - (x) any and all Part IX of the POA proceedings where:
 - (A) the hearing is scheduled to begin within sixty (60) days after the Effective Date; or
 - (B) the hearing began before the Effective Date; but the order or disposition is not complete,
- (collectively, the “**Transferred Prosecutions**”); and
- (b) deliver to the Municipal Partner:
 - (i) a list of the Transferred Prosecutions;
 - (ii) the original records and files of the Transferred Prosecutions; and
 - (iii) a list of all open files that will be retained by the Attorney General.

2.3 Right to Intervene. Notwithstanding anything else in this Agreement, the Attorney General maintains the right to intervene in any of the Transferred Prosecutions and shall be responsible for any and all costs from such intervention.

ARTICLE III – COSTS

3.1 Costs. The Municipal Partner shall not remit to the Minister of Finance any amount owing pursuant to Section 165(5)(c) of the POA for costs incurred by the Attorney General for matters under Sections 2.2(a)(iv) to (x) hereof; and (b) Sections 173(2)1 and 173(2)2 of the POA.

ARTICLE IV – COVENANTS

4.1 The Municipal Partner's Covenants. The Municipal Partner covenants and agrees, at all times during the Term, that it shall:

- (a) provide full and timely disclosure to defendants in accordance with the law;
- (b) make efforts to advise the family members and other interested parties of significant developments throughout the proceedings in cases that involve a fatality in accordance with the Crown Prosecution Manual;
- (c) only proceed to prosecute a charge where there is a reasonable prospect of conviction and it is in the public interest to do so in accordance with the Crown Prosecution Manual;
- (d) screen all private prosecutions for reasonable prospect of conviction and, when necessary, assume the conduct of the proceedings in order to ensure that they are pursued in the interests of the administration of justice; and
- (e) maintain a reporting protocol to notify the Crown Attorney and the Attorney General of any matter that appears likely to raise a substantive legal issue at trial or appeal, including:
 - (i) an application for judicial review or prerogative writ sought in relation to a prosecution transferred;
 - (ii) any thing that may affect the administration, constitutional validity, or enforceability of a statute or regulation;
 - (iii) any matter where there could be a substantial public interest in its outcome including, but not limited to, where leave to appeal to the Court of Appeal has been granted; and
 - (iv) the anticipated withdrawal or stay of any matter involving a death while using a vehicle, a motorized snow vehicle, or an off-road vehicle under a provincial act;
- (f) as required by the Attorney General, make reasonable efforts to provide workspace for the Attorney General;
- (g) upon request, grant access to its available courtroom technology for such time as required by the Attorney General;
- (h) once informed, adhere to any and all of the Attorney General's intervention policies with respect to the Transferred Prosecutions;
- (i) adhere to all applicable laws;
- (j) provide, at a minimum, the same services and level of service delivery as were provided by the Attorney General with respect to the Transferred Prosecutions; and
- (k) as expeditiously as possible, bring to the attention of the Attorney General any and all matters that may be significant or contentious including, but not limited

to, alleged prosecutorial impropriety, misconduct, and constitutional challenges.

4.2 The Attorney General's Covenants. The Attorney General covenants and agrees, at all times during the Term, that it shall:

- (a) as required by the Municipal Partner, make reasonable efforts to provide workspace for the Municipal Partner; and
- (b) upon request, grant access to its available courtroom technology for such time as required by the Municipal Partner.

ARTICLE V – INDEMNITY AND INSURANCE

5.1 Indemnity from the Municipal Partner. The Municipal Partner shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Municipal Partner or the Municipal Partner's personnel in the course of the performance of the Municipal Partner's obligations under this Agreement or otherwise in connection with this Agreement.

5.2 Municipal Partner's Insurance. The Municipal Partner hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Municipal Partner would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) products and completed operations aggregate. The policy is to include the following:
 - (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipal Partner's obligations under, or otherwise in connection with, this Agreement;
 - (ii) contractual liability coverage;
 - (iii) cross-liability clause;
 - (iv) employers liability coverage (or compliance with the section below entitled "Proof of WSIA Coverage" is required);

- (v) thirty (30) day written notice of cancellation, termination or material change;
- (vi) tenants legal liability coverage (if applicable and with applicable sub-limits); and
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million Dollars (\$5,000,000) per claim and in the annual aggregate.

5.3 Proof of Insurance. The Municipal Partner shall provide the Attorney General with certificates of insurance, or other proof as may be requested by the Attorney General, that confirms the insurance coverage as provided for in Section 5.2, hereof and renewal replacements on or before the expiry of any such insurance. Upon the request of the Attorney General, a copy of each insurance policy shall be made available to it. The Municipal Partner shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Transferred Prosecutions.

5.4 Proof of WSIA Coverage. If the Municipal Partner is subject to the WSIA, it shall submit a valid clearance certificate of WSIA coverage to the Attorney General prior to the execution of this Agreement by the Attorney General. In addition, the Municipal Partner shall, from time to time at the request of the Attorney General, provide additional WSIA clearance certificates. The Municipal Partner covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the Term, under the WSIA, failing which the Attorney General shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Municipal Partner or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Municipal Partner pursuant to this Agreement together with all costs incurred by the Attorney General in connection therewith.

5.5 Municipal Partner Participation in Proceedings. The Municipal Partner shall, at its expense, to the extent requested by the Attorney General, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Attorney General may elect to participate in or conduct the defence of any such Proceeding by notifying the Municipal Partner in writing of such election without prejudice to any other rights or remedies of the Attorney General under this Agreement, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating

with the other's counsel. The Municipal Partner shall not enter into any settlement unless it has obtained the prior written approval of the Attorney General. If the Municipal Partner is requested by the Attorney General to participate in or conduct the defence of any such Proceeding, the Attorney General agrees to co-operate with and assist the Municipal Partner to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Attorney General conducts the defence of any such Proceedings, the Municipal Partner agrees to co-operate with and assist the Attorney General to the fullest extent possible in the Proceedings and any related settlement negotiations.

- 5.6 Indemnity from the Attorney General.** Save and except for the indemnification by Ontario in favour of the Municipal Partner as provided for in section 15.2 of the MOU, the wording, scope, effect, and consequence of which shall apply, *mutatis mutandis*, to the provisions and obligations within this Agreement, including but not limited to, those in relation to the Transferred Prosecutions as contemplated hereunder, any express or implied reference in any other document (including subcontracts) as related to the Transferred Prosecutions as contemplated hereunder or to the Attorney General providing any other indemnity or other form of indebtedness or contingent liability that would otherwise directly or indirectly increase the indebtedness or contingent liabilities of the Crown, whether at the time of execution of this Agreement or at any time during its Term, shall be void and of no legal effect.

ARTICLE VI – TERMINATION AND EXPIRY

- 6.1 Termination for Cause.** The Attorney General may immediately terminate this Agreement upon giving notice to the Municipal Partner where there is a breach of this Agreement and such right of termination is in addition to all other rights of termination available at law, or events of termination by operation of law.
- 6.2 Dispute Resolution by Rectification Notice.** Subject to the above section, where the Municipal Partner fails to comply with any of its obligations under this Agreement, the Attorney General may issue a rectification notice to the Municipal Partner setting out the manner and timeframe for rectification. Within seven (7) business days of receipt of that notice, the Municipal Partner shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Attorney General. If the Municipal Partner fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Attorney General may immediately terminate this Agreement. Where the Municipal Partner has been given a prior rectification notice, the same subsequent type of non-compliance by the Municipal Partner shall allow the Attorney General to immediately terminate this Agreement.
- 6.3 Termination on Notice.** The Attorney General reserves the right to terminate this Agreement, without cause, upon ninety (90) days prior notice to the Municipal Partner.

6.4 Municipal Partner's Obligations on Termination. On termination of this Agreement, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:

- (a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the termination of this Agreement;
- (b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;
- (c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;
- (d) execute such documentation as may be required by the Attorney General to give effect to the termination of this Agreement;
- (e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;
- (f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice during the termination period; and
- (g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.

6.5 Termination in Addition to Other Rights. The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies of the Attorney General under this Agreement, at law or in equity.

6.6 Attorney General's Rights and Remedies and Municipal Partner's Obligations Not Limited to Agreement. The express rights and remedies of the Attorney General and obligations of the Municipal Partner set out in this Agreement are in addition to and shall not limit any other rights and remedies available to the Attorney General, or any other obligations of the Municipal Partner at law or in equity.

6.7 Municipal Partner's Rights on Termination. On termination of this Agreement, the Attorney General shall permit the Municipal Partner access to the Transferred Property including, the right to make and keep copies of documents; provided that, the Municipal Partner is named or otherwise becomes a party to any legal proceedings, or is placed on notice that it will be named as a party to a legal proceedings, arising from or in connection with the performance by the Municipal Partner of the Transferred Prosecutions.

6.8 Expiry of Agreement. This Agreement shall expire on the Expiry Date.

6.9 Municipal Partner's Responsibility on Expiry. On the Expiry Date, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:

- (a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the Expiry Date;
- (b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;
- (c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;
- (d) execute such documentation as may be required by the Attorney General to give effect to the expiry of this Agreement;
- (e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;
- (f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice; and
- (g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.

ARTICLE VII – NOTICE

7.1 Notices. Any demand, approval, consent, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, courier or mailed by first class registered mail, prepaid postage or by facsimile transmission, or other verifiable electronic means of communication addressed to the respective parties as follows:

- (a) To the Attorney General:

Ministry of Attorney General
Criminal Law Division
720 Bay St., 9th Floor
Toronto, ON M7A 2S9

Attention: Tammy Browes-Bugden, Director, Strategic Operations and Management Centre (SOMC)

Telephone No.: 416-305-2916
E-mail: Tammy.Browes-Bugden@ontario.ca

- (b) To the Municipal Partner:

Corporation of the
[insert]

Attention: [insert]

Telephone No.: [insert]

E-mail: [insert]

or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first (1st) Business Day thereafter. Any communication made or given by facsimile on a Business Day before 4:00 p.m. shall be conclusively deemed to have been given and received on such Business Day and otherwise shall be conclusively deemed to have been given and received on the first (1st) Business Day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing but if, at the time of mailing or within five (5) Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by any other means provided for in this Section.

ARTICLE VIII – MISCELLANEOUS

- 8.1 Entire Agreement.** This Agreement, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings. No agreement purporting to amend or modify this Agreement or any document or paper relating thereto or connected herewith is valid and binding unless it is in writing and signed and accepted in writing by the Attorney General and the Municipal Partner.
- 8.2 Assignment.** The Municipal Partner may not assign this Agreement or any of the benefits or obligations hereunder to any person, without the prior written consent of the Attorney General. The Attorney General will have the right at any time to assign this Agreement and any of its rights and obligations hereunder to any person.
- 8.3 Waiver.** The failure or delay by a party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement, and any course of action on the part of such party, shall not operate as a waiver of any rights of the party unless made in writing by such party. Any waiver by a party shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance.

- 8.4 Severability.** Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.
- 8.5 Further Assurances.** Each party will at any time and from time to time, upon the request of the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to evidence, carry out and give full effect to the terms, conditions, intent, and meaning of this Agreement.
- 8.6 Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their successors and their permitted assigns.
- 8.7 Survival.** Sections 5.1, 5.5, 6.4, 6.9, and 8.7 shall survive any termination, expiration, or cancellation of this Agreement.
- 8.8 Counterparts and Execution by Facsimile and Electronic Mail.** This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed copy of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.
- 8.9 Non-Agent.** The Municipal Partner shall have no power or authority to bind the Attorney General or to assume or create any obligation or responsibility, express or implied, on behalf of the Attorney General. The Municipal Partner shall not hold itself out as an agent, partner, or employee of the Attorney General. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Attorney General and the Municipal Partner or constitute an appointment under the *Public Service of Ontario Act, 2006*, (Ontario).
- 8.10 Confidentiality.** The parties acknowledge that personal information, as defined under the *Freedom of Information and Protection of Privacy Act* (Ontario) and the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), will be disclosed and exchanged between the parties hereto and that such disclosure and exchange is authorized under the such acts.
- 8.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page is intentionally left blank; Signature page to follow.]

IN WITNESS HEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
ATTORNEY GENERAL**

Susan Kyle,
Assistant Deputy Attorney General,
Criminal Law Division

CORPORATION OF THE

Name:
Title

Name:
Title

I/We have the authority to bind the
corporation.



TOWNSHIP OF EAST GARAFRAXA
065371 DUFFERIN COUNTY ROAD 3 • UNIT 2
EAST GARAFRAXA • ON • L9W 7J8
T: 226-259-9400 • TOLL FREE: 877-868-5967 • F: 1-226-212-9812
www.eastgarafraxa.ca

August 4, 2023

Hon. Francois-Philippe Champagne PC MP
Minister of Innovation, Science and Economic Development
Via Email: ministerofisi-ministredeisi@ised-isde.gc.ca

Hon. Marie-Claude Bibeau PC MP
Minister of Agriculture
Via Email: Marie-Claude.Bibeau@parl.gc.ca

Re: Town of Bradford West Gwillimbury Resolution – The Right-to-Repair Movement

At the regular Council Meeting held on July 25, 2023 the following resolution was passed:

**MOVED BY HALLS, SECONDED BY STIRK
BE IT RESOLVED THAT:**

Council of the Township of East Garafraxa do hereby support the Town of Bradford West Gwillimbury resolution endorsing the right-to-repair movement;

And further that a copy of the resolution be forwarded accordingly.

CARRIED

Sincerely,

**Corporation of the
Township of East Garafraxa**

Shannon Peart
Administrative Assistant/ Clerk's Department

Enclosure: Town of Bradford West Gwillimbury letter dated June 9, 2023

cc: Dufferin County and Local Municipalities

Office of the Mayor

9 June 2023

VIA EMAIL

Hon. François-Philippe Champagne PC MP
Minister of Innovation, Science and Economic Development
Via email: ministerofisi-ministredeisi@ised-isde.gc.ca

Hon. Marie-Claude Bibeau PC MP
Minister of Agriculture
Via email: Marie-Claude.Bibeau@parl.gc.ca

Dear Ministers:

On behalf of the Council of the Town of Bradford West Gwillimbury, we are writing to you pursuant to the enclosed motion to endorse the right-to-repair movement and to call on your government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken.

Right to Repair is a simple environmental and consumer protection measure: it ensures consumers are able to reasonably access repairs to electronic and other devices at a fair price, rather than creating a monopoly through technology companies only being able to repair their own products. This measure will also help reduce waste by combatting planned obsolescence, where companies make products that are only intended to last for a period of some years, and are not really repairable.

Further, farmers and growers are intimately familiar with the particular nuances of this issue when it comes to increasingly high-tech agricultural equipment. As the “soup and salad bowl of Canada”, Bradford West Gwillimbury is home to many farmers and growers, so we know firsthand how important an issue these consultations will be.

Our Council has shown in recent years that we are at the forefront of advocating for important environmental protections, including the Freshwater Action Fund, and we are grateful to our new Green Initiatives Committee for recommending this current piece of advocacy to protect the environment and consumers.

A copy of the motion is enclosed. We would be happy to meet with you or your representatives to discuss this further.

Sincerely yours,



James Leduc
Mayor

CC: John Barlow, MP Foothills
 Rick Perkins, MP South Shore—St. Margarets
 Alistair MacGregor, MP Cowichan—Malahat—Langford
 Rachel Blaney, MP North Island—Powell River
 Scot Davidson, MP York—Simcoe
 Federation of Canadian Municipalities
 Association of Municipalities of Ontario
 Ontario's Municipal Councils
 Ontario's Conservation Authorities

At its Regular meeting of Council held on Tuesday, June 6, 2023, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution: 2023-199

Moved: Councillor Verkaik

Seconded: Councillor Harper

Whereas the “right-to-repair” movement seeks to ensure consumers of electronic products, including mobile phones and computers, as well as agricultural equipment, are able to make routine fixes to damaged products without having to rely on the manufacturer and to affordably make such repairs; and

Whereas this movement and efforts against “planned obsolescence” seeks to ensure affordability for consumers and to protect our environment by reducing electronic waste; and

Whereas the agricultural sector has unique needs related to specialized electronic farm equipment and the ability to make repairs in a timely and affordable manner, especially during the growing season; and

Further to a commitment in the 2023 federal budget that “the government will work to implement a right to repair, with the aim of introducing a targeted framework for home appliances and electronics in 2024. The government will launch consultations this summer, including on the right to repair and the interoperability of farming equipment, and work closely with provinces and territories to advance the implementation of a right to repair” (p. 38); and

Be it therefore resolved that the committee recommend Council endorse the right-to-repair movement through a letter from the Mayor and Green Initiatives Committee Chair to call on the federal government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken; and

That a copy of this resolution and letter be shared with the Minister of Innovation, Science and Economic Development; the Minister of Agriculture and their critics; and the Member of Parliament for York—Simcoe; and to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and Ontario’s Municipal Councils, with a request for their endorsement of same.

Result: CARRIED.

August 9, 2023

Greetings,

Today, I am writing to provide you with an update on recent decisions made by the province to modernize Ontario's environmental assessment (EA) program.

Moving to a Project List under the *Environmental Assessment Act*

A key element of the EA modernization initiative is identifying projects that should be subject to EA requirements in a regulation. The move to a project list approach is a shift from the current framework where environmental assessment requirements are based mainly on who is undertaking the project.

In November 2021, the ministry began consultation on a proposal for the projects that would require a comprehensive EA and related actions, and the ministry is now proceeding with certain policy elements from the 2021 proposal. Specifically, the ministry has made amendments to three regulations and updated two related guides, as further described below. The changes will simplify processes and provide new exemptions. The remaining elements of comprehensive EA projects regulation proposal and related actions are under consideration.

In March 2023, the ministry updated the Moving to a Project List Environmental Registry posting with a revised proposal. The revisions to the proposal do not relate to the policy elements discussed within this update.

Amendments to Certain Regulations under the *Environmental Assessment Act*

Amendments to three regulations under the *Environmental Assessment Act* have been approved, and related actions have been taken, implementing certain policy elements of the proposal [Moving to a project list approach under the Environmental Assessment Act](#):

- The Waste Management Projects Regulation (Ontario Regulation 101/07) was amended to change the environmental assessment requirements for certain landfill expansion projects and to make the minister the decision-maker for a request to elevate a waste management project following the streamlined environmental assessment process to an individual environmental assessment

- The Transit Projects and Metrolinx Undertakings (Ontario Regulation 231/08) was amended to authorize the minister to amend or revoke conditions previously imposed in a notice given by the minister to allow the proponent to proceed with a transit project.
- The General Regulation (Ontario Regulation 334) was amended to expand the current exemption for Crown undertakings (activities) related to land claim settlements to include those Crown undertakings related to any settlement of the Algonquins of Ontario Land Claim.
 - The Algonquin Land Claim Declaration Order was also amended to align with the exemption in the regulation.

Updated Guide to Environmental Assessment Requirements for Waste Management Projects

The Guide to Environmental Assessment Requirements for Waste Management Projects ([Waste Guide](#)) has been updated to reflect amendments to the environmental assessment requirements set out in Ontario Regulation 101/07, and to make other administrative updates. The changes include:

- Updating the EA requirements for certain landfill expansion projects.
- Making the minister the decision-maker in relation to elevation requests.
- Updating the regulatory terminology and description of EA requirements in light of recent amendments to the Regulation related to thermal treatment, to include advanced recycling and the resulting recovery of materials, and identifying information to be included when undertaking the Environmental Screening Process for an advanced recycling (thermal treatment) project.
- Administrative updates recognizing the Guide was last updated in 2007.

Updated Guide to Environmental Assessment Requirements for Electricity Projects

The Guide to Environmental Assessment Requirements for Electricity Projects ([Electricity Guide](#)) has been updated to change the decision-making authority for elevation requests for electricity projects and make other administrative updates to reflect changes since the guide was last updated. The changes include:

- Adding information to Section A.6.2.3 (Consultation with Indigenous Communities) of the guide to align with the Waste Guide, including in relation to the Crown's duty to consult, contacting the ministry for a list of Indigenous communities for consultation, and documenting the consultation process.
- Updating the ministry's name to "Ministry of the Environment, Conservation and Parks".
- Updating the thresholds for transmission line projects that determine the type of environmental assessment process required.

