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872 6163 4515

Township of Amaranth  
Council Agenda  
Wednesday, September 2, 2020  
10:00 a.m.

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1. **Call to Order**
2. **Added Items (Late Submissions)** - To be in the office prior to the meeting
3. **Approval of Agenda**
4. **Disclosure of Pecuniary Interest and General Nature Thereof**
5. **Approval of Minutes**
  - 5.1 Regular Meeting Minutes held August 12, 2020
6. **Closed Meeting #1 (10:00 a.m. approximately)**
  - 6.1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose
    - Workplace Harassment Investigation
7. **Public Question Period (10:30 a.m. to 10:45 a.m. approximately)**

\*A maximum of 15 minutes will be set aside for Public Question Period, with each speakers comments limited to two minutes. Questions will be responded to with a brief response from the Chair, who may also request a response from other Council members and/or staff. All questions are read by the Clerk.

Please send your name, email, comment and phone number to the Clerks Office at deputy.clerk@amaranth.ca by NOON on Tuesday, September 1, 2020 to be added to the speaking list during the comment period. Additionally, questions can be submitted through the secure drop box located at the Municipal Office by NOON on Tuesday, September 1.

8. **Delegations/Presentations** (11:00 a.m. approximately)

- 8.1. **Rose Sharfi**  
**Memo to Council 2020-016**  
Lift Stop Work Order

9. **Public Meetings** – None Scheduled

10. **Unfinished Business**

- 10.1. **Watson and Associates**  
Updated Rate Study
- 10.2. **Memo to Council 2020-13**  
Ice River Springs - Pipeline Update
- 10.3. **Memo to Council 2020-014**  
Edelbrock Drainage Works Repair update
- 10.4. **Memo to Council 2020-015**  
No. 48 Drainage Works "A" update
- 10.5. **Introduction of a Flag Protocol**  
Amended Draft Policy and Procedure for review
- 10.6. **Inclusion and Equity Committee for the Township of Amaranth**  
Verbal Update from Deputy Mayor

11. **Planning Department**

- 11.1. **Site Alteration Permit**  
373369 6<sup>th</sup> Line
- 11.2. **Laurelpark Inc. and Dunwin Developments Limited**  
Model Home Agreement and Subdivision (Preliminary Grading)

- 11.3. **Z04-2020 Rezoning Application**  
Gilt Edge Farms Amaranth Inc./Illick
- 11.4. Other, if any
- 12. **Public Works Department**
  - 12.1. Verbal update to be provided by the Director of Public Works
- 13. **County Council Business**
  - 13.1 County of Dufferin Council Agenda  
[August 27, 2020](#)
  - 13.2 **County of Grey**  
Grey Transit Route update
  - 13.3. Other, if any
- 14. **Committee Reports**
  - 14.1 **Provincial Offences Court**  
2<sup>nd</sup> Quarterly Reporting to Dufferin Municipalities
  - 14.2 **Nottawasaga Valley Conservation Authority**  
[Monthly Newsletter](#)
  - 14.3 **Credit Valley Conservation Authority**  
Resignation of member
  - 14.4. **Grand River Conservation Authority**  
Summary of the General Membership Meeting – August 28, 2020
  - 14.5. Other, if any
- 15. **General Business and Correspondence**
  - 15.1. **Ministry of Transportation**  
Highway Traffic Act: Amendments Related to Off Road Vehicles
  - 15.2. **Ministry of Municipal Affairs and Housing**  
Bill 197 Guidance Materials for Electronic Meetings and Council Proxies
  - 15.3. **Ministry of Transportation**

Highway Traffic Act: Amendments Related to School Bus Stop Arm  
Cameras – Ontario Regulation 424/20

- 15.4. **Town of Mono**  
Investments in Rural Broadband Infrastructure
- 15.5. **AMO Policy Update** – [Court Security Funding Review, CCTV Grant Program, Windsor-Essex Goes to Stage 3](#)
- 15.6. **AMO Policy Update** – [Municipal Emergency Fiscal Relief, Quarter 1 Fiscal and COVID-19 Action Plan Updates](#)
- 15.7. **AMO WatchFile** – [August 13, 2020](#)
- 15.8. **Town of Amherstburg**  
Support for Private Members Bill M-36 – Emancipation Day
- 15.9. **AMO Policy Update** – [New Recreational Facility Guidance, Canada Healthy Communities Initiative, and 2021-22 Connection Links Program](#)
- 15.10. **Township of Huron-Kinloss**  
Farm Tax Credit Review
- 15.11. **Town of Orangeville**  
Council Resolution
- 15.12. **AMO WatchFile** – [August 20, 2020](#)
- 15.13. **The Corporation of the City of Oshawa**  
Support of COVID-19 Funding
- 15.14. **Township of South Glengarry**  
Support of Long Term Care Facility Inspection
- 15.15. **Municipality of Chatham-Kent**  
Support of Emancipation Day
- 15.16. **AMO Policy Update** – [Orders Extended, New Direction regarding Facilities](#)
- 15.17. **City of Elliott Lake**  
Private Members Bill M-36 to Declare August 1 as “Emancipation Day” in Canada
- 15.18. **AMO Watchfile** – [August 27, 2020](#)

- 15.19. **Ministry of Municipal Affairs and Housing**  
Bill 197 – COVID-19 Economic Recovery Act, 2020
- 15.20. **Township of Huron-Kinloss**  
Support for Cultural, Service and Sporting Clubs
- 16. **Treasury/Accounts**
  - 16.1. Other, if any
- 17. **Added Items (Late Submissions)**
- 18. **New Business**
  - 18.1. **Re-starting of Fitness classes**  
Verbal update from Councillor Foster
- 19. **Notice of Motions**
- 20. **Closed Meeting #2**
  - 20.1. **Adoption of Closed Meeting Minutes** – August 12, 2020
  - 20.2. Personal matters about an identifiable individual, including municipal or local board employees  
**Two Requests for Reduction in Fire Services Call**
  - 20.3. Personal matters about an identifiable individual, including municipal or local board employees  
**Acting CAO/Clerk Performance review**
  - 20.4. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board  
**Two Current LPAT files**
- 21. **By-Laws**
  - Notice of intention to pass the following By-Laws:**
    - 21.1. Leave be given to introduce a by-law to allow Council to enter into an agreement with Henry and Marg Kottelenberg; and that it be given the necessary readings and be passed and numbered 50- 2020.
    - 21.2. Leave be given to introduce a by-law to allow Council to enter into an agreement with Laurelpark Inc. and Dunwin Developments Ltd. for Subdivision (Preliminary Grading) Agreement; and that it be given the necessary readings and be passed and numbered as 51 -2020.

21.3. Leave be given to introduce a by-law to allow Council to enter into an agreement with Laurelpark Inc. and Dunwin Developments Ltd. for a Model Home Agreement; and that it be given the necessary readings and be passed and numbered as 52 -2020.

21.4. Leave be given to introduce a by-law to amend Zoning By-law 2-2009; as amended to add the site specific zoning to the property to allow for a secondary dwelling; and that it be given the necessary readings and be passed and numbered 53- 2020.

22. **Confirming By-Law**

23. **Adjournment**

23.1. To meet again for the Regular Meeting of Council on Wednesday, September 16, 2020 at 6:00 p.m. or at the call of the Mayor.



**Township of Amaranth  
Council Minutes  
Wednesday, August 12, 2020  
10:00 a.m.**

**Electronic Meeting**

The Township of Amaranth Council held an electronic regular meeting on Wednesday, August 12, 2020, commencing at 10:00 a.m.