The regulations were filed and came into force on August 8, 2023 and the updated guides are in effect (posted to the Environmental Registry website on August 8, 2023).

Further details of the amendments to the three regulations and related actions and copies of the updated guides are available on the Environmental Registry of Ontario ([ERO 019-4219](#)). Details about the regulatory amendments made with respect to advanced recycling are available here ([ERO 019-4867](#)). More information on our other efforts to modernize the EA program can also be found at: [Modernizing Ontario's environmental assessment program](#).

Please do not hesitate to contact my team at EAModernization.mecp@ontario.ca if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Cross".

Annamaria Cross
Director, Environmental Assessment Modernization
Ministry of the Environment, Conservation and Parks

Denise Holmes

From: Lindsay Raftis <lraftis@orangeville.ca>
Sent: Friday, August 4, 2023 10:54 AM
To: wmills@dufferincounty.ca; jcreelman@dufferincounty.ca; ggardhouse@dufferincounty.ca; cgerrits@dufferincounty.ca; shall@dufferincounty.ca; ehawkins@dufferincounty.ca; jhorner@dufferincounty.ca; glittle@amaranth.ca; jmclean@dufferincounty.ca; fred.nix@townofmono.com; lpost@dufferincounty.ca; prentsch@dufferincounty.ca; ssoloman@dufferincounty.ca; ttaylor@dufferincounty.ca; dwhite@dufferincounty.ca; Nicole Martin; Jessica Kennedy; Meghan Townsend; Denise Holmes; Fred Simpson; Tracey Atkinson; Jennifer Willoughby
Cc: Ashleigh Milliner-Cowan
Subject: Orangeville Council Resolution Re: Shared and Combined Services & Fire Prevention and Protection Services
Attachments: Township of Amaranth - Shared and Combined Services.pdf; Township of Melancthon - Fire Prevention and Protection Services in Dufferin County.pdf

Good morning,

Please be advised that Orangeville Council at its regular meeting held on June 5, 2023, passed the following resolution:

Be it resolved:

That the Council of the Town of Orangeville supports the Township of Amaranth resolution dated April 5, 2023 with respect to shared and combined services;
And that the Council of the Town of Orangeville further supports the Township of Melancthon resolution dated May 23, 2023 with respect to Fire Prevention and Protection Services;
And that this motion be forwarded to all Dufferin County municipalities, as well as Dufferin County Council, and all local tier Fire Department Boards of Management and Advisory Boards.

Please see attached resolutions supported by Orangeville Council for your convenience and please forward this email to your local tier Fire Department Boards of Management and Advisory Boards.

Thank you,

Lindsay Raftis | Assistant Clerk | Corporate Services

Town of Orangeville | 87 Broadway | Orangeville, ON L9W 1K1

519-941-0440 Ext. 2242 | Toll Free 1-866-941-0440 Ext. 2215

lraftis@orangeville.ca | www.orangeville.ca



OFFICIAL PLAN REVIEW

NOTICE OF PUBLIC OPEN HOUSE & PUBLIC MEETING

The Township of Clearview will be hosting a Public Open House and a Public Meeting, pursuant to Sections 17 and 26 of the *Planning Act* (R.S.O. 1990, c. P.13), regarding the Township's proposed new Official Plan. This public notice invites you to engage in the public process, if you so desire.

The Proposal:

Section 26 of the *Planning Act* requires that Official Plans be regularly reviewed and updated. The Township of Clearview's current Official Plan was adopted in 2001, and it is time to renew our community's vision for the future and to bring the Official Plan's policies into alignment with Provincial and County requirements and guidelines. The proposed new Official Plan, which will replace the current Official Plan, is an updated statement of the goals, objectives, and policies that will guide future growth and development in the Township over the next twenty years. The proposed new Official Plan is intended to ensure that future growth happens in a sustainable manner and is provided with the necessary infrastructure, transportation, and public service facilities.

The subject lands of the proposed new Official Plan comprise the entire municipal territory of the Township of Clearview. (For this reason, no key map of the subject lands has been provided with this notice.)

Public Open House Information:

The purpose of the Public Open House is to give members of the public the opportunity to discuss and ask questions about the proposed Official Plan and supporting information and material with Township Staff and Consultants. Feel free to drop in anytime during the Open House session.

Date: Wednesday, August 16, 2023

Time: 2:00 to 4:00 PM

Where: Council Chambers, Township of Clearview Administration Centre
217 Gideon Street, Stayner, Ontario

Public Meeting Information:

The purpose of the Public Meeting is to give the public an opportunity to express their views and make representations regarding the proposed Official Plan. Please note that the Public Meeting will be preceded by an informal drop-in Public Information Session, beginning at 5:30 PM in the Administration Centre.

Date: Wednesday, August 30, 2023

Time: 5:30 PM - Public Information Session

6:30 PM - Formal Public Meeting

Where: Council Chambers, Township of Clearview Administration Centre
217 Gideon Street, Stayner, Ontario



OFFICIAL PLAN REVIEW

NOTICE OF PUBLIC OPEN HOUSE & PUBLIC MEETING

How to Participate:

We invite and encourage you to comment on the proposed new Official Plan and to engage in the public process with us. Comments may be made by making oral submissions at the Public Meeting or providing written submission to the Township. All comments will be reviewed and will be provided to Council as part of the final recommendation report.

If you wish to be notified of Council's decision regarding the adoption of the proposed new Official Plan, please submit your request in writing to the Township using the information provided. Please be advised that your written comment and request to be notified will form part of the public record, and that your communication and any personal information included therein (such as your name and e-mail address) will be made available to the public, unless you expressly request that such information be removed.

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

For owners of land that contains seven or more residential units, please ensure that this notice is posted so that it is visible to all of the residents.

Your Rights to Appeal:

Please be advised that the County of Simcoe is the approval authority for the proposed new Official Plan. Should Council choose to adopt the proposed new Official Plan, the adopted Plan along with the supporting information and materials will be forwarded to the County for consideration. Under Subsection 17 (34) of the *Planning Act*, the County may approve the adopted Plan (or any part thereof), modify the adopted Plan (or any part thereof) and approve it as modified, or refuse to approve the adopted Plan (or any part thereof).

Under Subsection 17 (36) of the *Planning Act*, only those persons who made oral submissions at the Public Meeting or written submissions to Council prior to the adoption of the Plan have the right to appeal the County's decision. Anyone who does not make an oral or written submission regarding an Official Plan before its adoption:

- (i) does not have the right to appeal the County's decision to the Ontario Land Tribunal; and
- (ii) 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.



OFFICIAL PLAN REVIEW NOTICE OF PUBLIC OPEN HOUSE & PUBLIC MEETING

For More Information:

There are several ways to find more information about the proposed new Official Plan.

Visit the **website** for the Official Plan Review project:



Contact the Township Planner supervising the project:

Amy Cann, Director of Planning & Building
acann@clearview.ca
(705) 428-6230 ext. 264

Contact the consulting Planners at GSP Group:

Patrick Casey, Planner
pcasey@gspgroup.ca
(226) 499-6769

Visit the Township of Clearview Administration Centre, or write to the Community Services Department at the Administration Centre:

Box 200, 217 Gideon Street, Stayner, ON L0M 1S0
Monday to Friday, 8:30 AM to 4:30 PM

Notice dated: 10 August 2023



August 11, 2023

Via: Email

Sarah Culshaw
Treasurer/Deputy Clerk
Township of Melancthon
157101 Highway No. 10
Melancthon ON L9V 2E6

Dear Sarah:

Re: Drainage Superintendent Services
File No.: D-ME-SUP
Project No.: MSO019743.2023

As we are now into the third quarter of the business year, we would appreciate updating our account for Professional Services. The enclosed invoice covers the time period from April 1, 2023, through June 29, 2023.

The work undertaken during this period includes the following:

April 2023

- Telephone discussion with Public Works Superintendent regarding possible blockage in the McCue Drain. Discussion with Dave Cowen regarding inspection to determine if trapping is required. Further discussion with Dave Cowen regarding the problem in the McCue Drain appeared to be caused by ice build-up and not a beaver dam.
- Forwarded invoice from Dave Cowen for setup cost and mileage to Township staff for trapping done outside of the County of Dufferin Nuisance Beaver Program.
- Received a request for trapping from Martin Ivancic on the McKibbon Drain. Completed Nuisance Beaver form and submitted documentation to Dufferin County Nuisance Beaver program administrator for dispatching of a trapper. Correspondence with both the property owner and Dave Cowen regarding the trapping work. Coordinated the dam removal on the downstream property.

May 2023

- Discussion with Leo Blydorp regarding possible blockage in the Hicks Drain holding back water and submerging his tile outlets. Requested ownership information of the affected properties from Township staff. Completed a field investigation of the drain. No beaver dams or blockages were located.

- Received a request for trapping from Leo Blydorp on the Gray Drain. Completed Nuisance Beaver form and submitted documentation to Dufferin County Nuisance Beaver program administrator for dispatching of a trapper. Correspondence with Dave Cowen regarding the trapping work. Notified by Dave Cowen that the beaver dam had been removed by the property owner.

June 2023

- Received a request for trapping from Leo Blydorp on the Stewart Drain. Completed Nuisance Beaver form and submitted documentation to Dufferin County Nuisance Beaver program administrator for dispatching of a trapper. Correspondence with Dave Cowen regarding the trapping work. Notified by Dave Cowen that the beaver dam had been removed by the property owner.
- Forwarded invoice from Dave Cowen to County staff for trapping (beavers caught) done outside of the County of Dufferin Nuisance Beaver Program.

As you are aware, the cost of employing a Drainage Superintendent is eligible for a 50% grant. The Ministry has requested that the grant application be submitted yearly. As such, the application will be completed for you at year's end.

Should you have any questions or if we can be of any further assistance in the meantime, please call.

Yours truly,

R.J. Burnside & Associates Limited

Drainage Superintendent



T.M. Pridham, P.Eng.
Drainage Engineer
TMP:ao

Enclosure(s) Invoice No. MSO019743.2023-2

Other than by the addressee, copying or distribution of this document, in whole or in part, is not permitted without the express written consent of R.J. Burnside & Associates Limited.

019743.2023 SCulshaw Drainage Sup Services Q2 230811
11/08/2023 12:13 PM



BURNSIDE

R.J. Burnside & Associates Limited
15 Townline
Orangeville, ON L9W 3R4
Phone: (519) 941-5331 Fax: (519) 941-7721
www.rjburnside.com

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

11 July 2023

Invoice No:

MSO019743.2023 - 2

Project MSO019743.2023 RJB File: D-ME-SUP-2023

Professional Services through 29 June 2023

	Hours	Amount	
Senior Engineer II			
Pridham, Thomas	11.00		
Tech IV			
Douglas, Myles	27.10		
Project Support II			
Olmstead, Amanda	.80		
Totals	38.90		
Total Labour			5,264.50
Travel - Mileage		40.32	
Misc Reimbursable Expense		118.12	
Total Reimbursables		158.44	158.44
HST #885871228	13.00 % of 5,422.94	704.98	
Total Tax		704.98	704.98
Total Amount Due in CDN Funds			<u>\$6,127.92</u>

Billings to Date

	Current	Previously	Billed to Date
Labor	5,264.50	16,101.50	21,366.00
Expense	158.44	249.86	408.30
Tax	704.98	2,125.68	2,830.66
Totals	6,127.92	18,477.04	24,604.96

Project Manager: Thomas Pridham

Client Number: 61

Please reference your billing client number when making payments via direct deposit or electronic transfer.

To pay via e-Transfer please use etransfers@rjburnside.com as payee.

Payment terms are net 30 days. Late payments are subject to a penalty of 1% per month (12% annually).

Ministry of Infrastructure

Infrastructure Programs and Projects
Division

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5

Ministère de l'Infrastructure

Division des programmes et des projets
d'infrastructure

777, rue Bay, 4 étage, Suite 425
Toronto (Ontario) M5G 2E5



MEMORANDUM TO: Municipal CAOs

FROM: Jill Vienneau
Assistant Deputy Minister
Infrastructure Program and Projects Division

DATE: August 14, 2023

SUBJECT: Red Tape Reduction for Designated Broadband Projects

I am pleased to write to you today to provide an update on our efforts to expand high-speed internet access across the province.

In Spring 2023, Ontario introduced the *Less Red Tape, Stronger Economy Act, 2023* to help build on the government's efforts to reduce burden for businesses, not-for-profit organizations, municipalities and other provincially regulated entities. The Ministry of Infrastructure would like to highlight two measures related to this initiative:

1. Amendments to the *Building Broadband Faster Act, 2021* (BBFA) to address barriers to timely municipal permit approvals and efficient infrastructure data collection.
2. Updated guidance to broadband stakeholders through a new version of the *Building Broadband Faster in Ontario Guideline*.

BBFA Amendments

The *Less Red Tape, Stronger Economy Act, 2023* (formerly Bill 91) received Royal Assent on June 8, 2023, amending the *Building Broadband Faster Act, 2021* (BBFA) to remove further barriers or delays to designated broadband project construction and to support a streamlined approach to the deployment of high-speed internet infrastructure in the province.

The amendments to the BBFA provided the Minister of Infrastructure with authority to set out certain new regulatory requirements related to infrastructure data collection and conditions for municipal permitting. Effective July 1, 2023, O. Reg. 436/22 Definitions

and Prescribed Provisions under the BBFA was amended, by way of a Minister's amending regulation, to set out the following:

1. **For infrastructure data collection under s. 20.1 of the BBFA:** Upon request from the Minister of Infrastructure, certain persons or entities who own or operate utility infrastructure within 100 metres of a designated broadband project must submit the requested data in the form required by the Minister within 15 business days of receiving the request.
2. **For municipal permitting under s. 10.1 of the BBFA:** Municipalities may not require proponents to execute a legal agreement in advance of providing access to municipal rights-of-way under s. 10.1 of the BBFA. However, municipalities may require internet service providers (ISPs) to agree in writing to take steps to negotiate such agreements in good faith as soon as reasonably possible as a condition for providing access to their rights-of-way.

These changes are intended to advance broadband projects and ensure mechanisms are in place to protect the interests of municipalities. The Ministry of Infrastructure is developing resources to support municipalities with cost recovery related to designated broadband projects and will ensure that appropriate measures are in place to protect data that is shared.

Building Broadband Faster in Ontario Guideline (Version 3.0)

The Ministry of Infrastructure and Infrastructure Ontario has also updated the Building Broadband Faster in Ontario Guideline (Version 3.0). This Guideline was first released in April 2021 with input from municipalities, ministries, and other partners as a tool to expedite the delivery of designated high-speed internet projects. It was updated in August 2022 as well as in August 2023, to reflect new regulatory requirements that came into effect after its original release.

Guideline 3.0 provides additional clarity and best practices for completing work for designated broadband projects in compliance with legislative and regulatory requirements under the BBFA, the *Ontario Underground Infrastructure Notification System Act, 2012* (One Call Act) and the *Ontario Energy Board Act, 1998* (OEBA).

Key updates to the Guideline include:

- Information on new regulatory measures, including those under the BBFA mentioned above in addition to amendments to the OEBA and One Call Act regulations.

- A new process to help resolve disputes between parties and work with sectors to ensure that they comply with the laws and regulations that are helping to build broadband faster.
- Clarity on the Ministry of Transportation's efforts to speed up their permit process for provincially funded broadband projects.
- Additional guidance on cost sharing for using electric infrastructure to build these projects.

To review the updated Guideline, please visit [Building Broadband Faster in Ontario](#).

Support Tools

Infrastructure Ontario has tools in place that will provide assistance to municipalities, proponents of designated broadband projects and other stakeholders related to new requirements under the legislation and the overall implementation of these projects across the province. These include the Technical Assistance Team (TAT) and the use of an online platform called the Broadband One Window (BOW). The TAT plays a key role in supporting permit applications and facilitating resolutions between stakeholders if disputes arise. BOW will help stakeholders work collaboratively to review and approve permitting applications, share data, and provide progress updates on project milestones.

To get in touch with TAT for assistance, you can e-mail TAT@infrastructureontario.ca, or submit a TAT support request through the BOW platform. I also welcome you to contact broadband@ontario.ca if you have general questions about the government's work and wish to speak with a ministry official.

Next Steps

In the coming weeks, the Ministry of Infrastructure will engage the Association of Municipalities of Ontario to co-develop resources intended to support municipalities with timely permit approvals while ensuring they can appropriately control access to their rights-of-way. There is still considerable work underway to bring access to high-speed internet to every community in Ontario by the end of 2025. We appreciate your continued partnership in helping us achieve this important goal.

RE: Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy

Greetings,

Further to my letter dated May 29th, I am writing to inform you that after reviewing and considering the feedback received in response to the ministry's proposal (ERO # [019-6767](#)), a decision has been made to move forward with the expanded list of changes that can be made to existing pit or quarry site plans in Ontario without ministry approval (provided specific conditions and eligibility criteria are met).

These changes will add five additional activities to the existing list of routine site plan amendments that may be self-filed by authorized pit and quarry operators in Ontario. It's important to note that only those site plan amendments which satisfy all conditions and criteria set out in the updated regulation are eligible for submission under the self-filing process. All other amendments will continue to be subject to review and authorization by the ministry under the formal amendment process.

For complete details of these changes please refer to amended section 7.2 of [Ontario Regulation 244/97](#).

In addition to these changes, we have made administrative updates to the Technical Reports and Information Standards document, as well as the Amendment Without Approval and Objection forms. You can access the latest versions of these documents through our website, at ontario.ca/aggregates.

No decision has been made yet with respect to the proposed amendments policy that was consulted on as part of the same proposal. The ministry continues to review and consider the feedback received in response to the proposed policy and will communicate the outcome once a decision has been reached, including a decision notice on Environmental Registry.

In the meantime, if you have any questions about these changes or should you require a French version of this letter, please contact us by email at aggregates@ontario.ca.

Sincerely,



Jennifer Keyes,
Director, Resources Planning and Development Policy Branch

Denise Holmes

From: Michelle Hargrave <mhargrave@dufferincounty.ca>
Sent: Monday, August 21, 2023 4:19 PM
Subject: Fire Prevention & Protection Services Resolution

Good Afternoon,

After being deferred from the June 8, 2023 Council meeting, the resolutions from the Township of Melancthon, Town Shelburne and the Shelburne and District Fire Board regarding fire prevention and protection services were reviewed by County Council on July 13, 2023. As a result, the following motion was adopted:

THAT staff prepare a report on the process of the County engaging subject matter experts to support a study on fire protection and prevention services in Dufferin County, and supply a report that details options and recommendations for the appropriate provision of fire prevention and protection services across Dufferin County;

AND THAT the funds for the study be taken from the County of Dufferin Emergency Management Preparedness Reserve Fund.

Thank you,
Michelle Hargrave

**Michelle Hargrave | Administrative Support Specialist, Clerk's Department | Office of the CAO
County of Dufferin** | Phone: 519-941-2816 Ext. 2506 | 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

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2023-4205

August 22, 2023

Dear Head of Council,

Subject: Building Faster Fund

The housing supply crisis affects all of Ontario – from rural communities to large, urban centres. Our government is committed to building at least 1.5 million homes by 2031, with municipalities across the province as our key partners.

On August 21, 2023, Premier Ford announced the new Building Faster Fund, a new three-year-\$1.2 billion program to help municipalities meet or exceed their share of the province's 1.5 million homes goal.

As announced by Premier Ford, 10% of the overall funding will be set aside for small, rural and northern communities that have not been assigned a housing target by the province, in order to address their unique needs in supporting growth in housing supply.

Ontario will be consulting with the Association of Municipalities of Ontario and the Housing Supply Action Plan Implementation Team on program design details of the Building Faster Fund, including how the funds can best support small, rural and northern communities, and I look forward to sharing more information with you in the future. As Ontario grows, we need to build more homes. I look forward to your support in ensuring that everyone – newcomers, young families and seniors – can afford a place to call home.

Sincerely,

A blue ink signature of Steve Clark, written in a cursive style.

Steve Clark
Minister

c: Hon. Nina Tangri, Associate Minister of Housing
Ryan Amato, Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Caspar Hall, Assistant Deputy Minister, Local Government Division

INFO 10

SEPT 7 2023



Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275
www.townofgrandvalley.ca

NOTICE OF COMPLETE APPLICATION & STATUTORY PUBLIC MEETING FOR A ZONING BY-LAW AMENDMENT

The Municipal Council of the Town of Grand Valley will hold a meeting to consider the following application:

Application Number:	Z03-2023 (Zoning)
Date of Meeting:	Tuesday September 12, 2023
Time:	7:00 PM
Meeting Location:	IN PERSON – COUNCIL CHAMBERS Town of Grand Valley Municipal Office 5 Main Street North GRAND VALLEY ON L9W 5S6
Owner:	Kailla Forrester
Location:	[REDACTED] Roll #218600
Purpose and Effect of the Amendment:	A Zoning By-law Amendment to permit residential uses and a reduction in the Minimum Distance Separation (MDS) between agricultural and residential uses.
<p>The application and supporting material can be viewed on the Town's website under Current Planning Applications for Public Review – 502180 Highway 89 Z03-2023, via this link:</p> <p>https://www.townofgrandvalley.ca/en/doing-business/current-and-approved-applications.aspx.</p> <p>A Location Map is included with this Notice.</p>	

INFO 11

SEPT 7 2023

Dated: August 22, 2023
Meghan Townsend, Clerk – Treasurer
TOWN OF GRAND VALLEY



Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275
www.townofgrandvalley.ca

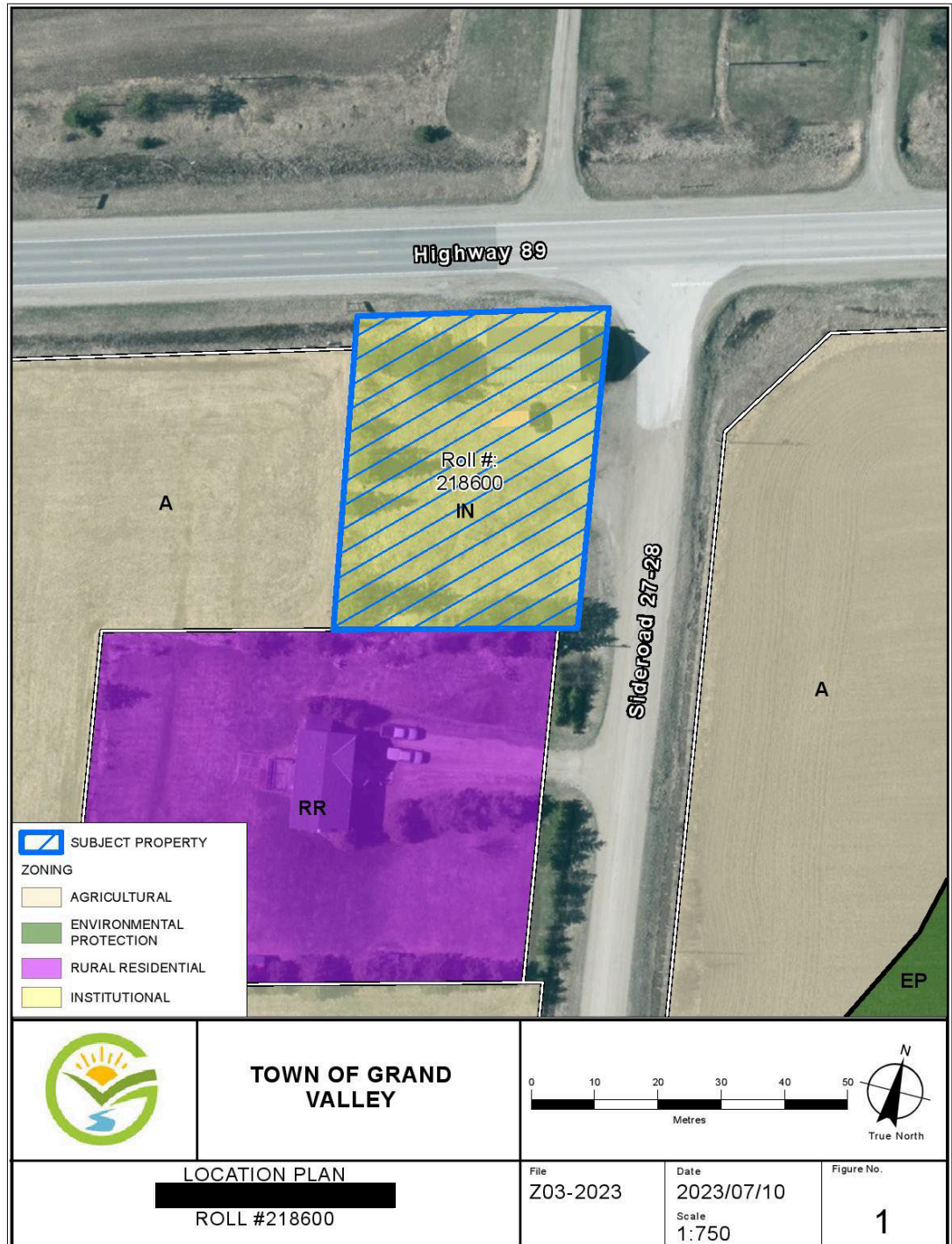
NOTES:

1. You or your representative are entitled to attend this meeting to express your views on this application. If you do not attend and are not represented at this meeting, Council may proceed in your absence.
2. If a person or public body does not make oral submissions at a public meeting or make written submissions to The Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, the person or public body is not entitled to appeal the decision of The Council of the Corporation of the Town of Grand Valley to the Ontario Land Tribunal.
3. If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, 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.
4. **Any written comments/objections submitted to the Town of Grand Valley regarding this application which are being processed under the *Planning Act 1990*, will form part of the public record, and will be made public as part of the application process.**
5. The Planning Report will be available after 4:30 PM on Friday September 8, 2023, on the Town's Website at: <https://calendar.townofgrandvalley.ca/Council>
6. For further information or to submit comments please contact the Town Planner, Mark Kluge via email at mkluge@townofgrandvalley.ca.



Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275
www.townofgrandvalley.ca

LOCATION MAP



Dated: August 22, 2023
Meghan Townsend, Clerk – Treasurer
TOWN OF GRAND VALLEY



By hand

Harvey Lyon <harveylyon38@gmail.com>

Strada Proposal

1 message

Harvey Lyon [REDACTED]
To: "info@ndact.com" <info@ndact.com>

Fri, Aug 25, 2023 at 11:10 AM

NDACT

I strongly, strongly recommend that NDACT not enter in to any agreement that would, in anyway compromise it's ability to criticize the Stada plan until the hydrological study has been made public This would occur following a formal application to the Township.. I remain firm in this recommendation even if a peer Review supports the Strada plan

Regards

Harve Lyon

CC Township of Melancthon

INFO 12

SEPT 7 2023



NVCA August 2023 Board Meeting Highlights

Next Meeting: September 22, 2023, held in person

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

Manager, Stewardship Services, Fred Dobbs recognized for receiving the Natural Channel Systems Award of Recognition.

This national award recognizes outstanding individuals who have made significant contributions to natural channel systems.

Fred and the stewardship team have demonstrated a commitment to advancing the field of natural channel systems through research, knowledge transfer, collaboration, implementation and/or innovation. Recipients of this award have shown exemplary leadership, dedication, and personal commitment to natural channel systems.

The Board of Directors recognized this outstanding achievement.

Edenvale Conservation Area Partnership Agreement

The Edenvale Conservation Area has previously been leased to the Township of Springwater and that current lease expires in October 2023.

NVCA and Springwater staff worked collaboratively on the development of a new partnership agreement to ensure that the property can be utilized as a potential revenue generating avenue.

Second Quarter Financials

In the first six months of operations of NVCA, expenditures to date are tracking on schedule, with 58.23% of the budgeted expenses (50% of budget year completed), however that is including the CEWS repayment amount of \$740,879, so expenditures are trending below 50%.

Revenues are tracking well, with 51.49% of the budgeted revenues recognized. This includes the first 6 months of the general municipal levy of \$1,390,821.

Currently, the NVCA is sitting in a deficit position, due to the CEWS prepayment, however if that is removed, there is a slight surplus.

2024 Asset Management Plan

The Board approved NVCA's updated Asset Management Plan.

This Plan identifies NVCA assets, what condition they are in, and what the anticipated needs are to maintain our infrastructure as we move forward.

Preliminary Budget Guidance

The NVCA Board of Directors approved the preliminary budget guidelines to increase municipal levy by \$400,000.

Staff had brought forward a report asking for \$200,000, however, given the pressures in the planning and regulations departments, the Board approved the addition of two new staff in 2024, increasing the municipal levy guideline to \$400,000.

Staff are also expecting continued pressures due to cost of living increases in all aspects of the business and materials and supplies.

Municipal general levy, not including Asset Levy, currently stands at \$2,791,642 for 2023.

Based on this approval, staff will prepare a draft budget for Board consideration for the September Board Meeting.

Once approved, the draft budget will be circulated to member municipalities after the

September meeting for a 60-day review and consultation process.

The final budget will be presented to the Board of Directors at the December 2023 meeting for approval.

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.

School Field Trip Day:

Friday, September 29, 2023

9:00 a.m. – 1:00 p.m.

[School can inquire using this form](#)

Public Day:

Saturday, September 30, 2023

10:00 a.m. – 4:00 p.m.

[Tickets available at this link](#)

Location:

Historic Fort Willow Conservation Area

2714 Grenfel R.,

Springwater Township, ON

L0M 1T2

Tiffin Nature Program

Geared towards pre-K and children in kindergarten, our nature program will help your children gain knowledge, understanding and appreciation of the natural world and our amazing planet. Children learn about risky play, and develop a better understanding of their relationship with the land.

Date:

September 5 – November 30, 2023

Location:

Tiffin Centre for Conservation

8195 8th Line

Utopia, ON

L0M 1T0



EH!tel Networks Inc
392058 Grey Road 109
Holstein, ON, N0G 2A0
Tel: 519-594-0946

August 30 2023

Mayor Darren White,
157101 Highway 10
Melancton On L9V 2E6

RE : Your promotion of Rogers Internet and potential conflict of Interest on Resource HUB

Dear Mayor White,

We have recently been made aware of the post (attached) that you have broadcast throughout your Region on your Resource HUB ,promoting ROGERS; who has started to overbuild where we have already invested in building Fibre to the home. Our Fibre has already been built to serve a significant number of your constituents including the village of Horning's Mills ,under the SWIFT program (which is part of the Western Ontario Wardens Caucus).

EH!tel has diligently employed and supported your community to ensure that we provide reliable high speed internet to underserved RURAL Ontario . We would have **loved** to have had your personal support in the manner that you have promoted Rogers, however we respected that requesting this of you and your Council would be in violation of the ethical responsibility that you and your council are bound to uphold.

I am disappointed and shocked that you would choose to support a giant telecom to which the SWIFT projects were designed to give smaller ISPs an opportunity to fairly compete.

Your endorsement of a mammoth telecom giant as opposed to a home grown local rural ISP that invested substantially in your community is a grave disappointment.

Our teams and employees in your region deserve better than this and at the very least impartiality and objectivity should be the cornerstone of the behavior of elected officials such as yourself.

You have now created the market imbalance that these projects are designed to correct so that their is fair and open access to internet that is the choice of the consumer and not mandated by elected officials with the power to influence by promoting one provider over another.

Kindest Regards,

A handwritten signature in blue ink, appearing to read 'Antonius Peeters', with a stylized flourish extending to the right.

Antonius Peeters, CEO EH!tel Networks Inc.

Copy : Integrity Commissioner and Ontario Ombudsman / Copy : Western Ontario Wardens Caucus
Copy : Barry Field Executive Director by EMAIL barry.field@swift-ruralbroadband.ca

9:50

47%

← internet in Dundalk and Surrounding X

FILTERS POSTS YOU'VE SEEN MOST RECENT POSTED BY



Dundalk and Surrounding Area Q&A and Resource Hub

Darren White · May 30

If you are in Melancthon, Rogers is going door to door asking people about fibre internet. THIS IS NOT A SCAM!!!!

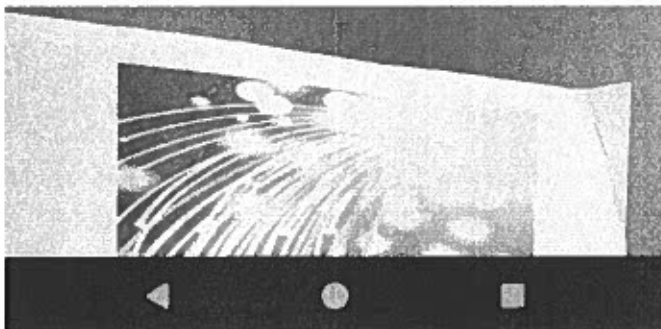
Rogers is just about to start a fibre project in Melancthon which will bring Fibre based internet to every home in Melancthon. They are currently in the permit stage.

They have reps going door to door and have sent out a mailer looking to get people involved.

When they come to your place, sign up. There's no cost or obligation to have it run right up to your house and having fibre at your door will not only give you better service but will increase your resale value of your property.

Let's get as many houses wired as possible.

Darren White
Mayor
Township of Melancthon





The Corporation of

THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

September 5, 2023

EH!tel Networks Inc.
392058 Grey Road 109
Holstein, Ontario
N0G 2A0

Attention: Antonius Peeters, CEO

Dear Mr. Peeters:

Thank you for your letter to Council dated August 30, 2023. As Mayor, I will be responding on behalf of the Township.

I would like to start by saying that I'm very disappointed by the content of your letter, mainly because most of what you are stating is simply not accurate. Firstly, suggestions that Rogers is "overbuilding" in this area are, to my knowledge, not factual. While I suspect there may be some overlap, the majority of the Rogers Project in Melancthon will encompass properties that are NOT included in your SWIFT funded project.

Secondly, you state that "our fibre has already been built to serve a significant number of my constituents". To be accurate, your SWIFT funded project only serves less than 20% geographically and approximately 30% of the population of Melancthon. It seems that the premise of your letter may suggest that the rest of the municipality, which includes three of five Council members and all but one of our Administration Staff, along with the majority of our population, are simply out of luck for fibre based high speed since EH!Tel has no plan to install it there. To me, and my Council, that is simply an unacceptable outcome.

Thirdly, you suggest that you would have enjoyed our/my support as I did Rogers but didn't ask to protect our/my "ethical responsibility". You did on various occasions

...2

attend before Council to ask for our support, which we fully granted. In fact, the Township supplied NO LESS THAN three letters of support for your proposal to SWIFT. I'm happy to provide copies if you need. Additionally, as County Warden, and Vice-Chair of the Western Ontario Wardens Caucus during the time your proposal to SWIFT was made, I can say unequivocally that I was one of the loudest voices of support for SWIFT and its local projects, including yours. In fact, along with County staff, I brought forward a proposal to County Council to fund SWIFT projects \$2 million dollars ABOVE our local commitment. If not for that, at least one of the Dufferin projects would not have moved forward.

I also made dozens of social media posts, as well as public appearances etc. to promote not only SWIFT projects in Dufferin, but many to specifically promote EH!tel's project even when delays from original plans happened. I was and continue to be one of the loudest voices locally for treating high speed broadband as a utility and getting it to every home and business regardless of location. I continue to receive regular inquiries from residents and businesses about your Melancthon project and continue as recently as this long weekend to promote it. As for my/our "ethical responsibility," the only one I have here is to represent my residents as best I can.

As I'm sure you are aware, at the conclusion of the SWIFT projects under the original funding agreements with different levels of government, the provincial government chose to fund new builds in a different way. Locally, and at the County level, we have no say in how it rolls out. We continue to advocate at all levels for more dollars for real high-speed broadband. Hopefully EH!tel can be part of that. I will continue to promote fibre-based internet to every home and business in Melancthon, regardless of who is working to provide it. I know this is the position my Council supports.

I do note that you have copied both the Integrity Commissioner of Ontario and the Ontario Ombudsman's Office. The Ontario Integrity Commissioner doesn't adjudicate complaints against Municipal Council members, only the provincial government. Each municipality has their own Integrity Commissioner. If you wish to file a complaint I invite you to visit the Township's website where you can find directions to file with Melancthon's Integrity Commissioner. Similarly, the Ontario Ombudsman's Office only investigates when a municipality doesn't have an Integrity Commissioner of their own or when they have been specifically appointed by a Municipality. Details can be found on the website.

Regards,

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

Darren White
Mayor

The Corporation of the Township of Melancthon

By-law Number -2023

being a by-law to authorize a purchase agreement between
the Corporation of the Township of Melancthon and the Corporation of the
Township of Southgate

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Melancthon enact a by-law authorizing the Corporation to enter into a purchase agreement with the Corporation of the Township of Southgate,

Now therefore be it resolved that the Council of the Corporation of the Township of Melancthon enacts as follows:

1. **That** the purchase agreement between the Corporation of the Township of Melancthon and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified, and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Melancthon and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

**Read a first, second, and third time and finally passed this 7th day of
September, 2023.**

MAYOR

CLERK

SALE OF PORTION OF ROAD ALLOWANCE

WHEREAS: The Corporation of the Township of Southgate (the “Purchaser”) hereby agrees to and with the Corporation of the Township of Melancthon (the “Vendor”) to purchase all and singular the land described being:

- (a) PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN THE TOWNSHIPS OF MELANCTHON AND PROTON, BEING PART 1, PLAN 7R6814 [Part of PIN No. 34152-0081]
 - (b) At the price or sum of \$5,745.00. No Deposit payable.
1. The Purchaser agrees to pay the Purchase Price to the Vendor on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.
 2. If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Vendor agrees to certify on or before closing, that the transaction is not subject to HST.
 3. Provided that title is good and free from encumbrance except local rates, the title is to be examined by the Purchaser at the Purchaser's expense and the Purchaser is not to call for the production of any evidence of title by the Vendor save as required to be given by statute.

The Purchaser is to be allowed Fifteen (15) days prior to the Closing Date to investigate the title at the Purchaser's own expense. If within that time the Purchaser shall furnish the Vendor in writing with any valid objection to the title which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void and all moneys paid under this Agreement returned to the Purchaser without interest.

4. The date of completion shall be September 26, 2023.
5. The purchase price stated in this Agreement includes all municipal taxes to the date of completion.
6. The purchaser is to pay the costs of registration and the land transfer tax required on the registration of the transfer.
7. The Purchaser and the Vendor hereby appoint their respective solicitors as each of their agents for the purposes of giving and receiving notice pursuant to this Agreement.

Notice to the Purchaser shall be given in writing to:

Stutz Brown & Self Professional Corporation
Attn: Stephen J. C. Christie
8-18 Robb Blvd.
Orangeville, ON
L9W 3L2

Notice to the Vendor shall be given in writing to:
Madorin, Snyder LLP
Attn: Edward Oldfield
P.O. Box 1234
55 King Street West
Kitchener, On. N2G 4G9

8. This offer is irrevocable to the Purchaser until: notification of rejection from and by the Vendor prior to September 20, 2023.
9. This offer, if accepted, shall with such acceptance constitute a binding contract of purchase and sale.
10. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement, or the real property, or supported hereby other than as expressed in this Agreement in writing save as stated above.
11. Time shall be of the essence of this Agreement.

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per: _____ Date: _____

Per: _____ Date: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

Per: _____ Date: _____

Per: _____ Date: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NUMBER _____ - 2023

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A CONSENT
AGREEMENT BETWEEN STEVEN BELFORD AND THE
CORPORATION OF THE TOWNSHIP OF MELANCTHON**

WHEREAS Section 53 (12) of the Planning Act allows approval authorities to enter into agreements for lands subject to a plan of subdivision or consent approval;

AND WHEREAS the Township of Melancthon approved Consent Application B5/22 and as a condition of approval requires the applicant to enter into a consent agreement requiring the installation of a drilled well, compliant with Provincial standards, submission of a lot grading plan for review by the Municipality, and approval from the Grand River Conservation Authority prior to the issuance of a building permit.

AND WHEREAS it is deemed expedient that Steven Belford and the Corporation of the Township of Melancthon enter into a consent agreement to fulfill the required condition of Provisional Consent B5/22.

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

1. THAT the Clerk is hereby authorized to execute the consent agreement, in the same form or substantially the same form, as attached hereto as Schedule "A" to this by-law.