**Council Present:**

Mayor	B. Currie
Councillor	M. Tijssen
Councillor	G. Little
Councillor	H. Foster

**Via Audio:**

Deputy Mayor	C. Gerrits
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**Staff Present:**

Acting CAO/Clerk	N. Martin
Township Planner	J. Johnstone (for parts)
Treasurer	F. Quadri (for parts)

**Via Audio:**

Director Public Works	B. Ryzebol (for parts)
Interim Planner	V. Schmidt (for parts)

**1. Call to Order**

Mayor Currie called the Meeting to Order at 10:02 a.m.

**2. Added Items (Late Submissions) – No added items**

**3. Approval of Agenda**

**Resolution #1**

**Moved by: M. Tijssen – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

Council do hereby approve the agenda as circulated.

**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**4. Disclosure of Pecuniary Interest with Reasons**

Deputy Mayor provided a Declaration of Interest with respect to item 9.3

Mayor Currie provided a Declaration of Interest with respect to item 19.3

**5. Approval of Minutes**

5.1. Regular Meeting Minutes held July 15, 2020

5.2. Special Meeting Minutes held August 5, 2020

**Resolution #2**

**Moved by: M. Tijssen – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

Council do hereby adopt the minutes of the Regular Meeting of Council held on July 15, 2020; and the minutes of the Special Meeting of Council held on August 5, 2020 as circulated.  
**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

6.     **Public Question Period**

The following is a letter received from a ratepayer and was read and will form part of the minutes.

To Town Council, and Mayor Currie,

I listened to the entire council meeting on July 15th, and I'm appalled at the dismissive, tone-deaf attitudes of councillors Foster and Tijssen regarding their defense of Mayor Currie's "personal growth" since making his woefully ignorant comments on June 17th and his subsequent comments to the media thereafter. I am equally disappointed at the milquetoast "retraction" of his statement, finding it infuriatingly inadequate given the situation at hand. When a motion was tabled to disagree with \*all\* of the statements the Mayor made, between the council meeting and through the media, an attempt was made to dilute the blame by spreading it across the entirety of council, while focusing solely on the June 17th comments. This was depressingly misconstrued, and I'm not convinced it wasn't done intentionally.

If council truly wants to "move on" from this issue, the mayor will have to actually tell us, publicly, in his own words, why his statements were harmful to the community. He will have to say he was wrong for suggesting that LGBTQ people are going to end humanity, and illustrate \*why\* saying something like that is so discriminatory to the community.

I refuse to accept the apology he hastily gave at the meeting last night. He essentially performed a, "Sorry you got mad about what I said." statement, and he even made a snarky remark in regards to hurting people, saying, "I hope they don't end up in a hospital that would be too bad." that I for one did not miss.

This is unacceptable nonsense. There is no growth on display here, despite what councillors Foster and Tijssen would have the public believe. This is not "water under the bridge" by a long shot, and we will not move on until real actions are taken.

Stop denying science, stop presenting opinions as fact, stop using religion to govern the decisions made by the Mayor, and show the public that you actually care about LGBTQ people by both condemning his opinions and illustrating a genuine understanding of the damage he has caused, and continues to cause with your help.

Become a part of the solution, please. Stop pretending we will just "go away".

Taylor Adamson

Staff has been asked to again contact the writer of a letter to Council, Jane Wilson regarding her ideas for budget cuts.

Staff has been asked to contact the Orangeville Fire Chief with respect to a large burn outside of the parameters of the Township burn permit.

7.     **Delegations/Presentations**  
7.1.     **Watson & Associates Economists Ltd.**

Update to Water Rate Study

Council heard a presentation from Sean-Michael Stephen from Watson & Associates Economists Ltd. Water rates were discussed and the recommendations contained in the report.

**Resolution #3**  
**Moved by: G. Little – Seconded by: H. Foster**  
**BE IT RESOLVED THAT:**

Council hereby approves the 2020 water rates.

**FURTHER RESOLVED THAT:**  
The Township of Amaranth Water Financial Plan prepared by Watson & Associates Economists Ltd. dated June 29, 2020 be approved;  
Notice of availability of the Financial Plan be advertised;  
The Financial Plan, the Council Resolution approving the Financial Plan, and the Water Rate Study underpinning the Financial Plan be submitted to the Ministry of Municipal Affairs and Housing (O.Reg. 453/07, Section 3(1) (6); and  
The Council Resolution approving the Financial Plan be submitted to the Ministry of the Environment, Satisfying the requirements under the Safe Water Act.  
(S.D.W.S. Section 32 (5) 2ii)  
**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

8. **Public Meetings** (commenced at 11:12 a.m.)

**Resolution #6**  
**Moved by: M. Tijssen – Seconded by: H. Foster**  
**BE IT RESOLVED THAT:**

Council hold a Public Meeting regarding the following, Z04-2020 Rezoning Application for Gilt Edge Farms Amaranth Inc.  
**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

- 8.1. **Z04-2020 Rezoning Application Gilt Edge Farms Amaranth Inc. / Illick**  
333385 7<sup>th</sup> Line – Purpose is to rezone the subject lands from Agriculture and Environmental Protection to Site Specific (A-83) and Environmental Protection to allow for a secondary dwelling unit on the property.

The Acting CAO/Clerk reviewed the provision of calling a public meeting under the Planning Act. The Township Planner gave an overview of the proposed zoning application. Council was advised that the application conforms to the County of Dufferin Official Plan and is consistent with the Provincial Policy Statement. It was recommended that the application be approved. The Planner reviewed the comments received from the agencies. The applicant Steve Illick was available to

answer any questions or address any concerns. There were no other comments from members of public.

**Resolution #7**  
**Moved by: G. Little – Seconded by: M. Tijssen**  
**BE IT RESOLVED THAT:**

The Planning Public Meeting session is closed.  
**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

9. **Unfinished Business**

9.1. **Report to council 2020-016 – Introduction of a Flag Protocol**  
Draft Policy and Procedure for review

Council discussed the notice of motion from last meeting regarding a flag flying policy. Deputy Mayor has been asked to make some amendments to the policy and staff will bring the policy back to Council for further review.

**Resolution #4**  
**Moved by: M. Tijssen – Seconded by: H. Foster**  
**BE IT RESOLVED THAT:**

WHEREAS the Township of Amaranth is a diverse community  
AND WHEREAS the Township of Amaranth is a community the celebrates diversity and achievement  
AND WHEREAS the public display of flags is a visible and significant means by which diversity and achievement can be celebrated  
NOW THEREFORE BE IT RESOLVED  
That the Township of Amaranth hereby dedicate one flagpole to the promotion of celebrations, causes and concerns of importance to our residents.  
AND FURTHERMORE That the CAO of the Township of Amaranth shall develop and implement a protocol to establish the order, precedence, and duration of flags to be flown in keeping with international, national, provincial, and municipal guidelines, recognitions, and priorities.  
OF NOTE All flags to be flown shall be provided at no charge to the Township of Amaranth along with any special considerations for display or safekeeping.  
Where practical or possible, a written description of the flag and its significance shall be provided to the CAO for publication on the Township of Amaranth website for the period that the flag is on display.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

9.2. **Report to Council 2020-017 – Introduction of an Inclusion and Equity Committee for the Township of Amaranth**  
Terms of Reference for review

Council discussed forming a committee and drafting terms of reference and gathering volunteers.

The Mayor stepped out of the meeting from 11:07 a.m. to 11:09 a.m.

**Resolution #5**

**Moved by: C. Gerrits – Seconded by: G. Little**

**BE IT RESOLVED THAT:**

Council takes steps to create a Diversion, Equity and Inclusion Community Advisory Committee.

FURTHER that at the end of 2021 the Committee report back to Council regarding the viability of a stand-alone Township Committee.

Appoint Stacey Whittington and Deputy Mayor Gerrits to form the committee and develop terms and reference for the committee.

**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

The Deputy Mayor logged out of the meeting at 11:26 a.m. as he declared a conflict of pecuniary interest in the following agenda item.