BY-LAW READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2023.

BY-LAW READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2023.

MAYOR

CLERK

THIS CONSENT AGREEMENT made this day of , 2023

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

(hereinafter referred to as the "Township")

OF THE FIRST PART,
- and -

Steven Belford

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

WHEREAS the Owner, through Consent Applications B5/22, obtained Provisional Consent to create two new residential lots in the Riverview settlement area, as identified in the Lot Severance Plan attached as Schedule "B" hereto.

AND WHEREAS the Township is authorized to establish agreements under Section 53 (12) of the Planning Act, RSO (1990);

AND WHEREAS the Township established a condition of approval of Provisional Consent that requires the Owner to enter into a consent agreement with the Township requiring the installation of a drilled well, compliant with Provincial standards, submission of a lot grading plan for review by the Municipality, and approval from the Grand River Conservation Authority prior to the issuance of a building permit;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual benefits, the Parties hereto agrees as follows:

SECTION I - LANDS TO BE BOUND

- 1) The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the Subject Lands"), are located in the Township of Melancthon and are more particularly described in Schedule "A" hereto.

SECTION II - COMPONENTS OF THE AGREEMENT

- 1) The text, consisting of Sections I through VII, and the following Schedules, which are attached hereto, constitute the components of this Agreement.

Schedule "A" -	Legal Description of the Lands Subject to Agreement
Schedule "B" -	Lot Severance Plan

SECTION III - REGISTRATION OF AGREEMENT

- 1) This Agreement may be registered on title to the Subject Lands at the expense of the OWNER.
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required.
- 3) The OWNER agrees to have the TOWNSHIP register this Agreement at the expense of the OWNER.

SECTION IV - PROVISIONS

- 1) The OWNER agrees to adhere to any regulatory requirements of the Grand River Conservation Authority.
- 2) The OWNER agrees wells compliant with Provincial standards will be drilled at the retained and severed lots of the Subject Lands prior to the issuance of a building permit.
- 3) The OWNER agrees a lot grading plan shall be submitted to the TOWNSHIP for review prior to the issuance of a building permit for the retained and severed lots of the Subject Lands prior to the issuance of a building permit.

- 4) The OWNER agrees to adhere to the regulations of the Township of Melancthon Zoning By-law 6-1991 as amended.
- 5) The OWNER will ensure that any contractor engaged to do work on the subject lands related to site alteration, landscaping or construction reviews and is aware of the responsibilities of the OWNER as articulated in this Agreement.
- 6) The OWNER agrees that any suspected or confirmed endangered or threatened species discovered on the property must be left undisturbed as required by the *Endangered Species Act, 2007*. If any such species are encountered, they should be photographed and allowed time to move out of harm's way and reported to the Natural Heritage Information Centre.
- 7) The OWNER agrees that if archaeological resources, materials or artifacts are discovered during any site alteration or construction, the OWNER will cease all site works immediately and engage a licensed consultant archaeologist to carry out archaeological fieldwork, in compliance with Section 48 (1) of the *Ontario Heritage Act*.
- 8) The OWNER agrees not to stockpile or store building materials or equipment on-site.
- 9) The OWNER agrees to complete all construction in an orderly and timely manner.
- 10) The OWNER agrees to permit Township staff or its agents to enter the lands subject to this Agreement for the purpose of site inspections to assess compliance with this Agreement.
- 11) The OWNER agrees to reimburse the TOWNSHIP for all costs associated with the preparation, administration, registration and processing of this Agreement.

SECTION V - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 3) This Agreement shall come into effect on the date of execution by the TOWNSHIP.
- 4) The TOWNSHIP shall not release any security held in accordance with Agreement in whole or in part until the TOWNSHIP is satisfied that the OWNER has fulfilled all obligations specified under this Agreement.
- 5) The OWNER covenants and agrees to release and forever discharge the TOWNSHIP from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the TOWNSHIP to carry out any of its obligations under this Agreement, or, as a result of the TOWNSHIP performing any municipal work on adjacent properties which may damage or interfere with the works of the OWNER, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the TOWNSHIP, its servants or agents.
- 6) The OWNER covenants and agrees to release and forever discharge the TOWNSHIP from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise as a result of the OWNER undertaking site alteration, construction or development.
- 8) Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

OWNER NAME AND ADDRESS:

Steven Belford
18 Deanna Dr.
Wasaga Beach, Ontario
L9Z 1J5

TOWNSHIP:

Clerk
Township of Melancthon
157101 Highway 10
Melancthon, Ontario
L9V 2E6

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

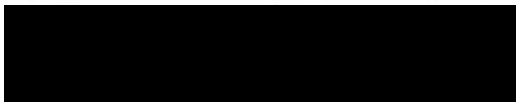
IN WITNESS WHEREOF the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

THIS AGREEMENT was executed by the duly authorized signing officers of each party and sealed this day of _____, 2023.

SIGNED, SEALED AND DELIVERED in the presence of:



Witness



Signature of Owner

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

Witness

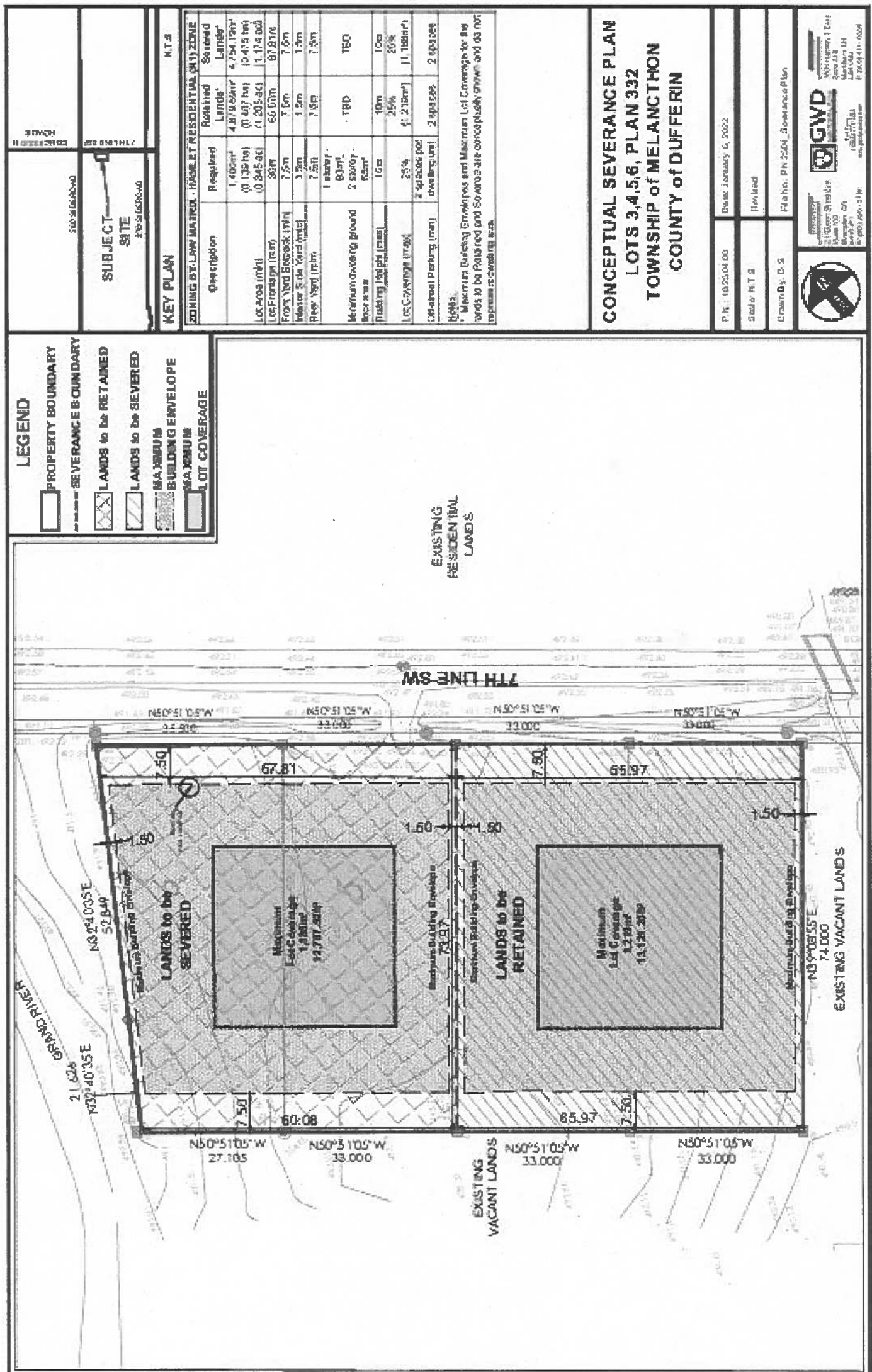
Clerk, Denise Holmes

SCHEDULE "A"

Legal Description

**Lots 3, 4, 5, 6 Plan 332 Township of Melancthon
County of Dufferin**

SCHEDULE "B"



THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. _____-2023

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

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

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

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

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

1. THAT Christopher Taylor and Carrie Cunningham, By-law Enforcement Officers of the Corporation of the Town of Orangeville be appointed as By-law Enforcement Officers for the Corporation of the Township of Melancthon.
2. That the duties, salary and benefits of all Municipal By-law Enforcement Officer positions be as stipulated in the service agreement.
3. That this By-law shall come into force and take effect on the final passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2023.

BY-LAW READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2023.

MAYOR

CLERK



Corporation of the Township of Melancthon

Moved by: **Deputy Mayor James McLean**

Seconded by

Date: **September 7, 2023**

Be it resolved that:

Whereas there are 90,000 volunteer firefighters in Canada, comprising 71 per cent of all firefighters in the country;

And Whereas there are an estimated 15,000 vacant firefighter positions in Canada;

And Whereas Canadians' reliance on volunteer firefighters is increasing at a time of warmer weather and increased wildfires;

And Whereas governments need to find new ways to incentivize the recruitment of volunteer firefighters in this country;

And Whereas volunteer firefighters are currently eligible for a \$3,000 tax credit each year;

And Whereas Bill C-310 proposes to increase the firefighters' tax credit to \$10,000 per year.

Now therefore be it resolved that the Township of Melancthon calls on all Members of Parliament to vote in support of Bill C-310 to increase the firefighters' tax credit from \$3,000 to \$10,000 to incentivize the hiring of more recruits and to recognize those who already serve.

And further that this motion be circulated to: Dufferin County municipalities; Gord Johns, MP for Courtenay—Alberni; Kyle Seebach, MP for Dufferin-Caledon; Honourable Marie-Claude Bibeau, Minister of National Revenue.

<u>Recorded Vote</u>	<u>Yea</u>	<u>Nay</u>
Mayor Darren White		
Deputy Mayor James McLean		
Councillor Ralph Moore		
Councillor Bill Neilson		
Councillor Ruth Plowright		

Carried/Lost: _____
MAYOR



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: DRAFT PROCEDURAL & PROCUREMENT BY-LAW

MEETING DATE: SEPTEMBER 7, 2023

At the meeting of the Committee of the Whole held on August 10, 2023, the Draft Procedural By-law was presented and the following recommendation put forth by the Committee:

That Committee recommends to Council that Staff be directed to send the Draft Procedural By-law to the Township's Solicitor for review and comment before it is adopted.

Sarah Culshaw, Treasurer spoke to the Draft Procurement By-law and the following recommendation was put forth by the Committee:

That Committee recommends to Council, that Staff be directed to send the Draft Procurement By-law to the Township's Solicitor and review and comment before it is adopted.

The Corporation of the Township of Melancthon

By-law Number - 2023

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

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

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

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

Part I – General

1. Short Title

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

2. Principles

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

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

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

3. Interpretation

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

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

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

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

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

4. Definitions

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

appointed by Council.

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

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

Part II – Duties and Conduct

5. Duties of the Chair

The Chair of the meeting is responsible for:

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

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

6. Conduct of Members

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

The Members are responsible for, where applicable:

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

It shall be the role of Council,

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

No Member shall:

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

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

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

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

7. Conduct of Public

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

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

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

8. Clerk

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

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

9. Council/Staff Relations

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

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

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

Part III – Meetings

10. Inaugural Meeting

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

11. Open Meetings

All meetings must be open to the public.

12. Closed Meetings (In Camera)

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

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

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

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

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

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

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

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

13. Special Meetings

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

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

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

14. Calendar of Meetings

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

15. Regular Meeting Times

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

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

16. Place of Meetings/Electronic Participation

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

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

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

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

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

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

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

Recording of a meeting by the Clerk shall be permitted.

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

17. Persons within Council Chambers

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

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

18. Recording Equipment and Electronic Devices

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

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

19. Public Notice of Meetings

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

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

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

20. Statutory Public Meetings

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

21. Emergency Meetings

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

22. Calling a Meeting to Order

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

23. Absence of the Mayor

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

24. Arrival and Departure of Members

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

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

25. No Quorum

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

26. Unfinished Business – Quorum Lost

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

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

27. Cancellation of a Meeting

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

Part IV – Order of Proceedings – Agendas and Minutes

28. General Rules Regarding Council Agendas

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

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

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

29. Agenda Delivery

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

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

required.

30. Order of Business – Council

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

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

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

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

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

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

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

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

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

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

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

31. Declaration of Pecuniary Interest

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

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

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

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

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

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

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

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

32. Minutes

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

Minutes shall record:

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

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

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

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

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

33. Delegations/Presentations

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

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

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

No Delegation shall:

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

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

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

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

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

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

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

presentation for the purpose of clarification without statement or comment.

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

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

34. Public Question Period

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

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

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

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

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

35. By-laws

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

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

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

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

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

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

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

36. Petitions and Communications

Communication – Council

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

Communications – Public

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

Communications - Referral to Committee

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

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

37. Notice of Motions

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

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

38. Adjournment

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

Part V – Motions and Voting

39. Moved and Seconded

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

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

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

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

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

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

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

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

40. Address the Chair

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

41. Order of Speakers

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

42. Final Speaker

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

43. Severability of Question

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

44. Voting Procedure

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

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

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

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

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

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

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

45. Recorded Vote

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

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

46. Unrecorded Vote

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

47. Tie is Lost

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

48. Secondary Motions

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

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

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

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

49. Order of Consideration

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

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

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

50. Motion to Amend

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

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

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

51. Motion to Rescind

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

52. The Question Be Now Put

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

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

53. Motion to Lay on the Table

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

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

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

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

54. Motion to Postpone

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

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

55. Reconsideration of a Matter

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

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

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

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

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

Part VI – Rules of Debate

56. Rules of Debate

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

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

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

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

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

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

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

57. Points of Order or Points of Privilege

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

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

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

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

Part VII – Committees, Task Forces and External Boards

58. Internal Committees, Sub-Committees or Task Forces

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

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

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

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

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

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

59. Council Representation on External Boards

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

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

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

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

60. Ex-Officio

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

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

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

61. Committee of the Whole

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

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

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

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

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

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

Part VIII – Vacancies

62. Appointments to Vacancies

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

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

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

Part IX – Other Matters

63. Conflict with any Other By-law

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

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

64. Suspension of Rules

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

65. Amendment

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

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

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

66. Emergency Provision

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

67. Repeal

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

68. Effective Date

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

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

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

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. _____

BEING A BY-LAW TO PROCURE GOODS AND SERVICES

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

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

PART I Definitions:

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

PART II Procurement Policies:

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

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

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

.....
MAYOR

.....
CLERK

Schedule A

TO BY-LAW NO. _____

Procurement Policy

Purpose:

The purpose is to ensure:

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

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

Scope:

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

Roles & Responsibilities:

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

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

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

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

Procedure:

Procurements below \$1,000

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

Small Order Purchases

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

Quotation Purchases (RFQ)

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

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

Tender Purchases (RFT)

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

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

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

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

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

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

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

Tender forms will set out the requirements for certified cheques and/or hold backs as security.

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

Request for Proposals (RFP)

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

Emergency Purchases

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

Exceptions

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

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

in the budget.

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

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

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

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

General Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

Co-Operative Purchasing

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

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

Accessibility

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

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

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

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

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

Occupational Health and Safety

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

Insurance and Workplace Safety and Insurance Board (WSIB)

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

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



BURNSIDE

Schill Drainage Works

Township of Melancthon and Township of Southgate

R.J. Burnside & Associates Limited
15 Townline
Orangeville ON L9W 3R4 CANADA

June 2023
300036409.1000

JULY 13 2023
DEL 18.1

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Appendix B General Conditions

Appendix C General Specifications (Open Work)

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Appendix E Instructions to Bidders

Appendix F Maintenance Assessment Schedules

1.0 Background

The Township of Melancthon has received and accepted a Petition for Drainage Works signed by Pete Schill on behalf of Schill Land Holdings Inc., owner of Pt. Lot 22, Concession 7 SW in the Township of Melancthon. The Township subsequently received and accepted a second Petition for Drainage Works by Pete Schill on behalf of Schill Land Holdings Inc., owner of Pt. Lot 42, Concession 6 in the Township of Southgate. Lastly, the Township has received and accepted a third Petition for Drainage Works signed by Manassa and Melinda Martin, owners of Lot 23, 24 & Pt. of 25, Concession 7 SW in the Township of Melancthon.

We have been appointed by Council to prepare a report in response to each of the three petitions received. We have been further directed by Council to combine the work into one report pursuant to Section 8(4) of the Drainage Act as the areas requiring drainage are adjoining.

2.0 Site Meetings

A site meeting and walkover was held in response to the original petition describing Pt. Lot 22, Concession 7 SW in the Township of Melancthon as requiring drainage.

Mr. Schill indicated the petition was submitted to secure a formal outlet for recently installed systematic underdrainage. He further indicated that he would like the proposed drain to continue upstream to cut off surface flows coming onto his property in two locations from Lot 23, Concession 7 SW. Lastly, he indicated he would like the drain to be extended upstream and across the Southgate-Melancthon Townline to secure a formal outlet for systematic underdrainage of a portion of his property in Lot 42, Concession 6 in the Township of Southgate.

It was discussed at the site meeting that a petition, pursuant to Section 4 of the Drainage Act, would need to be signed and submitted in order to initiate the extension to Mr. Schill's property in the Township of Southgate. The requisite petition has subsequently been completed, submitted, and accepted by Council.

The petition by Manassa and Melinda Martin, owners of Lot 23, 24 & Pt. of 25, Concession 7 SW was submitted to secure an outlet for pending systematic underdrainage of part of Lot 23. A preliminary tiling plan showing the two outlet locations required had been prepared and was quite helpful during the subsequent discussions regarding the work.

The statutorily required site meetings as a result of the two additional petitions have been held in conjunction with an Information Meeting as subsequently outlined.

3.0 Investigation

It was apparent from our site inspection and walkover during the site meeting that surface flows from two locations along Lot 22/23, Concession 7 SW, property line needed to be addressed. A small cut off ditch had been excavated to cut off flows and take them east along the property line and then southerly to the 260th Sideroad. The small ditch divides the Schill property into two parcels and was very intrusive to the farming operations.

It appeared from our investigation that a closed drain commencing at the 260 Sideroad would be the most desirable option. The work could easily be extended upstream, and a small branch installed to provide the required underdrainage outlets for the Martin property. Likewise, the main drain could easily be further extended upstream and across the Southgate-Melancthon Townline to provide an outlet for the Schill property in the Township of Southgate.

It also appeared from our investigation that work would be required on the 260 Sideroad and downstream in Lot 21, Concession 7 SW, to the outlet at the Grand River. The existing road culvert and outlet ditch appeared to be too high to accommodate the upstream work. This was confirmed during our subsequent field survey.

Lastly, test pits were excavated along the main drain and branch drain route to determine the method of installation. It appeared from the stoney soil conditions that it was not feasible to use a wheel machine. As such, the closed drain installation needs to be completed using a hydraulic excavator with stone bedding and backfill. The estimates and specifications have been based on this method of installation.

4.0 Area Requiring Drainage

Based on the petitions, discussions at the site meetings and our examination of the area, the overall area requiring drainage was determined as being Pt. Lot 22 & 23, Concession 7 SW in the Township of Melancthon and Pt. Lot 42, Concession 6 in the Township of Southgate comprising approximately 50.5 hectares (124.7 acres). The petitions, in our opinion, each comply with Section 4(1)(a) and 4(1)(b) of the Drainage Act.