**9.3. Memo to Council 2020-011 - Ice River Springs**

Council discussed the recent comments from MPAC and Ice River Springs regarding the building of the water pipeline. Council wanted assurance that no additional wells would be activated and if that could be included in the agreement.

**Resolution #8**

**Moved by: G. Little – Seconded by: M. Tijssen**

**BE IT RESOLVED THAT:**

Council hereby receive memo 2020-011 and request an annual payment from Ice River Springs for the water pipeline starting with a base rate for 2021 of \$25,000.00 to be adjusted annually by the budgetary change percentage for the Township of Amaranth starting in 2022.

**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits			X
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

The Deputy Mayor logged back into the meeting at 11:45 a.m.

**10. Planning Department**

**10.1 B03-2020 Consent Application McCabe**

**Z03-2020 Rezoning Application McCabe**

515163 2<sup>nd</sup> Line - Severance of a surplus farm dwelling from the retained agricultural lot. The application includes an application for Zoning By-Law Amendment concurrent with the severance application.

The Interim Planner Valerie Schmidt provided an update on the applications and recommended approval of the zoning bylaw amendment, having received no further comments since the public meeting. Council discussed the surplus dwelling provisions and expansion of the agricultural operation limitations.

**Resolution #9**

**Moved by: C. Gerrits – Seconded by: G. Little**

**BE IT RESOLVED THAT:**

Consent Application B03-2020, submitted by Brayden Libawski c/o The Biglieri Group Ltd. (Applicant), on behalf of Ray and Tara McCabe (Owners) regarding Lot 23 Concession 1 now designated as Parts 2 & 4 on Registered Plan 7R-6157 municipally known as 515163 2<sup>nd</sup> Line.

**BE: APPROVED**

Subject to the following conditions:

1. Taxes paid in full on both the severed and retained parcels.
2. Copy of the registered Reference Plan in digital and paper format on the severed and retained parcels.
3. That the Owner obtain approval of a Zoning By-law Amendment (Z3-20) to restrict a future residential dwelling from being constructed on the retained lot; and to provide that the Minimum Distance Separation (MDS) of 237 metres between the adjacent livestock facility at 515164 2<sup>nd</sup> Line and the severed lot does not apply.
4. That the Owner obtain approval from the Township for a farm entrance permit for the retained lot, if required.
5. Any unregistered road widenings to be deeded to the township or appropriate road authority.
6. That any road widenings, easements, survey cost, legal cost and any other transaction pertaining to this application shall be borne by the applicant.
7. Certificate of Title to be supplied, showing no encumbrances on the land for road widening purposes.
8. That all conditions be fulfilled, and certificate of clerk issued within one year of the date of notice of decision was given, failing to do so will cause the application to be null and void.

**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little		X	
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**Resolution #10**

**Moved by: M. Tijssen – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

Zoning By-Law Amendment Application File Z03-2020 by Ray and Tara McCabe (Applicant/Owner) and Brayden Libawski c/o The Biglieri Group Ltd. (Agent) for Concession 1, Lot 23 now designated as Parts 2 & 4 on Registered Plan 7R-6157, being 515163 2<sup>nd</sup> Line, to rezone the subject lands from Agricultural (A1) Zone to Agricultural Exception (A-81) Zone and Agricultural Exception (A-82) Zone, be approved.

Further Resolved that the provisions in Section 4.1 (Agricultural (A) Zone), on lands zoned Agricultural Exception (A-82) residential buildings are prohibited, be approved.

Further Resolved that the provisions in Section 3.25 (Special Distance

Separation), on lands zoned Agricultural Exception (A-81), the Minimum Distance Separation (MDS) of 237 metres between the existing livestock barn at 515164 2<sup>nd</sup> Line, Amaranth does not apply, be approved.  
**CARRIED**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little		X	
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

At 12:17 p.m. a Break was called and at 12:22 p.m. the meeting resumed.

**10.2. Waldemar Class EA**  
Action on Part II request for support

Council discussed the request received and the recent Bill 197 Economic Recovery Act.

**Resolution #11**  
**Moved by: C. Gerrits – Seconded by: M. Tijssen**  
**BE IT RESOLVED THAT:**

Council support asking that the review of the Part II Order be expedited.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**10.3. Verbal update to be provided by the Township Planner and contract planner.**

Council was updated on two upcoming site alteration agreements, expected to come to the September 2 Council meeting. Council was advised that there is no formal road widening policy in place at this time and the Township Planner intends to create a formal process.

Lunch was called at 12:27 p.m. for 1 hour, the meeting resumed at 1:33 p.m.

**11. Public Works Department**

**11.1. Report to Council 2020-018**  
Update provided by the Director of Public Works

Council discussed ongoing projects with the Director of Public Works. The 20<sup>th</sup> sideroad project was discussed and completion dates.

**12. County Council Business**  
The following items were reviewed and dealt with:

**12.1. Council Agenda**  
[August 13, 2020](#)

**12.2. Other, if any**

**13. Committee Reports**

The following were received and/or dealt with:

- 13.1. Grand River Conservation Authority  
[Water Conservation urged throughout Grand River watershed](#)
- 13.2. **Building Department**  
MPAC Submission report June 2020
- 13.3. **Dufferin POA Update**  
COVID-19 Economic Recovery Act
- 13.4. **Shelburne & District Fire Board**  
Request for Appointment of Fire Chief

**Resolution #12**

**Moved by: G. Little – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

As The Shelburne & District Fire Board have successfully recruited for a Fire Chief;  
**And** the Board has executed an Employment Agreement with the candidate;  
**The Council of the Township of Amaranth** hereby moves to adopt the by-law to appoint a new Fire Chief for the Shelburne & District Fire Department.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

- 13.5. **Memo to Council 2020-012 - Grand River Conservation Authority**  
Spring 2021 Tree Program

Council committed to assisting with the 2021 tree program and asked that a separate mail out be completed for this purpose as well as posting to the website.

**Resolution #13**

**Moved by: G. Little – Seconded by: M. Tijssen**

**BE IT RESOLVED THAT:**

Council received Memo 2020-012 and supports the Grand River Conservation Authority Spring 2021 Tree Program.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

- 13.6. Other

**14. General Business and Correspondence**

The following were received and/or dealt with:

- 14.1. [AMO WatchFile – July 9, 2020](#)

- 14.2. [AMO Policy Update – Ontario Legislature Recessed, Standing Committee Now Looking at Infrastructure, Stage 3 Openings Informaiton](#)
- 14.3. [AMO WatchFile – July 23, 2020](#)
- 14.4. [AMO Conference Update: TVO partners with AMO for 2020 AMO Conference](#)
- 14.5. [AMO Policy Update: Federal-Provincial Funding Agreement reached, Extension of Emergency Orders, Proposed Marriage Licence extension and Docked Licensed Boats](#)
- 14.6. [AMO Policy Update - \\$4B Municipal Announcement, Provincial Emergency Ended, Provincial Orders, and Rural Economic Development](#)
- 14.7. [AMO Policy Update – Stage 3 Reopening and the Long-Term Care Commission Launch](#)
- 14.8. [AMO WatchFile – July 20, 2020](#)
- 14.9. [InTouch – MPAC’s Municipal stakeholder newsletter July 2020](#)
- 14.10. City of Oshawa – Council recommendation from the June 22<sup>nd</sup> Oshawa Council meeting regarding COVID-19 funding
- 14.11. Invitation to Information Session – Environmental Assessment Modernization
- 14.12. Advocate for changes to preserve our barns – A message about Severances from the Ontario Barn Preservation
- 14.13. Town of Amherstburg in support of the Town of Renfrews’s resolution regarding investing in the Canada Infrastructure Program Grant.
- 14.14. Town of Amherstburg in support of the City of Sarnia’s resolution regarding Long Term Care Home Improvements.
- 14.15. [Kyle Seeback, MP for Dufferin-Caledon update](#)
- 14.16. Other.

Council discussed the Farm Business Registration information being released to third parties. Staff has been asked to send a letter to O.M.A.F.R.A.

**Resolution #14**  
**Moved by: H. Foster – Seconded by: G. Little**  
**BE IT RESOLVED THAT:**

The Township of Amaranth does not feel it appropriate to release any personal information regarding farm business registrations.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

15. **Treasury/Accounts**  
The following were received and/or dealt with:

**15.1. Bills and Accounts - General Accounts**

Council had brief discussions regarding some of the accounts. Staff has been asked to provide a summary for the Amaranth County Estates deposits on file for the next meeting. The Integrity Commissioners invoice was discussed as no reports have been brought to Council regarding this. Staff has been asked to determine if the old landfill can be disposed of.

**15.2. Bills and Accounts - Road Accounts**

**Resolution #15**

**Moved by: G. Little – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

The following Bills and Accounts be approved for payment:

General 2020	\$258,786.53
Roads 2020	\$ 48,999.82

**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**15.3. Tax Levy By-Law 38-2020**

Correction to schedule

Council briefly discussed the errors that were in the schedule to be corrected.

**Resolution #16**

**Moved by: C. Gerrits – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

The Tax Levy schedule be corrected, and a new by-law adopted.

**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**15.4. Budget vs. Actual**

comparison report

15.5. Other, if any

**16. Added Items - Late Submissions (to be in office prior to meeting)**

16.1. Council discussed re-opening the office and Council meetings to members of the public. This is to be discussed further at the next council meeting.

**17. New Business**

**17.1. Report to Stakeholders**

Status of towing services in Dufferin County 2020

Council discussed the Dufferin Area Towing Association and the new model proposed in the report.

**Resolution #17**  
**Moved by: H. Foster – Seconded by: M. Tijssen**  
**BE IT RESOLVED THAT:**

Council receive the Report to Stakeholders regarding the status of towing services in Dufferin County and resolve that the County of Dufferin be the lead to draft a by-law to effect same.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**17.2. Report to Council 2020-015**  
Edelbrock Drainage Works Repair

Council discussed the report and questioned if there is a warranty to the work that was completed and if that could be relied upon over costing more to repair.

**Resolution #18**  
**Moved by: H. Foster – Seconded by: C. Gerrits**  
**BE IT RESOLVED THAT:**

Council do hereby receive the report 2020-015 (omitting the line that reads “Levy remaining costs to the upstream property owners and roads”) regarding Edelbrock Drainage Works Repair and authorize the Drainage Superintendent to complete the repair work on the Edelbrock Drainage Works as outlined.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**17.3. Cudney Drainage Works**  
Maintenance and Repair 2020

**Resolution #19**  
**Moved by: H. Foster – Seconded by: C. Gerrits**  
**BE IT RESOLVED THAT:**

Council do hereby receive the report from R.J. Burnside and Associates dated July 24, 2020 regarding Cudney Drainage Works Drain Maintenance and Repair,

AND FURTHER THAT pursuant to the recommendation contained within the July 24, 2020 report from the Township Drainage Superintendent (R.J. Burnside and Associates Limited) Demmans Excavating be retained on an hourly basis to complete the work at an estimated cost of \$5,000.00 and that all the affected owners be advised of the work to be completed.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		

<b>Councillor Heather Foster</b>	<b>X</b>		
<b>Councillor Gail Little</b>	<b>X</b>		
<b>Councillor Mark Tijssen</b>	<b>X</b>		
<b>Mayor Bob Currie</b>	<b>X</b>		

**17.4. No. 48 Drainage Works, “A” Drain**  
Maintenance and Repair 2020

**Resolution #20**

**Moved by: C. Gerrits – Seconded by: H. Foster**

**BE IT RESOLVED THAT:**

Council do hereby receive the report from R.J. Burnside and Associates dated July 30, 2020 regarding No. 48 Drainage Works, “A” Drain Maintenance and Repair,

AND FURTHER THAT Council request Gerd Udestadt to provide additional information in this regard.

**CARRIED.**

<b>Recorded Vote</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
<b>Deputy Mayor Chris Gerrits</b>	<b>X</b>		
<b>Councillor Heather Foster</b>	<b>X</b>		
<b>Councillor Gail Little</b>	<b>X</b>		
<b>Councillor Mark Tijssen</b>	<b>X</b>		
<b>Mayor Bob Currie</b>	<b>X</b>		

**18. Notice of Motions**

None at this meeting. Council did request that late fee forgiveness or tax payment due dates be discussed at the next meeting.

**19. Closed Meeting**

**Resolution #21**

**Moved by: H. Foster – Seconded by: M. Tijssen**

**BE IT RESOLVED THAT:**

Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:

- 19.1. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
- 19.2. A proposed or pending acquisition or disposition of land by the municipality
- 19.3. Third-party information supplied in confidence to the municipality local board employees
- 19.4. Personal matters about an identifiable individual, including municipal or local board employees
- 19.5. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
- 19.6. Personal Matters about an identifiable individual, including municipal or local board employees.

**CARRIED.**

<b>Recorded Vote</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
<b>Deputy Mayor Chris Gerrits</b>	<b>X</b>		
<b>Councillor Heather Foster</b>	<b>X</b>		
<b>Councillor Gail Little</b>	<b>X</b>		
<b>Councillor Mark Tijssen</b>	<b>X</b>		
<b>Mayor Bob Currie</b>	<b>X</b>		

**Resolution #22**  
**Moved by: M. Tijssen – Seconded by: G. Little**  
**BE IT RESOLVED THAT:**

Council do now rise and report from Closed Meeting.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

It was confirmed that the only items discussed in closed session were those items on the closed session agenda.

**20. By-Laws**

**Notice of intention to pass the following By-Laws:**

**20.1 Resolution #23**  
**Moved by: M. Tijssen– Seconded by: H. Foster**  
**BE IT RESOLVED THAT:**

Leave be given to introduce a by-law to amend Zoning By-law 2-2009; as amended to add the site specific zoning to the retained and severed lots; and that it be given the necessary readings and be passed and numbered 46- 2020.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little		X	
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**20.2 Resolution #24**  
**Moved by: H. Foster – Seconded by: M. Tijssen**  
**BE IT RESOLVED THAT:**

Leave be given to introduce a by-law to provide for the levy and collection of taxes required for the Township of Amaranth for the year 2020; and that it be given the necessary readings and be passed and numbered as 47-2020.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

**20.3 Resolution #25**  
**Moved by: C. Gerrits – Seconded by: G. Little**  
**BE IT RESOLVED THAT:**

Leave be given to introduce a by-law to appoint the Chief of the Shelburne and District Fire Department; and that it be given the necessary readings and be passed and numbered as 48-2020.  
**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

21. Confirming By-Law

**Resolution #26**

**Moved by: H. Foster – Seconded by: M. Tijssen**

**BE IT RESOLVED THAT:**

Leave be given to introduce a by-law to confirm the Regular Meeting of Council of the Township of Amaranth for August 12, 2020; and that is be given the necessary readings and be passed and numbered 49-2020.

**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

22. Adjournment

**Resolution #27**

**Moved by: C. Gerrits – Seconded by: M. Tijssen**

**BE IT RESOLVED THAT:**

Council do now adjourn to meet again for the Regular Meeting of Council on Wednesday, September 2, 2020 at 10:00 a.m. or at the call of the Mayor.

**CARRIED.**

Recorded Vote	Yea	Nay	Abstain
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Mark Tijssen	X		
Mayor Bob Currie	X		

There being no further business the meeting adjourned at 5:00 p.m.