5.0 Preliminary Design

Subsequent to the site meeting and investigations we completed a field survey and prepared a preliminary design for review and discussion. The design provided for the construction of 184 m (604 ft.) of open drain including the replacement of the existing culvert on the 260 Sideroad. The preliminary design also provided for the installation of 1,053 m (3,455 ft.) of closed drain including a road crossing on the Southgate-Melancthon Townline.

The open drain design provided for the installation of a field crossing as part of the work. The closed drain design was based on removing approximately 38.1 mm (1½ in.) of surface and subsurface drainage water per hectare of watershed area per 24-hour period. The tile size ranged from 450 mm (18 in.) diameter to 200 mm (8 in.) diameter. Catchbasins and junction boxes were also to be installed at strategic locations throughout the work. Existing underdrainage was also to be connected to the new drain as encountered during the tile installation.

6.0 Information Meeting

On April 14, 2023, an Information Meeting was held at the Township of Melancthon Municipal Office. The meeting was well attended, and a good discussion took place. We outlined our findings in detail and the extent of the proposed work, estimated cost and the approximate cost distribution. The owners in attendance, Grand River Conservation Authority representative, and Municipal representatives were generally satisfied with our recommendations. At the conclusion of the meeting, we indicated we would complete our report for submission to Council as soon as possible.

7.0 Proposed Design and Associated Work

This report provides for the construction of 184 m (604 ft.) of open drain including the replacement of one road culvert. The report further provides for the installation of 1,053 m (3,455 ft.) of closed drain, including one road crossing. The closed drain has been designed to provide a drainage coefficient of 38.1 mm (1½ in.) per 24-hour period as previously indicated. The design also provides for the installation of five catchbasins and four junction boxes as part of the work.

Work associated with the open drain to be constructed on private lands includes:

- the installation of a straw bale sediment check dam;
- the spreading and levelling of the excavated material, including stripping and replacing topsoil;
- the installation of a field crossing with rip-rap inlet and outlet protection; and
- the seeding of all disturbed areas.

Work associated with the culvert replacement on the 260 Sideroad includes the stripping and replacing of topsoil, installation of rip-rap inlet and outlet protection and the seeding of all disturbed areas.

Work associated with the closed drain to be constructed on private lands includes:

- stripping and replacing of topsoil along the tile route;
- wrapping of all tile joints with geotextile filter material; and
- connection of existing field tile encountered during the work.

Work associated with the closed drain to be constructed on the Southgate-Melancthon Townline is the installation of an offset ditch inlet catchbasin, the stripping and replacing of topsoil and the seeding of all disturbed areas.

The Watershed Plan (Drawing No. P1) indicates the location of the work and the lands affected by it. The Profiles (Drawing No. P2) shows the dimensions, grades, and other details of the work.

8.0 Allowances to Owners

Under the Drainage Act, an allowance is compensation that is paid to a property owner. The most common allowances that are paid are for the use of land (Section 29), damages (Section 30) and existing drain (Section 31). The amount of the allowance is deducted from the property owner's assessment for the drain. For this project, the following allowances have been determined:

Roll No.	Con.	Lot or Part	Owner	Land Used, Right of Way (Section 29) \$	Damage to Lands, Crops, etc. (Section 30) \$	Existing Drain (Section 31) \$
<u>Township of Melancthon</u>						
4-112-00	7 SW	Pt. 21	A. Sran & A. Gill	3,525.00	1,300.00	1,100.00
4-113-00		Pt. 22	Schill-Land Holdings Inc.	11,875.00	5,675.00	
4-114-00		23	M. & M. Martin	5,350.00	2,675.00	
Total Allowances, Township of Melancthon				\$20,750.00	\$9,650.00	\$1,100.00
<u>Township of Southgate</u>						
7-078-01	6	Pt. 42	Schill-Land Holdings Inc.	100.00	100.00	
Total Allowances, Township of Southgate				\$100.00	\$100.00	
Total Allowances Schill Drainage Works				\$20,850.00	\$9,750.00	\$1,100.00

An allowance for Land Used pursuant to Section 29 has been granted for the land required for the construction of the open drain portion of the work. The allowance has been based on an estimated land value rate of \$25,000.00 per hectare (\$10,000.00 per acre). The property owner still owns the land, however, for all practical purposes the land is conceded for the excavation of the open drain.

An allowance for Right of Way pursuant to Section 29 has also been granted for a 10 m wide corridor for future maintenance along both the open and closed portions of the drain. The allowance adjacent to the open drain was based on one-third of the land value rate previously applied for the construction of the open drain. The allowance along the closed portion of the drain was based on one-third of the estimated land value rate of \$50,000.00 per hectare (\$20,000.00 per acre). Where applicable a minimum Right of Way allowance of \$100.00 was granted. The reduction to one-third is on the basis that the land along the open drain and over the closed portion can continue to be used for agricultural purposes.

The allowance for Damage to Lands, Crops, etc., pursuant to Section 30, is an allowance for the disruption created as a result of the construction activities. A disrupted area of 20 m along the drain route has been used to calculate the applicable compensation. The allowance has been based on \$4,000.00 per hectare (\$1,620.00 per acre). Where applicable, a minimum damage allowance of \$100.00 was granted.

The allowance for Existing Drain, pursuant to Section 31, is an allowance for the incorporation of the existing private open drain as part of the work. The allowance has been based on a rate of \$10.00 per lineal metre.

9.0 Estimate of the Cost of the Work

The estimate of the cost of all labour, equipment and material required to construct this project is as follows:

Item	Description	Approx. Quantity	Cost Estimate
A Drain – Work on Private Lands			
1.0	Supply and place straw bale sediment check dam including removal and disposal after the completion of the work and the removal of any accumulated sediment as needed (Sta. A000).	1 ea.	\$250.00
2.0	Clean-out existing drain including stripping and salvaging topsoil, spreading, and levelling of excavated material, replacing topsoil, and seeding of all disturbed areas including levelled spoil (Sta. A000 to Sta. A160)	160 lin. m	\$4,750.00
3.0	Supply and install 12 m, 1200 mm dia. CSP, 2.0 mm Th., 125 x 25 Corrugations at 100 mm below grade including supply, placement, and compaction of all granular backfill materials and seeding of all disturbed areas (Sta. A068 to Sta. A080)	12 lin. m	\$7,250.00
4.0	Supply and place quarry stone rip-rap (500 mm thickness) on geotextile underlay as CSP inlet and outlet protection (Sta. A068 to Sta. A080)	20 sq. m	\$1,500.00
A Drain – Work on 260 Sideroad			
5.0	Excavate open drain including stripping and salvaging topsoil, hauling and disposal of excavated material and seeding of side slopes (Sta. A160 to Sta. A163 and Sta. A181 to Sta. A184)	6 lin. m	\$1,000.00
6.0	Remove and dispose of existing 800 mm dia. CSP, supply and install 18 m, 1200 mm dia. CSP, 2.0 mm Th., 125 x 25 mm Corrugations at 100 mm below grade including stripping and replacing topsoil, removal and disposal of any excess material, supply, placement, and compaction of all granular materials and seeding of all disturbed areas (Sta. A163 to Sta. A181)	18 lin. m	\$23,500.00

Item	Description	Approx. Quantity	Cost Estimate
7.0	Supply and place quarry stone rip-rap (500 mm thickness) on geotextile underlay as CSP inlet and outlet protection (Sta. A163 and Sta. A181)	40 sq. m	\$3,000.00
A Drain – Work on Private Lands (Cont'd)			
8.0	Supply and install 450 mm dia. HDPE outlet pipe with insert rodent grate including clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A184 to Sta. A190)	6 lin. m	\$1,500.00
9.0	Supply and place quarry stone rip-rap keyed in place (500 mm thickness) on geotextile underlay as splash pad, embankment and tile outlet protection including resetting existing outlet pipes as detailed (Sta. A184)	40 sq. m	\$3,500.00
10.0	Supply and install 450 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A190 to Sta. A440)	250 lin. m	\$24,000.00
11.0	Supply and install 900 mm x 1200 mm pre-benched concrete junction box including connections (Sta. A440)	1 ea.	\$2,250.00
12.0	Supply and install 450 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A440 to Sta. A718)	278 lin. m	\$27,000.00
13.0	Supply and install 900 mm x 1200 mm on-line concrete catchbasin with bird cage style grate and quarry stone rip-rap inlet apron (Sta. A718)	1 ea.	\$3,250.00
14.0	Supply and install 450 mm dia. bell and gasket HDPE pipe including clearing, clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A718 to Sta. A724)	6 lin. m	\$1,250.00

Item	Description	Approx. Quantity	Cost Estimate
15.0	Supply and install 900 mm x 1200 mm pre-benched concrete junction box including connections (Sta. A724)	1 ea.	\$2,250.00
16.0	Supply and install 300 mm dia. bell and gasket HDPE pipe including 45-degree HDPE elbow, clearing, clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A724 to Sta. A736)	12 lin. m	\$1,500.00
17.0	Supply and install 300 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A736 to Sta. A925)	189 lin. m	\$14,750.00
18.0	Supply and install 600 mm x 600 mm pre-benched concrete junction box including connections (Sta. A925)	1 ea.	\$1,750.00
19.0	Supply and install 600 mm x 600 mm offset concrete catchbasin with bird cage style grate including connection with 10 m of 200 mm dia. HDPE pipe including stripping and releveling of topsoil and quarry stone rip-rap inlet apron (Sta. A925)	1 ea.	\$3,000.00
20.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including clear stone bedding and backfill and stripping and releveling of topsoil (Sta. A925 to Sta. A1031)	106 lin. m	\$9,500.00
A Drain – Work on Southgate-Melancthon Townline			
21.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including 30-degree HDPE elbow, clear stone bedding and backfill and stripping and releveling of topsoil (Sta. A1031 to Sta. A1036)	5 lin. m	\$750.00
22.0	Supply and install 200 mm x 200 mm x 200 mm HDPE tee including connections (Sta. A1036)	1 ea.	\$250.00

Item	Description	Approx. Quantity	Cost Estimate
23.0	Supply and install 900 mm x 1200 mm offset concrete ditch inlet catchbasin with bird cage style grate including connection with 4 m of 200 mm dia. HDPE pipe and quarry stone rip-rap inlet apron (Sta. A1036)	1 ea.	\$3,250.00
24.0	Supply and install 200 mm dia. bell and gasket HDPE pipe in accordance with OPSD 802.010 including stripping and replacing topsoil, removal and disposal of any excess material, supply, placement and compaction of all granular materials and seeding of all disturbed areas (Sta. A1036 to Sta. A1056)	20 lin. m	\$7,500.00
25.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including clear stone bedding and backfill and stripping and relevening of topsoil (Sta. A1056 to Sta. A1062)	6 lin. m	\$750.00
A Drain – Work on Private Lands (Cont'd)			
26.0	Supply and install 600 mm x 600 mm on-line concrete catchbasin with bird cage style grate and quarry stone rip-rap inlet apron including connection of existing tile as detailed (Sta. A1062)	1 ea.	\$2,000.00
B Drain – Work on Private Lands			
27.0	Supply and install 350 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and relevening of topsoil (Sta. B000 to Sta. B169)	169 lin. m	\$13,250.00
28.0	Supply and install 900 mm x 1200 mm online concrete catchbasin with bird cage style grate including quarry stone rip-rap inlet apron (Sta. B169)	1 ea.	\$3,000.00
29.0	Supply and install 350 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and relevening of topsoil (Sta. B169 to Sta. B175)	6 lin. m	\$750.00

Item	Description	Approx. Quantity	Cost Estimate
30.0	Supply and install 600 mm x 600 mm pre-benched concrete junction box including connections (Sta. B175)	1 ea.	\$1,750.00
Contingencies			
31.0	Contingency for unforeseen conditions including additional 19 mm dia. clear stone bedding and backfill, unknown tile connections, etc.	LS	\$6,250.00
Total Estimated Cost for the Construction of the Schill Drainage Works			\$176,250.00

Allowances to Owners

Land Used, Right of Way (Section 29),
Damage to Lands, Crops, etc. (Section 30),
and Existing Drain (Section 31). \$31,700.00

Preliminary Investigations

Excavation of Test Pits to Determine
Method of Installation and Construction
Specifications. \$1,250.00

Preparation of Report

Site Meetings,
Investigations and Field Survey,
Information Meeting,
Watershed Plan, Design and Profiles,
Report Preparation including Allowances,
Construction Assessment Schedule
and Maintenance Assessment Schedules. \$68,500.00

Meetings and Procedure

Preparation of Report Copies for Distribution,
Preparation and Attendance at the
Consideration of the Report
and Assistance on Procedure. \$2,500.00

Tendering and Construction Inspection

Preparation and Distribution of Tender,
Inspections During Construction,
Payment Certificates and Related Appurtenances
and Project Finalization and Grant Application. \$26,500.00

Administration and Financing

Administrative Costs,
Net HST (Construction, Investigations and Engineering)
and Interest Charges Incurred by the
Municipality until the Cost is Levied. \$8,300.00

Total Estimated Cost	
Schill Drainage Works	\$315,000.00

NOTE: The above summary contains cost estimates only. It is emphasized that these estimates do NOT include costs to defend the drainage report and procedures should appeals be filed with the Court of Revision, the Agriculture, Food and Rural Affairs Appeal Tribunal and/or the Ontario Drainage Referee. Unless otherwise directed, additional costs to defend the report are typically distributed in a pro-rata fashion over the assessments contained in the Construction Assessment Schedule, excluding any Special Assessments.

Also, in addition to the work included in the above estimate, should repairs, replacements, underpinning or other alterations be required for existing bridges, culverts, overflow culverts or any other structure necessary to conduct overflow water, or water in open channels under or across a road allowance, as affected by this drainage work, the work and cost thereof, including any necessary expenses incidental thereto and if not determined otherwise, shall be the responsibility of and shall be assessed against the authority having control of such road or road allowance.

10.0 Special Assessments

Pursuant to Section 26 of the Drainage Act, the following Special Assessments are made:

A Drain – 260 Sideroad

The Special Assessment for this portion of the work is the increased cost to the drainage works due to the presence and operation of the road and is calculated as follows:

Construction Costs	- Equivalent Drain	+ Engineering/ Administration	= Special Assessment
Consisting of Item 5.0, Item 6.0, and Item 7.0 in the estimate of the cost of the work plus net HST.	Consisting of 24 m of open drain excavation and levelling plus net HST.	Consisting of Survey, design, determination of special assessment, construction layout, inspection, and determination of final costs plus net HST.	
\$27,984.00	- \$866.00	+ \$7,632.00	= \$34,750.00

Whether or not the Township of Melancthon elects to do the work on the 260 Sideroad, they shall be assessed or pay the actual cost of the work (estimated as \$27,984.00) minus the actual cost of an equivalent drain (estimated as \$866.00) plus engineering/administration (estimated as \$7,632.00) as a Special Assessment.

A Drain – Southgate-Melancthon Townline

The Special Assessment for this portion of the work is the increased cost to the drainage works due to the presence and operation of the road and is calculated as follows:

Construction Costs	- Equivalent Drain	+ Engineering/ Administration	= Special Assessment
Consisting of Item 21.0, Item 22.0, Item 23.0, Item 24.0, and Item 25.0 in the estimate of the cost of the work plus net HST.	Consisting of 31 m of 200 mm dia. HDPE pipe plus net HST.	Consisting of Survey, design, determination of special assessment, construction layout, inspection, and determination of final costs plus net HST.	
\$12,720.00	- \$2,852.00	+ \$7,632.00	= \$17,500.00

Whether or not the Township of Southgate elects to do the work on the Southgate-Melancthon Townline, they shall be assessed or pay the actual cost of the work (estimated as \$12,720.00) minus the actual cost of an equivalent drain (estimated as \$2,852.00) plus engineering/administration (estimated as \$7,632.00) as a Special Assessment.

In accordance with Section 69 of the Drainage Act, the Road Authorities may elect to construct any or all of the works located on their respective road allowances.

11.0 Construction Assessment Schedule

This sum of \$315,000.00 is assessed as benefit, outlet liability and Special Assessments against the lands and roads affected according to the following Construction Assessment Schedule. Injuring liability is deemed not applicable.

Due to the difficulty understanding the term “outlet liability” a greater explanation of the upstream owner’s responsibility has been provided. To explain the obligations of the owners of higher lands under the Drainage Act of Ontario, the following is an excerpt from a decision given by the late Drainage Referee, his Honour Judge Sidney L. Clunis, in his Court at Windsor, Ontario on the first day of October 1975.

“The Drainage Act has established machinery, as it were, the procedure, for dealing with disputes between high land and low landowners. The Act is designed to provide a fair method of apportionment of the cost of drainage works as between high and lowlands. While its prime purpose was to increase the area of land that may be used efficiently for agricultural purposes, its secondary purpose was to avoid and settle disputes. It is the law of Ontario, that the owner of higher lands in which water arises, may be required to pay the cost of carrying that water to a proper outlet. This is the proportion of cost of this work which has been assessed against the lands of these appellants and other owners of high lands.”

Lands used for agricultural purposes have traditionally been eligible for a one-third grant for assessments imposed under the Drainage Act. The Ministry of Agriculture, Food and Rural Affairs administers the payment of these grants and they have defined the term “lands used for agriculture” as those lands that are taxed at the Farm Property Class tax rate. More information on the Farm Property Class Tax Rate program can be found at the following website: www.omafra.gov.on.ca/english/policy/ftaxfaq.html

In the Construction Assessment Schedule, the designation ‘A’ indicates that the property appears to be eligible for the grant, based on the current property tax rate. The eligibility may be confirmed or rejected subject to a provincial audit during the grant application process. To determine the approximate net cost for a particular property, two items need to be considered and deducted, where appropriate, from the total assessment as shown in the Construction Assessment Schedule. As previously outlined, the properties designated ‘A’ are considered agricultural and eligible for the one-third grant. Secondly, the allowances previously listed are payable to those properties shown and as such, also need to be deducted where appropriate to determine the approximate net cost.

Construction Assessment Schedule

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
Township of Melancthon								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		100.00	100.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	8,250.00	230.00	8,480.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A	97,500.00	11,025.00	108,525.00
4-114-00	M. & M. Martin		23	18.5	A	58,000.00	38,948.00	96,948.00
Total Lands						163,750.00	50,303.00	214,053.00
260 Sideroad, Township of Melancthon						4,500.00	994.00	5,494.00
Total Road						4,500.00	994.00	5,494.00
Total Lands and Road						168,250.00	51,297.00	219,547.00
Special Assessment, Work on 260 Sideroad								34,750.00
Total Assessment, Township of Melancthon								\$254,297.00

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<u>Township of Southgate</u>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A	5,000.00	15,962.00	20,962.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		3,192.00	3,192.00
Total Lands						5,000.00	19,154.00	24,154.00
Southgate Road 10, Township of Southgate							4,788.00	4,788.00
Southgate-Melancthon Townline, Township of Southgate						5,000.00	9,261.00	14,261.00
Total Lands and Roads						10,000.00	33,203.00	43,203.00
Special Assessment, Work on Southgate-Melancthon Townline								17,500.00
Total Assessment, Township of Southgate								\$60,703.00

RECAPITULATION

Total Assessment, Township of Melancthon	\$254,297.00
Total Assessment, Township of Southgate	\$60,703.00

TOTAL ASSESSMENT, SCHILL DRAINAGE WORKS \$315,000.00

The allocation of the cost for a Drainage Works is generally apportioned under two headings, those being benefit assessment and outlet liability. In accordance with Section 26 of the Drainage Act, the road crossings and associated work on the 260 Sideroad and on the Southgate-Melancthon Townline have been assessed as a Special Assessment to each respective Road Authority.

After the removal of the Special Assessments, the balance of \$262,750.00 was allocated over six sections of the proposed work. An assessment schedule was prepared for each section and later combined to form the Construction Assessment Schedule.