\_\_\_\_\_  
Head of Council

\_\_\_\_\_  
Acting CAO/Clerk

**From:** [ann fabris](#)  
**To:** [Nicole Martin](#)  
**Cc:** [Mark Tijssen](#)  
**Subject:** Injury to roadside trees in Amaranth  
**Date:** Sunday, August 30, 2020 1:18:54 PM

---

I was driving west along Five sideroad toward 10th line in Amaranth and noticed that the grass edge had been recently cut to improve visibility along the edge.

I also noticed that a shredding machine had ripped many small woody trees and shrubs along the swale. This practice no doubt helps improve drainage along the ditches . However this shredder also ripped branches and limbs on many mature, semi-mature sugar maples, spruce and cedar located on the edge of the property line causing the type of injury that results in premature decline and eventual death of these trees.

I have seen better pruning practices in THIRD WORLD Countries where slashing with machetes is common practice.

Please note the attachments.

With the on-going loss of the Elm and now the rapid mortality of the Ash the Township of Amaranth cannot afford to continue to lose tree cover along public roads. I understand the need to clear back trees from the roadside that might interfere with vehicles or visibility of residents coming out of their driveways, however these trees need to be given some respect and be properly pruned by professionals .They are long lived woody plants that will outlive most people. They have value and should not be butchered. Most people would agree that the most desirable streets are those that have a large tree canopy alongside.

Everywhere I look in Amaranth, East Garafraxa and Grand Valley, Farmers are cutting down Hedgerows. Hedgerows and Tree rows were established to help reduce windspeeds and control the loss of topsoil. Both very sound ecological principles especially in a flat plateau open country side where wind can be a constant factor. Much of this hedgerow removal is disguised as a requirement for the installation of drainage tile where 50 acre plots surrounded by hedgerows turn into 200 acres of open plain. Is this just another excuse to indiscriminately remove more tree cover without accountability? Are there any controls for the removal of hedgerows on private lands?

Farming is a noble and necessary profession and trees like crops can be harvested especially in woodlots but most of these wind rows are just ripped out of the ground, thrown in piles and burned. Seems like an invitation for increased windspeeds for futures tornados.

Diego Fabris  
Amaranth











## MEMO TO COUNCIL - 2020-016

**TO:** Mayor Currie and Members of Council

**FROM:** Nicole Martin Acting CAO/Clerk

**DATE:** September 2, 2020

**SUBJECT:** 285462 County Road 10 - Fill

---

### **Recommendation**

Council consider lifting the stop work order on the above property to allow for removal of fill and instruct staff accordingly.

### **Background**

This is part of an ongoing fill matter at 285462 County Road 10. Council has previously heard from the ratepayer lawyer Rose Sharifi and Iain Donnell.

At this time Council is asked to hear from Rose Sharifi and lift the stop work order.

### **Summary**

Council is asked to instruct staff with their decision.

Respectfully Submitted,

*Nicole Martin*

Nicole Martin, Acting CAO/Clerk



# Water Rate Study - Update

## Township of Amaranth

---

August 25, 2020

Watson & Associates Economists Ltd.  
905-272-3600  
[info@watsonecon.ca](mailto:info@watsonecon.ca)

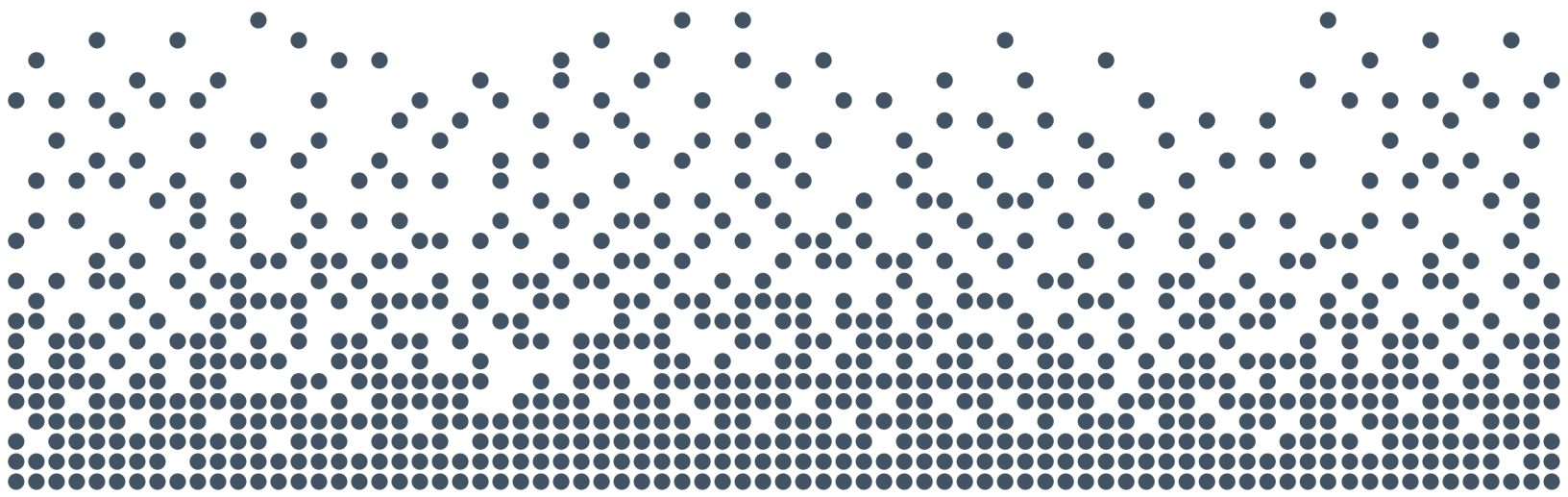
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# Water Rate Study Report



# Chapter 1

## Introduction



# 1. Introduction

## 1.1 Background

---

The Township of Amaranth (Township) currently provides water services to 116 households on the Waldemar Heights Water Supply System.

Current customers are being charged an annual flat rate of \$680 for water, which is billed monthly. In addition to this monthly charge, customers have been paying a capital charge over either 10 or 20-year terms in relation to previously constructed water assets. Those customers who elected to pay their capital charge over a 20-year term will continue to do so until 2026 while those customers who elected to pay the capital charge over 10-years have no further annual payments remaining.

Owners of municipal drinking water systems in Ontario are required to have a municipal drinking water licence. Municipalities are required to submit their water licence renewal application to the Province every five years. One of the mandatory licencing requirements under the Safe Drinking Water Act is for a financial plan to be prepared and submitted to the Province. Ontario Regulation (O.reg.) 453/07 outlines the required information, reporting structure and deadlines for the financial plan. Regarding the deadlines, municipalities are mandated to finalize, approve and submit these financial plans six months prior to their water licence expiry (along with all other water licence application requirements). As such, the Township was required to submit their water licence renewal application prior to the deadline of April 18, 2020. Prior to the April 18, 2020 deadline, the Township received approval to submit their water licence renewal application without the water financial plan, provided that the water financial plan is submitted prior the expiry of the current water licence.

## 1.2 Study Process

---

Watson & Associates Economists Ltd (Watson) was retained by the Township to undertake a comprehensive water rate study (Rate Study) and to prepare a Water Financial Plan as part of the five year submission requirements for the purposes of obtaining a municipal drinking water license as per the Safe Drinking Water Act, 2002.



The Water Financial Plan dated June 29, 2020, meeting the requirements of O.reg. 453/07, was approved by Council on August 12, 2020.

The objectives of the Rate Study and steps involved in carrying out this assignment are summarized below:

- Build a capital program that blends lifecycle needs arising from the Township's Asset Management Plan with specific needs identified in the water capital needs forecast;
- Identify potential methods of cost recovery from the capital needs listing, as an offset to recovery through the water rates;
- Forecast annual operating costs and rate-based funding requirements;
- Assess adequacy of forecast water rates in addressing long-term financial plan needs; and
- Develop a long-term water rate forecast and present findings to Township staff and Council for their consideration.

In approaching this study, the following analysis is provided herein:

Chapter 1 – Introduction

Chapter 2 – Forecast Growth and Service Demands

Chapter 3 – Capital Infrastructure Needs

Chapter 4 – Capital Cost Financing Options

Chapter 5 – Operating Expenditure Forecast

Chapter 6 – Forecast Water Rates

## **1.3 Regulatory Changes in Ontario**

---

Resulting from the water crisis in Walkerton, significant regulatory changes have been made in Ontario. These changes arose as a result of the Walkerton Commission and the 93 recommendations made by the Walkerton Inquiry Part II report. Areas of recommendation included:



- watershed management and source protection;
- quality management;
- preventative maintenance;
- research and development;
- new performance standards;
- sustainable asset management; and
- lifecycle costing.

The following sections describe significant applicable regulatory areas.

## 1.4 Sustainable Water and Sewage Systems Act

---

The *Sustainable Water and Sewage Systems Act* was passed on December 13, 2002. The intent of the Act was to introduce the requirement for municipalities to undertake an assessment of the “full cost” of providing their water and the wastewater services. In total, there were 40 areas within the Act to which the Minister may make Regulations, however regulations were never issued. On December 31, 2012, the *Sustainable Water and Sewage Systems Act* was repealed.

## 1.5 Safe Drinking Water Act

---

The *Safe Drinking Water Act* was passed in December 2002. The *Safe Drinking Water Act* provides for 50 of the 93 Walkerton Part II recommendations. It focuses on the administrative and operational aspects of the provision of water.

The purposes of the *Safe Drinking Water Act* are to “recognize that the people of Ontario are entitled to expect their drinking water to be safe and to provide for the protection of human health and the prevention of drinking water health hazards through the control and regulation of drinking water systems and drinking water testing. 2002, c. 32, s. 1.”

The following is a brief summary of the key elements included in the *Safe Drinking Water Act*:

- Mandatory licensing and accreditation of testing laboratories;
- New standards for treatment, distribution quality and testing;



- Mandatory operator training and certification;
- Mandatory licensing of municipal water providers;
- Stronger enforcement and compliance provisions; and
- “Standard of care” requirements for municipalities.

This legislation impacts the costs of operating a water system with the need for higher skilled operators including increased training costs, increased reporting protocols and requirements, continuing enhancements to quality standards and the costs to licence each water system.

## 1.6 Financial Plan Regulation

---

On August 16, 2007, the Ministry of Environment introduced O.Reg. 453/07 which requires the preparation of financial plans for water systems (and municipalities are encouraged to prepare plans for wastewater systems). The Ministry of Environment has also provided a Financial Plan Guideline to assist municipalities with preparing the plans. A brief summary of the key elements of the regulation is provided below:

- The financial plan will represent one of the key elements to obtain a Drinking Water License.
- The plan is to be completed, approved by Council Resolution, and submitted to the Ministry of Municipal Affairs and Housing as part of the application for receiving approval of a water license.
- The financial plans shall be for a period of at least six years but longer planning horizons are encouraged.
- As the regulation is under the *Safe Drinking Water Act*, the preparation of the plan is mandatory for water services and encouraged for wastewater services.
- The plan is considered a living document (i.e. can be updated if there are significant changes to budgets) but will need to be undertaken at a minimum every five years.
- The plans generally require the forecasting of capital, operating and reserve fund positions, and providing detailed capital inventories. In addition, Public Sector Accounting Board full accrual information on the system must be provided for each year of the forecast (i.e. total non-financial assets, tangible capital asset



acquisitions, tangible capital asset construction, betterments, write-downs, disposals, total liabilities, net debt, etc.).

- The financial plans must be made available to the public (at no charge) upon request and be available on the Township's web site. The availability of this information must also be advertised.

In general, the financial principles of this regulation follow the intent of the *Sustainable Water and Sewage Systems Act*, 2002 to move municipalities towards financial sustainability for water services. However, many of the prescriptive requirements have been removed (e.g. preparation of two separate documents for provincial approval, auditor opinions, engineer certifications, etc.).

A guideline ("Towards Financially Sustainable Drinking-Water and Wastewater Systems") has been developed to assist municipalities in understanding the Province's direction and provides a detailed discussion on possible approaches to sustainability. The Province's Principles of Financially Sustainable Water and Wastewater Services are provided below:

- Principle #1: Ongoing public engagement and transparency can build support for, and confidence in, financial plans and the system(s) to which they relate.
- Principle #2: An integrated approach to planning among water, wastewater, and storm water systems is desirable given the inherent relationship among these services.
- Principle #3: Revenues collected for the provision of water and wastewater services should ultimately be used to meet the needs of those services.
- Principle #4: Lifecycle planning with mid-course corrections is preferable to planning over the short-term, or not planning at all.
- Principle #5: An asset management plan is a key input to the development of a financial plan.
- Principle #6: A sustainable level of revenue allows for reliable service that meets or exceeds environmental protection standards, while providing sufficient resources for future rehabilitation and replacement needs.



- Principle #7: Ensuring users pay for the services they are provided leads to equitable outcomes and can improve conservation. In general, metering and the use of rates can help ensure users pay for services received.
- Principle #8: Financial Plans are “living” documents that require continuous improvement. Comparing the accuracy of financial projections with actual results can lead to improved planning in the future.
- Principle #9: Financial plans benefit from the close collaboration of various groups, including engineers, accountants, auditors, utility staff, and municipal council.

## 1.7 Water Opportunities Act

---

The *Water Opportunities Act* received Royal Assent on November 29, 2010. The Act provides for the following elements:

- Foster innovative water, wastewater and stormwater technologies, services and practices in the private and public sectors;
- Prepare water conservation plans to achieve water conservation targets established by the regulations; and
- Prepare sustainability plans for municipal water services, municipal wastewater services and municipal stormwater services.

With regard to the sustainability plans:

- The Bill extends from the water financial plan and requires a more detailed review of the water financial plan and requires a full plan for wastewater and stormwater services; and
- Regulations (when issued) will provide performance targets for each service – these targets may vary based on the jurisdiction of the regulated entity or the class of entity.

The Financial Plan shall include:

- An asset management plan for the physical infrastructure;
- Financial Plan;



- For water, a water conservation plan;
- Assessment of risks that may interfere with the future delivery of the municipal service, including, if required by the regulations, the risks posed by climate change and a plan to deal with those risks; and
- Strategies for maintaining and improving the municipal service, including strategies to ensure the municipal service can satisfy future demand, consider technologies, services and practices that promote the efficient use of water and reduce negative impacts on Ontario's water resources, and increase co-operation with other municipal service providers.

Performance indicators will be established by service:

- May relate to the financing, operation or maintenance of a municipal service or to any other matter in respect of which information may be required to be included in a plan; and
- May be different for different municipal service providers or for municipal services in different areas of the Province.

Regulations will prescribe:

- Timing;
- Contents of the plans;
- Identifying what portions of the plan will require certification;
- Public consultation process; and
- Limitations, updates, refinements, etc.