Benefit assessment was generally applied on a lineal basis based on the length of drain on or adjacent to a property. Benefit assessment was also applied where the drain provided an improved direct outlet. Outlet liability was assessed over the natural watershed for each section. Adjustments have been made for bush lands and lands tiled into and out of the watershed. The roads have been assessed at a marked-up rate for outlet liability because of the higher runoff factor associated with the granular surfaces. Lastly, where applicable a minimum outlet liability assessment of \$50.00 was applied.

12.0 Maintenance Provisions

After construction, the drainage works shall be maintained by the Township of Melancthon and the Township of Southgate in accordance with Section 74 of the Drainage Act as assessed in the Maintenance Assessment Schedules contained in Appendix F. The figures shown in the Maintenance Assessment Schedules represent one-tenth of the original assessments for each section. Owners wishing to calculate their individual assessment toward each section should simply multiply the figures by ten. We have reduced the assessments in the maintenance schedules to more realistically reflect how any minor maintenance cost would appear when distributed.

Sediment removed from the open drain as part of any future maintenance work shall be spread and levelled on adjacent lands to a maximum depth of 150 mm (6 in). Any maintenance cost associated with the catchbasins or junction boxes installed on private lands as part of the work shall be levied in accordance with the Maintenance Assessment Schedule provided for the section in which the structure is located. Structures at the upstream end of a section shall be maintained in accordance with the Maintenance Assessment Schedule for the section immediately downstream.

The work on the 260 Sideroad and Southgate-Melancthon Townline constructed as part of the drainage works and assessed as Special Assessments, shall be maintained by each respective Road Authority.

Section 74 of the Drainage Act states:

“Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.”

Should repair/maintenance costs be incurred by the drainage works in order to accommodate buried utilities such as gas lines, telephone cables, etc. or to relocate or perform repairs to any such plant, then under the provisions of Section 26 of the Drainage Act, the extra costs (including costs of permits, locates etc.) incurred by the drain, shall be borne by the utility affected.

Owners are reminded that catchbasin grates may become covered with vegetative debris, litter, etc. and as such, it is in their best interest to periodically check the grates and remove any debris. Likewise, any significant problems should be reported to the Township of Melancthon and/or the Township of Southgate. Owners are also reminded that it is unlawful to block, damage or pollute a drainage system constructed under the Drainage Act.

13.0 Summary

This report has been respectfully prepared based on our investigation and subsequent discussions with the affected owners, the Grand River Conservation Authority and Municipal representatives. The report and final design take comments from all parties into consideration. The cooperation shown by all parties is to be complimented.

R.J. Burnside & Associates Limited



T.M. Pridham, P.Eng.
Drainage Engineer
TMP:ao





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Drawing No. P1

Watershed Plan

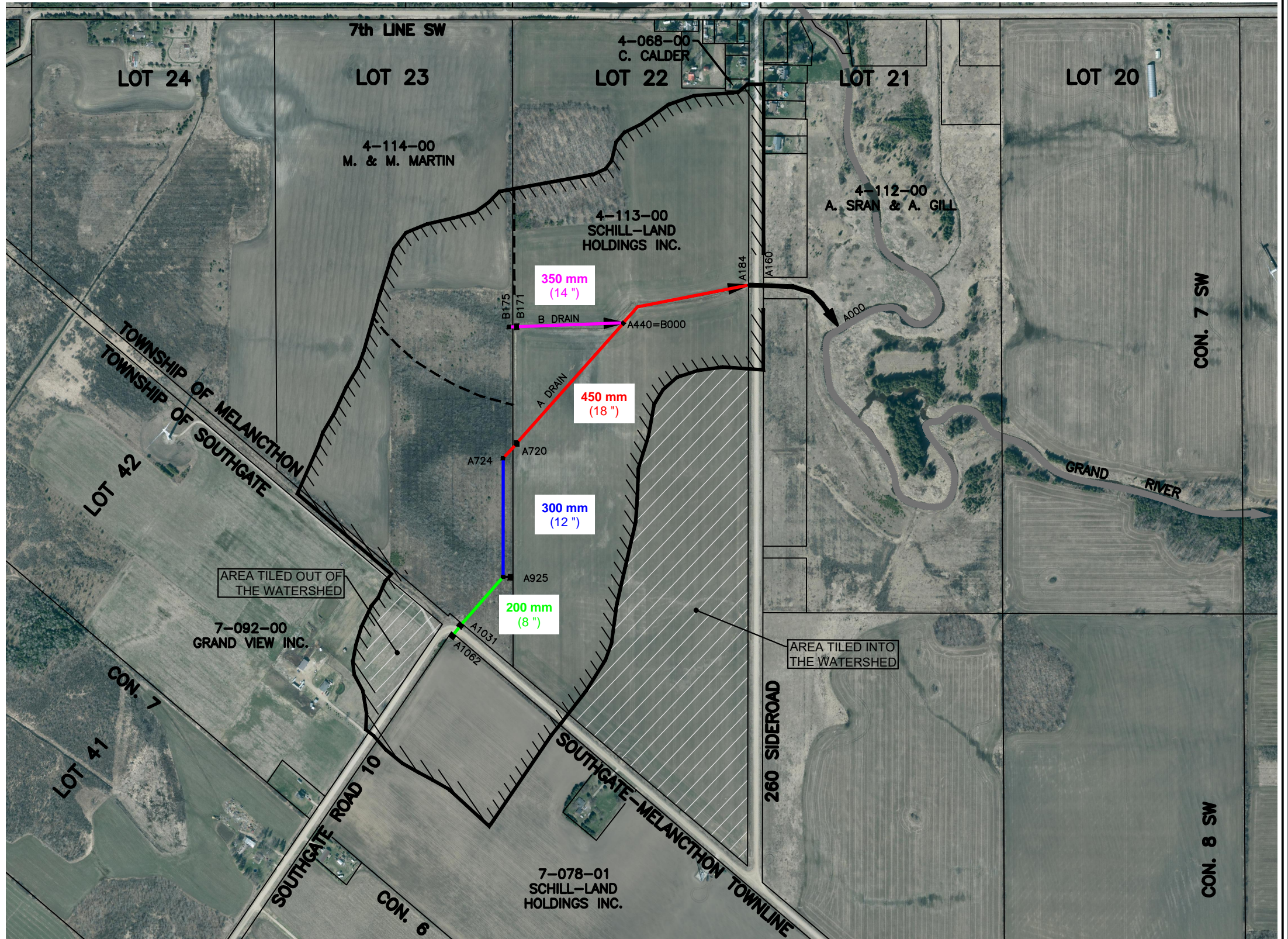
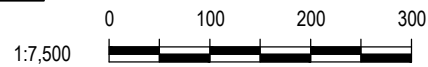


THE PROPERTY LINES SHOWN ON THIS PLAN
ARE APPROXIMATE AND FOR GENERAL
INFORMATION ONLY.

LEGEND

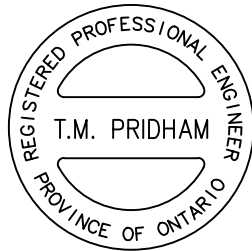
- APPROXIMATE WATERSHED LIMITS
- APPROXIMATE INTERIOR WATERSHED
- DRAIN ROUTE (OPEN DRAIN)
- DRAIN ROUTE (CLOSED DRAIN)
- A720 STATION
- 4-113-00 ASSESSMENT ROLL NO.
- PROPOSED CATCHBASIN
- PROPOSED JUNCTION BOX

SCALE



- Notes
- This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
 - The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
 - This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP



T. M. Pridham, P. Eng.



R.J. Burnside & Associates Limited
15 Townline
Orangeville, Ontario, L9W 3R4
telephone (519) 941-5331
fax (519) 941-8120
web www.rjburnside.com

Client

TOWNSHIP OF MELANCTHON

157101 HIGHWAY 10
MELANCTHON, ONTARIO
L9V 2E6



Drawing Title
SCHILL DRAINAGE WORKS

WATERSHED PLAN

Drawn AKB	Checked TMP	Date 2023/06/26	Drawing No. P1
Scale AS SHOWN	Project No. 300036409.1000		



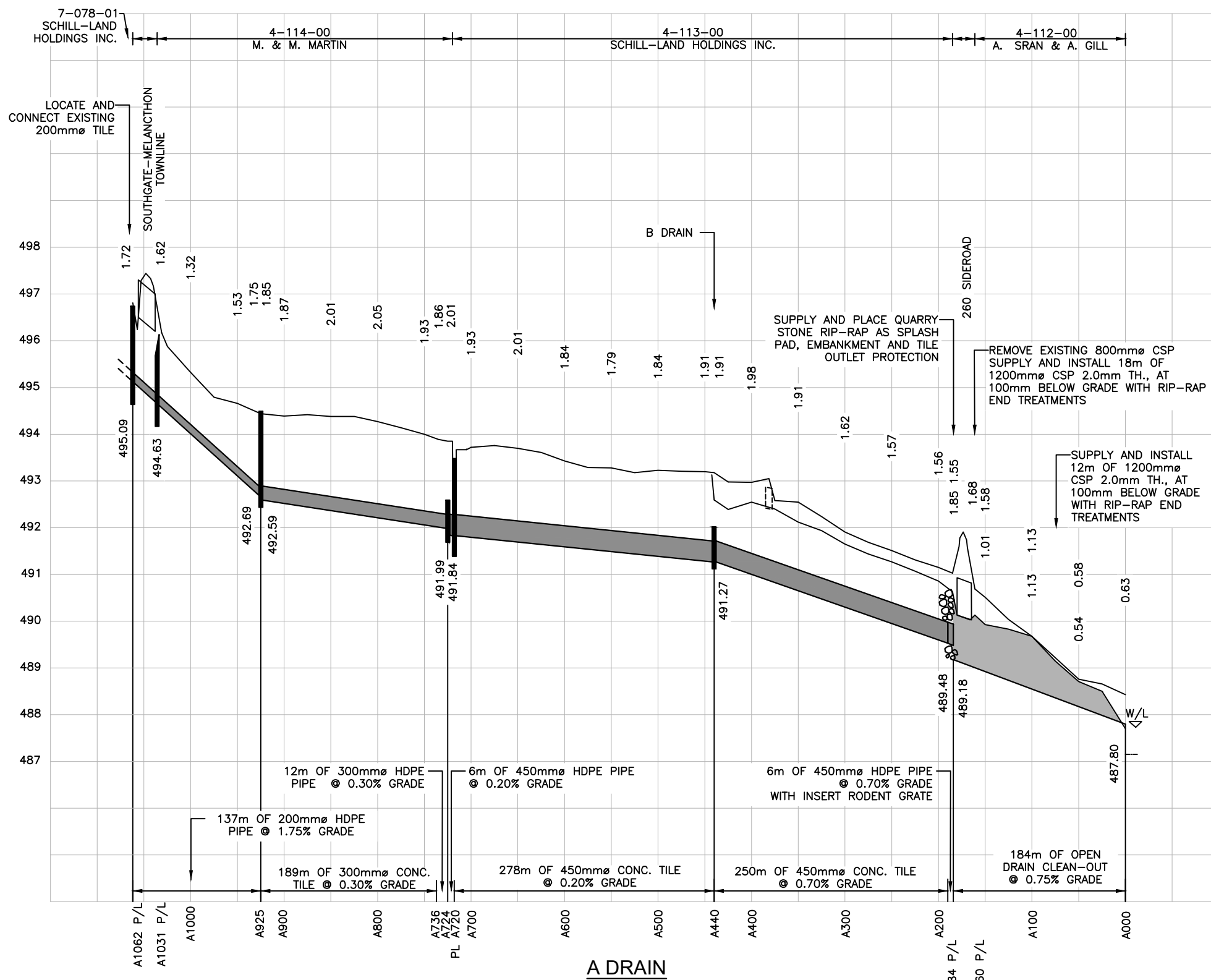
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Drawing No. P2

Profiles

Drawing No. P2

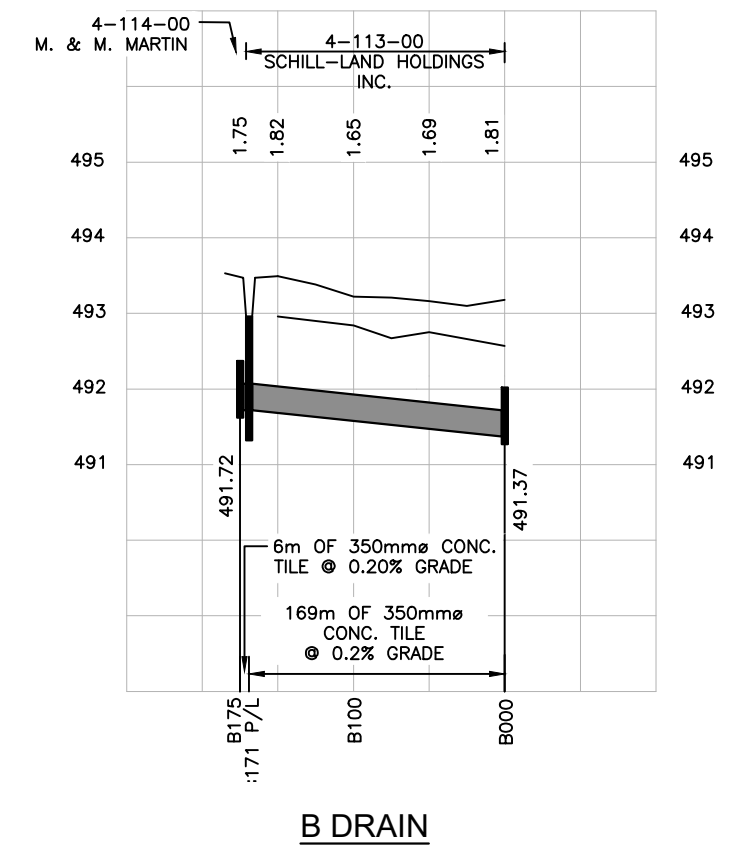


BENCHMARKS:

STA. A161 SPIKE IN EAST FACE OF HYDRO POLE 35m WEST ELEV = 491.95

STA. A896 SPIKE IN SOUTH FACE OF FENCE POST 10m SOUTH ELEV = 494.74

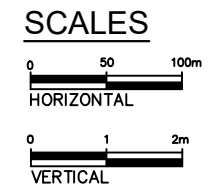
STA. A1056 SPIKE IN NORTH FACE OF HYDRO POLE 28m SOUTH ELEV = 497.00



OPEN DRAIN:

BOTTOM WIDTH: 1.0m

SIDE SLOPES: 2:1 (H:V)



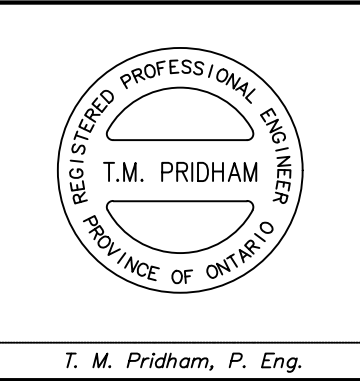
Notes

1. This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.

2. The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.

3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP



BURNSIDE

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TOWNSHIP OF MELANCTHON

157101 HIGHWAY 10
MELANCTHON, ONTARIO
L9V 2E6

Drawing Title

SCHILL DRAINAGE WORKS

PROFILES

Drawn	Checked	Date	Drawing No. P2
AKB	TMP	2023/06/26	
Scale	Project No.		
AS SHOWN	300036409.1000		



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Appendix A

Special Provisions

APPENDIX A

SPECIAL PROVISIONS

R. J. BURNSIDE & ASSOCIATES LIMITED
Engineers, Hydrogeologists, Environmental Consultants
15 Townline
Orangeville, Ontario
L9W 3R4

DRAINAGE SPECIFICATIONS

One complete set of plan, profiles, and specifications shall be kept by the operator at the construction site at all times.

These specifications, including report, plan and profiles of the same date apply to and govern, where applicable, the construction of the

SCHILL DRAINAGE WORKS

Township of Melancthon and Township of Southgate

EXTENT OF THE WORK:

184 m of Open Drain plus Associated Work
Including One Road Crossing
1053 m of Closed Drain plus Associated Work
Including One Road Crossing

SPECIAL PROVISIONS:

OPEN WORK – GENERAL

The side of operation shall be the West side unless otherwise directed by the Owners and Engineer at the time of construction.

Centreline stakes will be provided by the Engineer prior to construction. The bottom width shall be one metre throughout. The side slopes shall be 2:1 (H:V). The topsoil from the drain cross-section shall be salvaged and used to help cover the levelled spoil.

All levelling shall be to a maximum depth of 150 mm above the original ground level leaving a clear berm or margin of at least 2.0 m between the edge of the Drain and the levelled spoil. The topsoil shall be stripped and replaced for the levelling of the excavated material to specifications.

All side slopes and all disturbed areas shall be seeded. Seeding shall be as specified in the General Conditions, Item 13.

OPEN WORK – ROAD CROSSING

Signing and traffic control shall be in accordance with Ontario Traffic Manual, Book 7 – Temporary Conditions. Notification of all utilities and obtaining locates must be completed prior to commencing construction.

Prior to commencing work, the topsoil in all areas to be disturbed shall be stripped and stockpiled. After the completion of the work the topsoil shall be reinstated, and all disturbed areas seeded with an approved grass seed mixture.

The culvert shall be supplied in two 9 m lengths plus a 600 mm wide coupler and shall be installed in accordance with OPSD 802.010 Type 1 or 2 Soil on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. Through the road crossing (toe of slope to toe of slope), the trench shall be completely backfilled with Granular 'A'. Compaction shall be to 100% SPD. Any excess material shall be loaded and disposed of. After the culvert installation, the road ditches for 10 m on each side shall be graded to the new invert elevations.

A 500 mm thick clay seam shall be placed at each end prior to the installation of rip-rap specified below. It is anticipated that the native material removed for the new road crossing will be satisfactory.

Approximately 40 sq. m (20 sq. m per side / 20 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as inlet and outlet protection for the new crossing. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

In accordance with Section 69 of the Drainage Act, the work on the 260 Sideroad will be undertaken by the Township of Melancthon. It is likely the Contractors hydraulic excavator will be retained on an hourly basis to assist with the new crossing installation. Any questions regarding timing may be directed to Mr. Craig Micks, Public Works Superintendent, Township of Melancthon. Details concerning the road work may be discussed and/or confirmed with Mr. Micks at (519) 939-1957

OPEN WORK – A DRAIN – STA. A000 TO STA. A184

At Sta. A000, a straw bale sediment check dam shall be installed. The straw bales shall be removed after the completion of the work on the open drain. In the event any accumulated sediment has to be removed, it will be paid for as an extra.

From Sta. A068 to Sta. A080, the new 1200 mm dia. CSP shall be installed 100 mm below grade on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. The CSP shall be manufactured, delivered, and installed in one length, i.e., no couplers.

The culvert installation shall also be completely backfilled with Granular 'A' material. Compaction shall be to 100% SPD. The culvert shall also have a minimum of 450 mm (18 in.) cover and a 6.0 m wide driving platform after the completion of the work. The crossing approaches shall have a maximum of 10:1 (H:V) slope.

A 500 mm thick clay seam shall be placed at each end prior to the installation of rip-rap specified below. It is anticipated that the native material from the open drain excavation will be satisfactory.

Approximately 20 sq. m (10 sq. m per side / 10 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as inlet and outlet protection for the new crossing. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

CLOSED WORK – MATERIALS

All concrete tile shall be Heavy-Duty Extra Quality (2000D) meeting the minimum Three-Edge Bearing Crushing Strength as per ASTM C412. All concrete tile joints shall be completely wrapped with 300 mm wide drain wrap (Terrafix 270R or an approved equivalent). The wrap shall overlay at the top of the tile by 300 mm.

The Contractor may substitute CSA approved smoothwalled perforated HDPE with non-woven geotextile filter sock in place of the concrete tile. The perforated HDPE shall be per Boss 2000 (320 kPa) with split coupler joints per CSA B182.8 or an approved equivalent.

All solid smoothwalled polyethylene pipe (HDPE) for the drain shall be per Boss 2000 (320 kPa) with bell and gasket joints per CSA B182.6 or an approved equivalent. The HDPE elbows shall also be as per Boss 2000 (320 kPa) or an approved equivalent with belled ends.

Drainage tubing for the connection of private tile encountered during the work shall be per Big 'O' or an approved equivalent. For the connection of any private tile, a hole shall be cored into the new concrete tile. The connection shall be made with an insert tap tee.