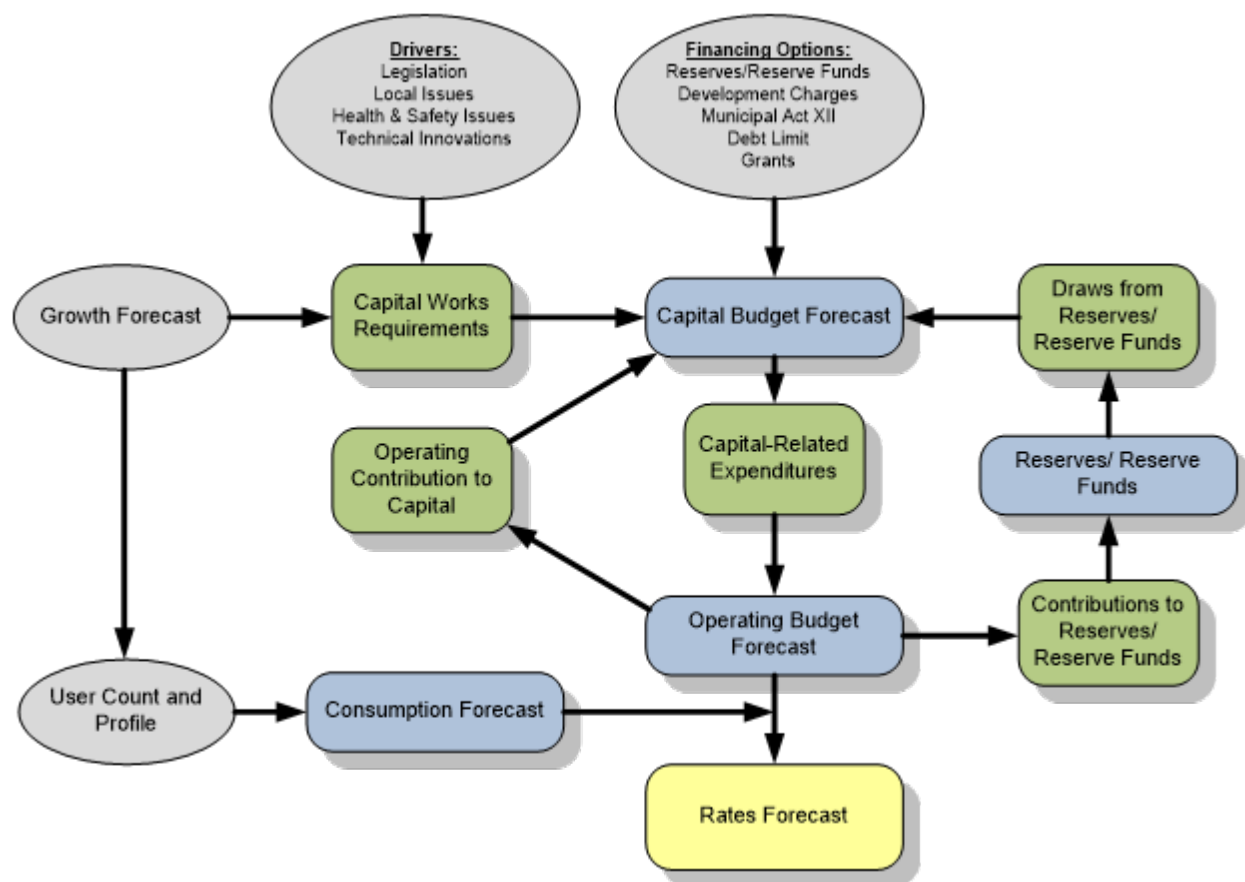
## 1.8 Water Rate Calculation Methodology

---

Figure 1-1 illustrates the general methodology used in determining the full cost recovery water rate forecast.



Figure 1-1  
Water Rate Calculation Methodology



The methodology employed generally consists of 5 major elements:

## 1. Customer Demands and Consumption Forecast

The water customer forecast is prepared by considering potential new water users connecting to the system. Through discussions with Township staff, projected total water users over the forecast have been included within the rate study calculations.

## 2. Capital Needs Forecast

The capital needs forecast is developed to measure program/service level adjustments, lifecycle requirements and growth-related needs. The Township's long-term capital plan provided the base capital forecast with adjustments made



by Township staff for specific projects within the forecast period. Capital expenditures are forecast with inflationary adjustments based on capital costs indices.

### **3. Capital Funding Plan**

The capital funding plan considers the potential funding sources available to address the capital needs forecast. The sources of capital funding include rate-based support, reserves/reserve funds and debt for program/service level improvements. Growth-related sources of funding include water capital levies and debt. The use of rate-based funding is measured against the revenue projections and affordability impacts. The reserve/reserve fund sources are measured against the sustainability of these funds, relative to lifecycle demands, revenue projections and affordability impacts. Debt financing is typically considered for significant capital expenditures, where funding is required beyond long-term lifecycle needs or to facilitate rate transition policies. Debt financing is measured in against the Township's debt policies and annual repayment limits to ensure a practical and sustainable funding mix.

### **4. Operating Budget Forecast**

The operating budget forecast considers adjustments to the Township's base budget reflecting program/service level changes, operating fund impacts associated with infrastructure and financing for capital needs. The operating expenditures are forecast with inflationary adjustments and growth in service demand, based on fixed and variable cost characteristics. The operating budget forecast ties the capital funding plan and reserve/reserve fund continuity forecast to the rate-based revenue projections. This ensures sufficient funding for both the ongoing annual operation and maintenance of water services, as well as the capital cost requirements to ensure service sustainability. Operating revenues are projected to identify the rate components net of anticipated operating revenues, such as capital levies, fees and penalties, and other miscellaneous revenues.



## **5. Rate Forecast and Structure**

The rate forecast and structure component of the analysis considers various rate structures to recover the forecast rate-based revenue from the projected customer demands. At this stage in the analysis the full costs of service are measured against the customer growth and consumption demands to determine full cost recovery rates. The analysis may consider alternative structures for minimum bill and consumptive components of the rates, consistent with municipal policies/strategies, industry practice and customer affordability. Providing context to the rate forecast, the results are quantified to measure the impacts on a range of customer types and in relation to other municipalities.



# Chapter 2

## Forecast Growth and Service Demands



## 2. Forecast Growth and Service Demands

### 2.1 Current Service Demands

---

In preparing the demand forecast for water, a summary of customer accounts was obtained from Township staff. There are currently 116 water customers within the Township's water system.

### 2.2 Forecast Service Demands

---

For the purpose of calculating future water rates, users were forecast for the period of 2020-2030. The Waldemar Water Storage Municipal Class Environmental Assessment, dated August 2019 (Waldemar EA) identifies water storage needs to provide service to 137 additional units within future developments (i.e. Centurian, Sarah Properties, South of Centurian). Of the additional 137 units, 76 units have been forecast to develop and connect to the water system over the 2024-2030 period based on the Township's 2019 Development Charges Background Study and discussions with Township Staff. This results in an increase from 116 current customers to a total of 192 customers in 2030. Table 2-1 provides the detailed growth forecast for the period.

Table 2-1  
Water Customer Forecast 2020-2030

Water Customer Forecast	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Existing	116	116	116	116	116	116	116	116	116	116	116
New - Growth	-	-	-	-	8	22	33	44	55	66	76
Total	116	116	116	116	124	138	149	160	171	182	192

The actual timing of when future growth on the Waldemar water system occurs will have implications on the capital funding plan and water rate forecast. Potential delays in the timing of the anticipated development will reduce the anticipated water rate revenue resulting in budgetary shortfalls. These potential impacts are discussed further in Chapters 4 through 6.



# Chapter 3

## Capital Infrastructure Needs



## 3. Capital Infrastructure Needs

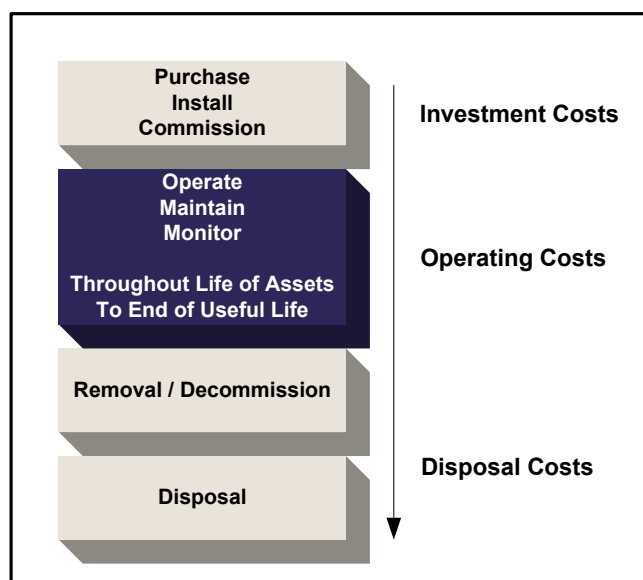
### 3.1 Overview of Lifecycle Costing

#### 3.1.1 Definition

For many years, lifecycle costing has been used in the field of maintenance engineering and to evaluate the advantages of using alternative materials in construction or production design. The method has gained wider acceptance and use in the areas of industrial decision-making and the management of physical assets.