Tile connections will be paid for as required except for those mentioned in the Special Provisions or in the details describing the catchbasin installations. The Contractor shall not be paid for extra work unless approved by the Engineer, with the exception of tile connections.

The Contractor's supplier shall confirm the details of the catchbasins and junction boxes with the Engineer prior to fabrication and delivery. The specifications for each structure are outlined below:

STRUCTURES				
STATION	DESCRIPTION	INVERT OF DRAIN/LEAD	LOW WALL/INLET ELEVATION	COMMENTS
Sta. A440	900 x 1200 PRE-BENCHED JUNCTION BOX	491.27 m (450 mmØ HD TILE) E 491.27 m (450 mmØ HD TILE) W 491.37 m (350 mmØ HD TILE) N 491.42 m (300 mmØ KNOCKOUT) S		1200 mm WALLS EAST AND WEST SIDES
Sta. A718	900 x 1200 ON-LINE CB	491.83 m (450 mmØ HD TILE) E 491.83 m (450 mmØ HDPE) W	493.48 m	1200 mm WALLS EAST AND WEST SIDES

STRUCTURES				
STATION	DESCRIPTION	INVERT OF DRAIN/LEAD	LOW WALL/INLET ELEVATION	COMMENTS
Sta. A724	900 x 1200 PRE-BENCHED JUNCTION BOX	491.84 m (450 mmØ HDPE) E 491.99 m (300 mmØ HDPE) W(S) 491.99 m (300 mmØ KNOCKOUT) W(N) 491.99 m (300 mmØ KNOCKOUT) N 491.99 m (300 mmØ KNOCKOUT) S		1200 mm WALLS EAST AND WEST SIDES
Sta. A925	600 x 600 PRE-BENCHED JUNCTION BOX	492.59 m (300 mmØ HD TILE) E 492.69 m (200 mmØ HDPE) W 492.69 m (200 mmØ KNOCKOUT) N 492.69 m (200 mmØ HDPE LEAD) S		
Sta. A925	600 x 600 OFFSET CB	492.99 m (200 mmØ HDPE LEAD) N	494.49 m	
Sta. A1036	900 x 1200 OFFSET DICB	494.78 m (200 mmØ KNOCKOUT) S	495.68 m	1200 mm WALLS EAST AND WEST SIDES
Sta. A1062	600 x 600 ON-LINE CB	495.09 m (200 mmØ HDPE) E 495.09 m (200 mmØ HDPE) W	496.74 m	
Sta. B169	900 x 1200 ON-LINE CB	491.71 m (350 mmØ HD TILE) N 491.71 m (350 mmØ HD TILE) S	492.91 m	1200 mm WALLS NORTH AND SOUTH SIDES
Sta. B175	600 x 600 PRE-BENCHED JUNCTION BOX	491.77 m (300 mmØ KNOCKOUT) E 491.77 m (300 mmØ KNOCKOUT) W 491.77 m (300 mmØ KNOCKOUT) N 491.72 m (350 mmØ HD TILE) S		

- ALL CATCHBASINS TO HAVE 300 mm DEEP SUMP
- ALL JUNCTION BOXES SHALL BE PRE-BENCHED TO ONE-HALF THE DIAMETER OF THE OUTGOING TILE

CLOSED WORK – INSTALLATION

The Contractor shall install the Drain by means of a hydraulic excavator. The concrete tile or HDPE pipe shall be installed on a minimum of 100 mm depth of 19 mm (3/4 in.) clear stone bedding and be backfilled with clear stone to the spring line. Installation shall be per OPSD 802.010 Type 1 or 2 Soil.

Topsoil shall be stripped and stockpiled for a minimum width of 8 metres throughout the entire length of the drain. The Contractor shall use a trim dozer (or approved equal) to spread and level the topsoil over the backfilled trench to the satisfaction of the engineer. Under no circumstances will frozen topsoil be levelled or placed over top of the drain. If the Contractor elects to install the drain during winter months, the Contractor shall return to the site and level the topsoil when conditions are appropriate. No additional mobilization charges shall be made for returning the site to conduct the levelling of topsoil.

Test pits completed during the report preparation found hard stoney material near the bottom of the trench above the gradeline. The Contractor shall take every reasonable precaution to not damage the concrete tile or HDPE pipe during backfilling. The Contractor shall make every effort to avoid contaminating the topsoil with subsoil/stones throughout the installation and backfilling operations.

The location of all catchbasins shall be as directed by the Engineer at the time of construction. On road allowances, catchbasins shall be installed parallel to the road, unless otherwise directed. On private lands, catchbasins shall be installed perpendicular to the route of the drain, unless otherwise directed. Catchbasin markers and grates are required and are to be supplied by Coldstream Concrete or an approved equivalent.

Catchbasins shall be backfilled with compacted native material. In areas of poor soil conditions, Granular 'B' or 19 mm (3/4 in.) clear stone shall be used for backfill. Granular or clear stone backfill material will be paid for as an extra if required. Pipe connections to catchbasins shall be grouted in place from the inside and outside. The connections shall also be trimmed flush on the inside wall. The outside pipe connection and any riser joints shall be wrapped with a layer of geotextile underlay. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

The rip-rap inlet apron for the 900 mm x 1200 mm catchbasins shall be 6 sq. m of 100 mm to 150 mm dia. quarry stone placed 300 mm thick on geotextile underlay. The rip-rap inlet apron for the 600 mm x 600 mm catchbasins shall be 4 sq. m of 100 mm to 150 mm dia. quarry stone placed 300 mm thick on geotextile underlay. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

CLOSED WORK – ROAD CROSSINGS

Signing and traffic control shall be in accordance with Ontario Traffic Manual, Book 7 – Temporary Conditions. Notification of all utilities and obtaining locates must be completed prior to commencing construction.

Prior to commencing work, the topsoil in all areas to be disturbed shall be stripped and stockpiled. After the completion of the work the topsoil shall be reinstated, and all disturbed areas seeded with an approved grass seed mixture.

The HDPE Road crossing shall be installed in accordance with OPSD 802.010, Type 1 or 2 Soil on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. Through the road crossing (toe of slope to toe of slope) the trench shall be completely backfilled with Granular 'A'. Compaction shall be to 100% SPD. Any excess material shall be removed and disposed of. After the catchbasin installation, the road ditch for 10 m on each side shall be graded to the new inlet elevation.

In accordance with Section 69 of the Drainage Act, the work on the Southgate-Melancthon Townline will be undertaken by the Township of Southgate. Any questions regarding timing may be directed to Mr. John Watson, Public Works Foreman & Fleet Manager, Township of Southgate. Details concerning the road work may be discussed and/or confirmed with Mr. Watson at (519) 923-2110 Ext. 251.

CLOSED WORK – A DRAIN – STA. A184 TO STA. A1062

From Sta. A184 to Sta. A718, the new drain shall be installed centred between the existing tile headers. The headers will be located, and the centreline of the new drain will be provided by the Engineer prior to construction. Some of the existing spoil may need to be temporarily relocated to facilitate the stripping of the topsoil and installation of the drain.

At Sta. A184, roughly 40 sq. m (40 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as embankment and tile outlet protection. The geotextile underlay shall be Terrafix 270R or an approved equivalent. The existing HDPE tile outlets (two – 300 mm dia., and one – 200 mm dia.) shall be extended with HDPE pipe and connected with split couplers such that they are flush with the completed rip-rap installation. The Contractor shall allow 3 m lengths for each extension. In the event extra HDPE pipe or rip-rap material is required, it will be paid for as an extra.

At approximately Sta. A382, the existing 450 mm dia. CSP farm crossing shall be removed by the Contractor and left at the site for disposal by the Owner.

From Sta. A184 to Sta. A440, the existing spoil shall be used to fill and grade the small existing ditch. Any material deemed not suitable for backfill by the Engineer shall be relocated as needed outside of the working area for disposal by the Owner.

At Sta. A447, an existing header drain will be crossed. The trench shall be backfilled with 19 mm (3/4 in.) clear stone and the header drain reconnected with equivalently sized tubing. After completion of the connection, the tubing shall be completely backfilled with 19 mm (3/4 in.) clear stone.

At Sta. A720, the existing post and wire fence shall be removed by the Owners prior to commencing construction and replaced by the Owners subsequent to construction at their discretion.

At Sta. A735, a 45-degree HDPE belled elbow shall be installed to accommodate the bend in the drain.

At Sta. A736, the connection between the new HDPE pipe and concrete tile shall be thoroughly wrapped with 300 mm wide drain wrap (Terrafix 270R or an approved equivalent). The wrap shall overlay at the top of the HDPE pipe and concrete tile by 300 mm.

At Sta. A925, the 600 mm x 600 mm catchbasin shall be offset and placed adjacent to the existing fence as directed by the Engineer at the time of construction. The catchbasin lead shall be installed on a uniform grade.

At Sta. A1062, the 600 mm x 600 mm catchbasin shall be placed on privately owned lands as directed by the Engineer at the time of construction. The existing 200 mm dia. tubing shall be

located and connected with 3 m of 200 mm dia. HDPE pipe installed on a uniform grade.

CLOSED WORK – B DRAIN – STA. B000 TO STA. B175

From Sta. B000 to Sta. B169, the new drain shall be installed centred between the existing tile headers. The headers will be located, and the centreline of the new drain will be provided by the Engineer prior to construction. Some of the existing spoil may need to be temporarily relocated to facilitate the stripping of the topsoil and installation of the drain.

At Sta. B171, the existing post and wire fence shall be removed by the Owners prior to commencing construction and replaced by the Owners subsequent to construction at their discretion.

The existing spoil shall be used to fill and grade the small existing ditch. Any material deemed not suitable for backfill by the Engineer shall be relocated as needed outside of the working area for disposal by the Owner.

WORKING SPACE

The width of the working space for the construction, maintenance and repair of the Schill Drainage Works shall be as follows:

OPEN WORK

The working space shall be an average of 20 m to allow for the stripping of topsoil, excavation of the open drain, and the spreading and levelling of the excavated material as specified.

CLOSED WORK

The working space shall be an average of 20 m along the drain route to allow for stripping, stockpiling, and relevening of the topsoil. The working space shall also extend for 10 m beyond the end of the work on each drain to allow for the connection of the existing tile (A Drain) and placement of the junction box (B Drain) as specified.

ACCESS ROUTES

Access to the working space shall be off the 260 Sideroad and Southgate-Melancthon Townline, as directed by the Owners and Engineer at the time of construction.



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Appendix B

General Conditions

APPENDIX B

GENERAL CONDITIONS

1. MUNICIPALITY means the Corporation of the Township awarding the Contract.
2. ENGINEER means the Project Engineer of R.J. BURNSIDE & ASSOCIATES LIMITED, Municipal Drainage Consultants, who shall decide on questions arising under the Contract Documents as to the interpretation of specifications or performance of the work.
3. INSPECTOR, if any, means the representative of R.J. BURNSIDE & ASSOCIATES LIMITED who is authorized to inspect and to oversee the construction process.
4. DRAINAGE SUPERINTENDENT OR COMMISSIONER, if any, means the person or persons appointed by the Municipality to assist in the construction of the drainage works.
5. CONTRACTOR means the Corporation, Company or person having been awarded the Contract.
6. CONTRACT means the signed proposal or tender offered by the Contractor and accepted by signature on behalf of the Municipality and which shall be a formal and binding document.
7. BENCH MARKS means the permanently established level marks, recorded on the profile as to description, location and elevation and which shall govern the drainage work. It is an offence under the Drainage Act to interfere with, remove or destroy any bench mark.
8. STAKES mean survey marks set twenty-five metres apart and at all fences or as shown on plan and profile and are for vertical control only. The Contractor shall not be held liable for the cost of replacing any stakes, except stakes destroyed during construction.
9. PROFILES show the cuts or depths from the ground at the numbered side of the stakes and from the average bottom of the present open drain to the gradeline, which shall be at the bottom of the finished drain or the invert of the tile, as the case may be. The cuts or depths are indicated in metres and parts thereof, but the bench marks must govern.
10. FENCES mean enclosures by wire, railing, or otherwise, which may be removed by the Contractor to the extent necessary for the construction, but they shall be repaired to as good a condition as found. In no case shall a fence be left open or unguarded. Watergates, where required, shall be constructed as part of the work.
11. HEAVY STONE RIP-RAP AND SPILLWAYS shall in general be keyed in place and a minimum of 500 mm thick at the toeline and fitting the contours and slopes of the banks. All installations shall include Terrafix 270R filter mat or an approved equivalent. Spillways shall have a minimum slope of 2:1 (horizontal to vertical) and shall be shaped to guide the flow over the centre.

12. HIGHWAYS AND ROAD AUTHORITIES, Governmental Departments, Public or Private Utilities shall be notified in advance by the Contractor before performing any work affecting land or properties under their jurisdiction. The Contractor shall guard against damaging pipes, conduits, cables, etc. All work on roads, utility lands, etc. as to construction methods, location, type of pipes, catch basins and grates, disposal of excess material, general clean-up, etc. shall be under the direction and supervision of the authority having jurisdiction. (See Instructions to Bidders, Item 6.)
13. SEEDING permanent grass mixture, Creeping Red Fescue 35 Kg, Perennial Ryegrass 17 Kg, and Wild White Clover 6 Kg per ha. or equivalent, all Canada No. 1 grass mixture. Total 58 Kg per ha.
14. UNSTABLE SUBSOIL OR ROCK conditions, previously unknown to exist, but which may make alternations necessary, shall immediately be reported to the Engineer. Changes subsequently authorized shall not release the Contractor from obligations under his Contract.
15. MINOR CHANGES mean necessary alterations made by the Engineer as the work progresses. An amount proportionate to the amount contained in the tender being added to or deducted from the contract price to cover such changes.
16. WORKING SPACE shall mean a strip of land reasonably close to the drain and necessarily used for and during construction and shall in general be 25 m or less.
17. REASONABLE ACCESS TO THE WORK AREA shall be provided by any owner receiving allowances for damages.
18. POWER TO ENTER. Under Section 63 of the Drainage Act, the Contractor is entitled to enter upon whatever lands are necessary to complete the work within the designated working space. Interfering with or obstructing the Contractor is offence.



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Appendix C

General Specifications (Open Work)

APPENDIX C

GENERAL SPECIFICATIONS (OPEN WORK)

1. THE CENTRE LINE of the present ditch shall in general be the centre line of the new work. Courses shall run in long straight lines. Intersecting curves shall be smooth and gradual. At all curves and bends excavation shall be taken off the inside bank only. Centre line or off-set stakes shall be used, if necessary, to make the work uniform.
2. BOTTOM WIDTH AND SIDE SLOPES shall be as specified. Both sides of an open drain are to be sloped 1.5:1 (horizontal to vertical) or as shown on the profile. Flatter side slopes may be authorized in unstable soil.
3. EXCAVATION & LEVELLING shall be made by suitable machinery. Material shall in general be placed, spread, and levelled on the lower side of the drain or on the side opposite trees and fences. The spoil, including old spoil banks on open lands, if any, shall be levelled up to a maximum depth of 0.15 m (unless otherwise specified) leaving a clear berm or margin of at least 2 m between the edges of the drain and the levelled spoil. It shall be left so that it may be cultivated together with adjacent lands by use of ordinary farm machinery. At every new cut the excavated material shall in general be used to fill the abandoned channel. Through bush lands the excavated material may be levelled up to twice the above maximum depth (unless otherwise specified).
4. SILT TRAPS shall be constructed 0.3 m below grade and 25 m long where shown on the profile. Clean-out prior to final inspection is not required.
5. INLETS FOR SURFACE WATER shall be left in the levelled spoil on each property, approximately 100 m apart and through bush lands approximately 60 m apart, or as necessary for surface run-off. Inlets shall extend through windows, if any. No excavated material is to be left in any ditches, depressions, furrows, or tiles intended to conduct water into the open drain. Inlets shall have a minimum bottom width of 1 m.
6. TRIBUTARY DITCHES shall be cut back on a gradual slope a minimum distance of 5 m.
7. TILE OUTLETS shall in general be left undisturbed but, if necessary, shall be moved back to fit the new slope. Such work shall be at extra negotiable cost. Owners are requested to mark their tile outlets prior to construction.
8. CLEARING shall mean the removal of brush, stumps, heavy stones, or other obstructions inside the slopes of the drain or along the bank of operation to a sufficient width for spreading and levelling the spoil, or as shown on the profile and in open land shall be left in piles on top of the levelled spoil. It shall be left to the owner to salvage any wood or timber.
9. EXCAVATION AT BRIDGE SITES shall be to the full depth and as nearly as possible to the full width and side slopes and shall be made by hand if not otherwise possible. Farm bridges hereafter constructed or reconstructed are recommended to have a capacity equal to the cross-sectional area, or a clear width between the abutments twice the specified bottom width of the drain. Culverts shall be separately designed and shall be installed with the inverts approximately 150 mm below the grade line.

10. REMOVING OPEN DRAIN from a road allowance, and if not otherwise provided for, the material not needed to fill the abandoned channel shall be placed, spread and levelled on the adjoining lands. (See Instruction to Bidders, Item 6 and General Conditions, Item 12.)
11. DAMAGES to crops or livestock, or by livestock within the working space shall not be the liability of the Contractor. He shall, however, give the owner concerned a reasonably advanced notice to move livestock, if any. (See Instruction to Bidders, Item 4.)



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Appendix D

General Specifications (Tile Work)

APPENDIX D

GENERAL SPECIFICATIONS (TILE WORK)

1. LINE OF CONSTRUCTION shall in general be as staked, but the drain shall run straight throughout each course and at intersections it shall run on a smooth and gradual curve.
2. CLEARING for tile shall mean the removal of trees, brush, stumps, heavy stones or other obstructions for a minimum width of 15 m on each side of the drain, and in open land shall be left in piles. It shall be left to the owner to salvage any wood or timber.
3. MATERIAL, whether or not supplied by the Municipality, shall be arranged for and shall be accepted, or rejected if not first quality, by the Contractor at the site on delivery.
4. TRENCHING AND LAYING shall in general be done by a wheel trencher together with accurate grade controls. The tile shall be laid with the invert at the gradeline with joints fitting properly. The minimum trench width shall be equal to the outside diameter of the tile plus 150 mm.
5. BLINDING shall be made as rapidly as is consistent with the construction progress. After inspection, the trench shall be backfilled. Minimum cover to natural surface shall in general be 750 mm.
6. TRIBUTARY TILE shown on the profile shall be connected as part of the work. Existing tile not shown shall be connected as extra work. A sufficient length of pipe, in general one size greater in diameter, shall be used through the bottom of a graded overflow run-way or if reconnection is to be made across a trench.
7. OUTLET PROTECTION shall in general be a length of standard metal pipe with a hinged rodent-proof grate. The end of the pipe shall be rip-rapped with heavy stone, which shall also extend into the bottom of the open drain. Overflow water shall not be directed over the tile outlet.
8. GRADED OVERFLOW RUNWAYS shall be constructed by cutting down the banks of a ditch that is being replaced by a tile drain. In no case shall its elevation be such as to hinder the free flow of surface water. It shall be graded to such condition that it may be cultivated by use of ordinary farm machinery. Grassed runways are recommended on heavy grades, but shall be left to the owner, if not otherwise specified.
9. CATCHBASINS shall in general be constructed of concrete (20 MPa) sides and bottom minimum 150 mm thick, inside dimensions 600 x 600 mm with a 300 mm sump, poured in place or prefabricated. The top shall be a standard Ministry of Transportation riveted grade or a welded metal frame with iron bars on 50 mm centres. Provisions must be made for surface water to enter, or catchbasins may be off set into the overflow runway. A 200 mm dia. tile as cross-connection is in general sufficient. Backfill shall be firmly packed and all tileconnections, bottom, and side joints, shall be grouted in cement mortar.
10. JUNCTION BOXES shall be of concrete with tile grouted and fitting properly.

11. DAMAGES to crops within the working space shall not be the liability of the Contractor, nor damages to livestock or by livestock occasioned by leaving trenches open for inspection. He shall, however, give the owner concerned a reasonably advanced notice. The Contractor will be held liable for any such damages if the backfilling is delayed more than 10 days after the acceptance of the work, weather conditions permitting. (See instructions to Bidders, Item 4.)

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Appendix E

Instructions to Bidders

Appendix E

APPENDIX E

INSTRUCTIONS TO BIDDERS

1. TENDERS, submitted on the prescribed form and accompanied by the required bid deposit in favour of the Municipality, will be considered and contracts awarded only in the form of a lump sum for the completion of the whole works, or of such portions as specified in the tender call.
2. INVESTIGATIONS in regard to plans, profiles, specifications, the location, and extent of the work should be made by the bidders themselves before tendering, and any doubt as to the exact meaning of any of the relevant documents or their intentions must be removed before signing the Contract; thereafter, the Contractor shall be bound by the decisions of the Engineer on all points.
3. GUARANTY BONDS covering the faithful performance of the Contract may be required by the Municipality prior to awarding the Contract.
4. CLAIMS OR LIABILITIES resulting from accidents, damages, losses, etc. directly or indirectly arising out of the Contract or manner of performance thereof, and if not otherwise provided for, shall be the responsibility of the Contractor. The Municipality may require proof of his insurance against any or all liabilities prior to awarding the Contract or may withhold an equal amount to claims filed from payments then due.
5. FAULTY MATERIAL OR WORKMANSHIP shall be the responsibility of the Contractor at his own expense for a period of one year from the date of final acceptance of the work, and he shall remedy any defect and pay for any damage therefrom which may appear within such period and neither the final certificate nor payments thereunder shall relieve him from such responsibility under or by virtue of the signed Contract.
6. PERMITS AND SUPPLEMENTARY SPECIFICATIONS shall be obtained by the Contractor at his own expense before performing any work affecting any Road, Right-of-Way, Land or Property of any Governmental Department, County or Township, or of any Public or Private Utility, and he shall perform the work as though said specifications were hereto attached.
7. PAYMENTS up to 80% of the value of the work completed may be made by the Municipality on the written certificate of the Engineer, with a holdback payable after 45 days from the date of final acceptance. The Municipality may require the Contractor to furnish a complete release from sub-contractors or of all liens arising out of the Contract (other than his own) before the final payment shall become due.
8. FINAL INSPECTION will be made within two weeks after notice has been received from the Contractor that the work has been completed, or as soon thereafter as weather conditions permit. All work must at that time have the full dimensions, grades, etc. as specified and the general clean-up must be fully completed. If deficiencies are found, which should have been known to the Contractor as not complying with the specifications, the cost and expenses incidental to such inspection shall, due to his negligence, become the liability of the Contractor and may be deducted from the Contract price.

9. STATEMENTS OF SATISFACTION, voluntarily signed by the owners in regard to the treatment of the spoil, the clearing, the fences, the general clean-up, etc. may release the Contractor from further obligation in that regard.
10. TERMINATION OF CONTRACT: All work must be completed within the time limit as specified by or as extended under the Contract. If at any time, the Engineer should certify in writing, that the work is unnecessarily delayed or that conditions of the Contract are being violated, the Municipality shall have the power to terminate by written notice all work there on but reserving all claims against the Contractor for breach of Contract. If, however, the work has not been completed on or before the date fixed, the Contractor may apply in writing for an extension prior to the expiry date of his Contract.



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Appendix F

Maintenance Assessment Schedules

APPENDIX F

MAINTENANCE ASSESSMENT SCHEDULES

SCHILL DRAINAGE WORKS

STA. A000 TO STA. A160

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability	Total \$
							\$	
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		5.00	5.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	300.00	18.00	318.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A	450.00	617.10	1,067.10
4-114-00	M. & M. Martin		23	18.5	A		302.20	302.20
Total Lands						750.00	942.30	1,692.30
260 Sideroad, Township of Melancthon						450.00	70.20	520.20
Total Lands and Road						1,200.00	1,012.50	2,212.50
Total Assessment, Township of Melancthon								\$2,212.50

						ASSESSMENTS		
Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF SOUTHGATE								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		90.00	90.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		18.00	18.00
Total Lands							108.00	108.00
Southgate Road 10, Township of Southgate							27.00	27.00
Southgate-Melancthon Townline, Township of Southgate							52.50	52.50
Total Lands and Roads							187.50	187.50
Total Assessment, Township of Southgate								\$187.50

RECAPITULATION

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	2,212.50
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	187.50
TOTAL ASSESSMENT – STA. A000 TO STA. A160	<u>\$2,400.00</u>

MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**SCHILL DRAINAGE WORKS****STA. A068 TO STA. A080 (FIELD CROSSING)**

						ASSESSMENTS		
Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		5.00	5.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	525.00	5.00	530.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A		257.00	257.00
4-114-00	M. & M. Martin		23	18.5	A		125.90	125.90
Total Lands						525.00	392.90	917.90
260 Sideroad, Township of Melancthon							29.20	29.20
Total Lands and Road						525.00	422.10	947.10
Total Assessment, Township of Melancthon								\$947.10

						ASSESSMENTS		
Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF SOUTHGATE								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		37.50	37.50
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		7.50	7.50
Total Lands							45.00	45.00
Southgate Road 10, Township of Southgate							11.20	11.20
Southgate-Melancthon Townline, Township of Southgate							21.70	21.70
Total Lands and Roads							77.90	77.90
Total Assessment, Township of Southgate								\$77.90

RECAPITULATION

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	947.10
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	77.90
TOTAL ASSESSMENT – STA. A068 TO STA. A080	<u>\$1,025.00</u>

MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**SCHILL DRAINAGE WORKS****STA. A184 TO STA. A440**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	2.1	A	3,650.00	141.20	3,791.20
4-114-00	M. & M. Martin		23	18.5	A		1,395.20	1,395.20
Total Lands						3,650.00	1,536.40	5,186.40
Total Assessment, Township of Melancthon								\$5,186.40

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit	Outlet Liability	Total
						\$	\$	\$
TOWNSHIP OF SOUTHGATE								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		415.20	415.20
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		83.00	83.00
Total Lands							498.20	498.20
Southgate Road 10, Township of Southgate							124.60	124.60
Southgate-Melancthon Townline, Township of Southgate							240.80	240.80
Total Lands and Roads							863.60	863.60
Total Assessment, Township of Southgate								\$863.60

RECAPITULATION

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	5,186.40
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	863.60
TOTAL ASSESSMENT – STA. A184 TO STA. A440	<u>\$6,050.00</u>

MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**SCHILL DRAINAGE WORKS****STA. A440 TO STA. A724**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	0.8	A	3,750.00	35.70	3,785.70
4-114-00	M. & M. Martin		23	12.0	A	750.00	936.60	1,686.60
Total Lands						4,500.00	972.30	5,472.30
Total Assessment, Township of Melancthon								\$5,472.30

						ASSESSMENTS		
Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF SOUTHGATE								
7-078-01	Schill Land Holdings Inc.	6	Pt. 42	5.0	A		446.00	446.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		89.20	89.20
Total Lands							535.20	535.20
Southgate Road 10, Township of Southgate							133.80	133.80
Southgate-Melancthon Townline, Township of Southgate							258.70	258.70
Total Lands and Roads							927.70	927.70
Total Assessment, Township of Southgate								\$927.70

RECAPITULATION

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	5,472.30
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	927.70
TOTAL ASSESSMENT – STA. A440 TO STA. A724	<u>\$6,400.00</u>

MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**SCHILL DRAINAGE WORKS****STA. A724 TO STA. A1031 AND STA. A1062**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22		A			
4-114-00	M. & M. Martin		23	0.5	A	4,300.00	36.40	4,336.40
Total Lands						4,300.00	36.40	4,336.40
Total Assessment, Township of Melancthon								\$4,336.40

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
TOWNSHIP OF SOUTHGATE								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A	500.00	607.50	1,107.50
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		121.50	121.50
Total Lands						500.00	729.00	1,229.00
Southgate Road 10, Township of Southgate							182.20	182.20
Southgate-Melancthon Townline, Township of Southgate						500.00	352.40	852.40
Total Lands and Roads						1,000.00	1,263.60	2,263.60
Total Assessment, Township of Southgate								\$2,263.60

RECAPITULATION

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON								4,336.40
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE								2,263.60
TOTAL ASSESSMENT – STA. A724 TO STA. A1031 AND STA. A1062								<u>\$6,600.00</u>

MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**SCHILL DRAINAGE WORKS****STA. B000 TO STA. B175**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit	Outlet Liability	Total
						\$	\$	\$
TOWNSHIP OF MELANCTHON								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	0.5	A	1,900.00	51.50	1,951.50
4-114-00	M. & M. Martin		23	6.5	A	750.00	1,098.50	1,848.50
Total Lands						2,650.00	1,150.00	3,800.00
Total Assessment, Township of Melancthon								\$3,800.00
TOTAL ASSESSMENT – STA. B000 TO STA. B175								<u>\$3,800.00</u>

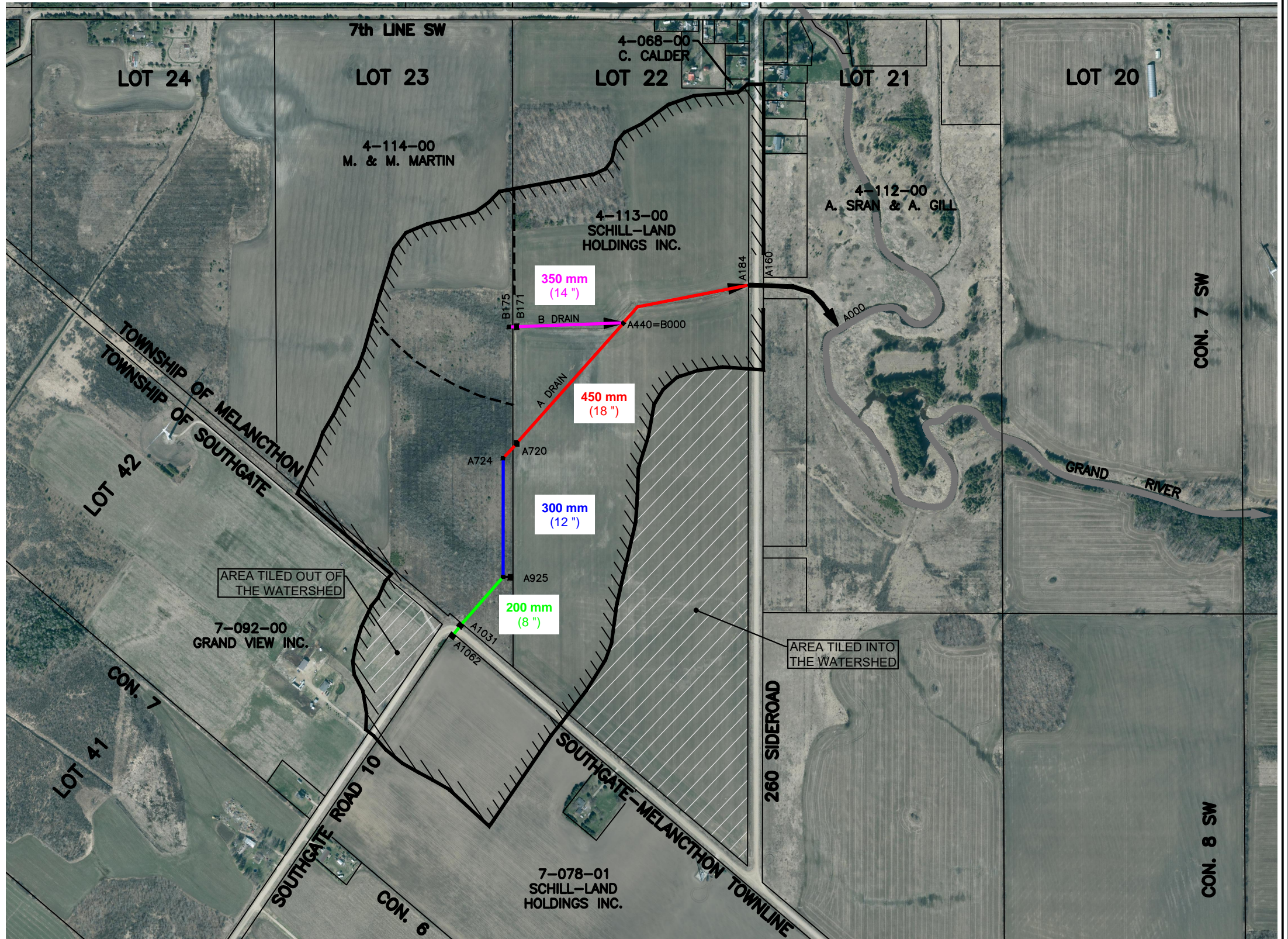
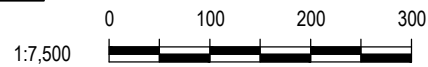


THE PROPERTY LINES SHOWN ON THIS PLAN
ARE APPROXIMATE AND FOR GENERAL
INFORMATION ONLY.

LEGEND

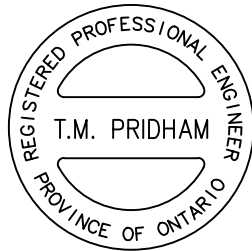
- APPROXIMATE WATERSHED LIMITS
- APPROXIMATE INTERIOR WATERSHED
- DRAIN ROUTE (OPEN DRAIN)
- DRAIN ROUTE (CLOSED DRAIN)
- A720 STATION
- 4-113-00 ASSESSMENT ROLL NO.
- PROPOSED CATCHBASIN
- PROPOSED JUNCTION BOX

SCALE



- Notes
- This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
 - The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
 - This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP



T. M. Pridham, P. Eng.



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Client

TOWNSHIP OF MELANCTHON

157101 HIGHWAY 10
MELANCTHON, ONTARIO
L9V 2E6



Drawing Title
SCHILL DRAINAGE WORKS

WATERSHED PLAN

Drawn AKB	Checked TMP	Date 2023/06/26	Drawing No. P1
Scale AS SHOWN	Project No. 300036409.1000		

SCHILL DRAINAGE WORKS

TOWNSHIPS OF MELANCTHON AND SOUTHGATE

PROPOSED WORK

CONSTRUCTION	\$176,250.00
ALLOWANCES TO OWNERS	\$31,700.00
INVESTIGATIONS	\$1,250.00
PREPARATION OF REPORT	\$68,500.00
MEETINGS AND PROCEDURE	\$2,500.00
TENDERING AND CONSTRUCTION INSPECTION	\$26,500.00
ADMINISTRATION AND FINANCING INCLUDING NET H.S.T.	\$8,300.00
TOTAL ESTIMATED COST	<u>\$315,000.00</u>

ESTIMATED NET COSTS

TOTAL ESTIMATED COST	\$315,000.00
<u>LESS SPECIAL ASSESSMENTS</u>	
WORK ON 260 SIDEROAD	\$34,750.00
WORK ON SOUTHGATE-MELANCTHON TOWNLINE	\$17,500.00
TOTAL ASSESSMENT TO LANDS AND ROADS	\$262,750.00
<u>LESS ASSESSMENTS TO TOWNSHIP ROADS</u>	
260 SIDEROAD	\$5,494.00
SOUTHGATE ROAD 10	\$4,788.00
SOUTHGATE-MELANCTHON TOWNLINE	\$14,261.00
BALANCE TO BE ASSESSED TO PRIVATE LANDS	\$238,207.00
LESS PROVINCIAL GRANT (1/3 OF ASSESSMENTS ON AGRICULTURAL LANDS)	\$76,542.00
LESS ALLOWANCES TO OWNERS	\$31,700.00
APPROXIMATE TOTAL NET COST TO PRIVATE LANDS	<u>\$129,965.00</u>



BURNSIDE

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**Schill Drainage Works
Township of Melancthon
June 2023**

Roll Number	Owners	Class	Benefit	Outlet	Total	Grant	Allowances	Net Cost
4-112-00	A. Sran & A. Gill	NA	\$8,250.00	\$230.00	\$8,480.00		\$5,925.00	\$2,555.00
4-068-00	C. Calder	NA		\$100.00	\$100.00			\$100.00
4-113-00	Schill-Land Holding Inc.	A	\$97,500.00	\$11,025.00	\$108,525.00	\$36,175.00	\$17,550.00	\$54,800.00
4-114-00	M. & M. Martin	A	\$58,000.00	\$38,948.00	\$96,948.00	\$32,316.01	\$8,025.00	\$56,606.99
Total Lands Township of Melancthon			\$163,750.00	\$50,303.00	\$214,053.00	\$68,491.01	\$31,500.00	\$114,061.99
260 Sideroad	Township of Melancthon		\$4,500.00	\$994.00	\$5,494.00			\$5,494.00
Total Roads Township of Melancthon			\$4,500.00	\$994.00	\$5,494.00			\$5,494.00
Total Lands and Roads Township of Melancthon			\$168,250.00	\$51,297.00	\$219,547.00	\$68,491.01	\$31,500.00	\$119,555.99
Township of Southgate								
7-078-01	Schill-Land Holding Inc.	A	\$5,000.00	\$15,962.00	\$20,962.00	\$6,987.34	\$200.00	\$13,774.66
7-092-00	Grand View Inc.	A		\$3,192.00	\$3,192.00	\$1,064.00		\$2,128.00
Total Lands in Township of Southgate			\$5,000.00	\$19,154.00	\$24,154.00	\$8,051.34	\$200.00	\$15,902.66
Southgate Road 10	Township of Southgate			\$4,788.00	\$4,788.00			\$4,788.00
Melancthon/Proton Townline	Township of Southgate		\$5,000.00	\$9,261.00	\$14,261.00			\$14,261.00
Total Roads in Township of Southgate			\$5,000.00	\$14,049.00	\$19,049.00			\$19,049.00
Total Lands and Roads Township of Southgate			\$10,000.00	\$33,203.00	\$43,203.00	\$8,051.34	\$200.00	\$34,951.66
TOTAL LANDS AND ROADS SCHILL DRAINAGE WORKS			\$178,250.00	\$84,500.00	\$262,750.00	\$76,542.35	\$31,700.00	\$154,507.65

Schill Drainage Works

Preliminary Timetable

July 13th

- Review Report with Council
- Reports Circulated to Affected Owners and Agencies

August 10th

- Consideration of the Report
- First and Second Reading of the Provisional By-Law
- Direction to Prepare and Distribute Tenders

September 7th

- Court of Revision
- Tender Opening

September 21st

- Final Reading of By-Law
- Award the Tender

TOWNSHIP OF MELANCTHON

BY-LAW NO.____, 2023

SCHILL DRAINAGE WORKS

A By-law to provide for drainage works in the Township of Melancthon in the County of Dufferin and the Township of Southgate in the County of Grey.

Whereas the requisite number of owners have petitioned the Council of the Township of Melancthon in the County of Dufferin in accordance with the provisions of the **Drainage Act**, R.S.O. 1990, requesting that the following lands be drained by a Drainage Works:

Pt. Lot 22 & 23, Concession 7 SW, Township of Melancthon
Pt. Lot 42, Concession 6, Township of Southgate

And whereas the Council of the Township of Melancthon in the County of Dufferin has procured a report made by R.J. Burnside & Associates Limited. The report is attached hereto and forms part of this by-law.

And whereas the estimated total cost of constructing the drainage works is \$315,000.00.

And whereas the Council of the Township of Melancthon pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated June 26, 2023 and attached hereto as Schedule A is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. The Corporation of the Township of Melancthon may borrow on the credit of the Corporation the amount of \$315,000.00 being the amount necessary for construction of the drainage works.
3. A special rate shall be levied upon the lands as set forth in the assessment schedule included in Schedule A to the by-law to be collected in the same manner as other taxes are collected.
4. For paying the amount of \$40,244.00 being the amount assessed upon lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest therein shall be levied upon the whole rateable property in the Township of Melancthon for one year after the passing of this by-law, to be collected in the same manner and at the same time as other taxes are collected.
5. All assessments are payable in the same year as the assessment is imposed.
6. This by-law comes into force on the passing thereof and may be cited as the "Schill Drainage Works By-Law".

First Reading _____

Second Reading _____

Provisionally adopted this _____ day of _____, 2023.

Mayor: _____

CAO/Clerk _____

Third Reading _____

Enacted this _____ day of _____, 2023.

Mayor: _____

CAO/Clerk _____