By definition, lifecycle costs are all the costs which are incurred during the lifecycle of a physical asset, from the time its acquisition is first considered, to the time it is taken out of service for disposal or redeployment. The stages which the asset goes through in its lifecycle are specification, design, manufacture (or build), installation, commissioning, operation, maintenance and disposal. Figure 3-1 depicts these stages in a schematic form.

Figure 3-1  
Lifecycle Costing





### 3.1.2 Financing Costs

This section will focus on financing mechanisms in place to fund the costs incurred throughout the asset's life.

In a municipal context, services are provided to benefit tax/rate payers. Acquisition of assets is normally timed in relation to direct needs within the community. At times, economies of scale or technical efficiencies will lead to oversizing an asset to accommodate future growth within the municipality. Over the past few decades, new financing techniques such as development charges and *Municipal Act* capital charges have been employed based on the underlying principle of having tax/rate payers who benefit directly from the service paying for that service. Operating costs which reflect the cost of the service for that year are charged directly to all existing tax/rate payers who have received the benefit. Operating costs are normally charged through the tax base or user rates.

Capital expenditures are recouped through several methods, the most common being operating budget contributions, development charges, reserves, developer contributions and debentures.

New construction related to growth could produce development charges, capital charges, and developer contributions (e.g. works internal to a subdivision which are the responsibility of the developer to construct) to fund a significant portion of projects, where new assets are being acquired to allow growth within the municipality to continue. As well, debentures could be used to fund such works, with the debt charge carrying costs recouped from taxpayers in the future.

However, capital construction to replace existing infrastructure is largely not growth-related and will therefore not yield development charges or developer contributions to assist in financing these works. Hence, a municipality will be dependent upon debentures, reserves and contributions from the operating budget to fund these works.

Figure 3-2 depicts the costs of an asset from its initial conception through to replacement and then continues to follow the associated costs through to the next replacement.

As referred to earlier, growth-related financing methods such as development charges and developer contributions could be utilized to finance the growth-related component

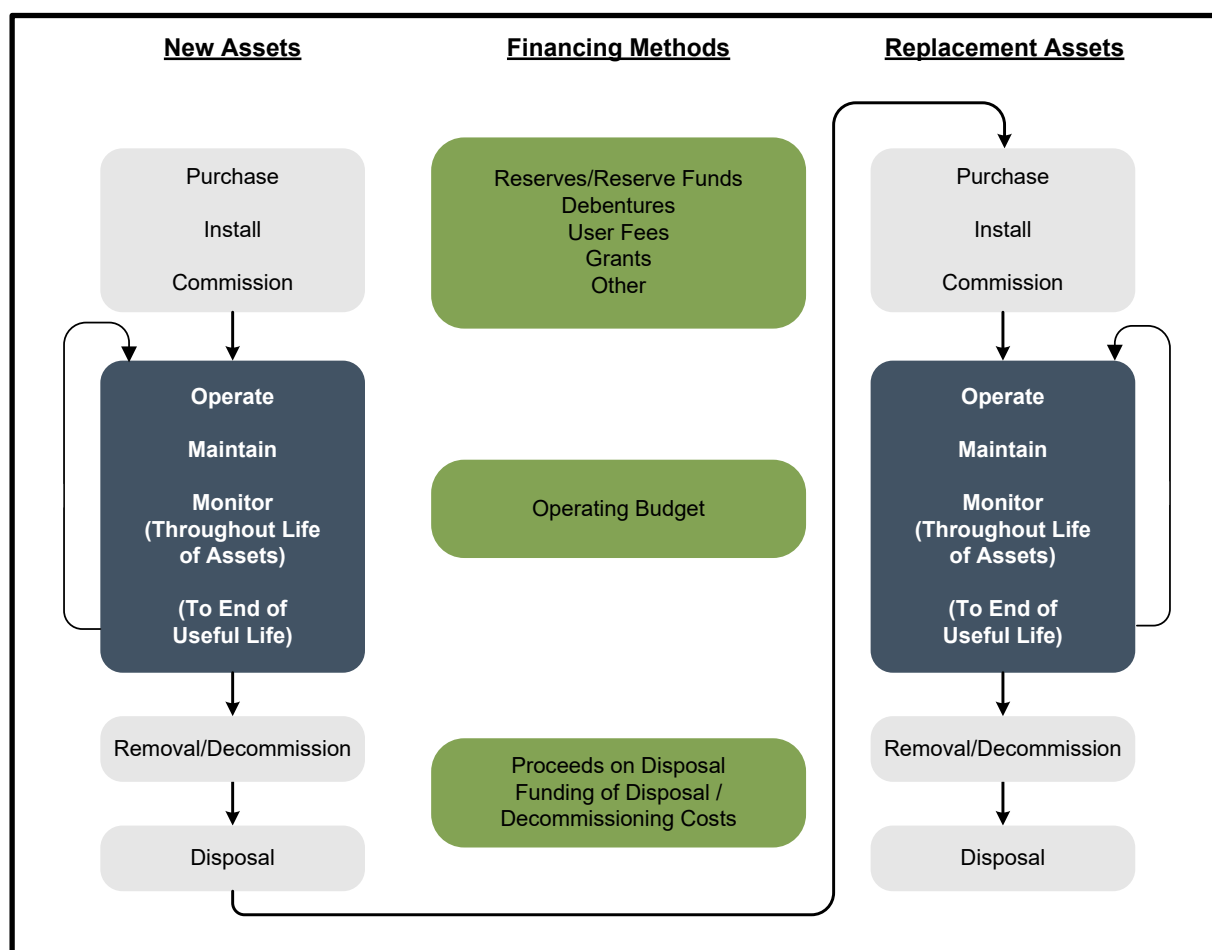


of the new asset. These revenues are collected (indirectly) from the new homeowner who benefits directly from the installation of this asset. Other financing methods may be used as well to finance the non-growth-related component of this project; reserves which have been collected from past tax/rate payers, operating budget contributions which are collected from existing tax/rate payers and debenturing which will be carried by future tax/rate payers. Ongoing costs for monitoring, operating and maintaining the asset will be charged annually to the existing tax/rate payer.

When the asset requires replacement, the sources of financing will be limited to reserves, debentures and contributions from the operating budget. At this point, the question is raised; "If the cost of replacement is to be assessed against the tax/rate payer who benefits from the replacement of the asset, should the past tax/rate payer pay for this cost or should future rate payers assume this cost?" If the position is taken that the past user has used up the asset, hence they should pay for the cost of replacement, then a charge should be assessed annually, through the life of the asset to have funds available to replace it when the time comes. If the position is taken that the future tax/rate payer should assume this cost, then debenturing and, possibly, a contribution from the operating budget should be used to fund this work.



Figure 3-2  
Financing Lifecycle Costs



Charging for the cost of using up of an asset is the fundamental concept behind amortization methods utilized by the private sector. This concept allows for expending the asset as it is used up in the production process. The tracking of these costs forms part of the product's selling price and hence end users are charged for the asset's amortization. The same concept can be applied in a municipal setting to charge existing users for the asset's use and set those funds aside in a reserve to finance the cost of replacing the asset in the future.

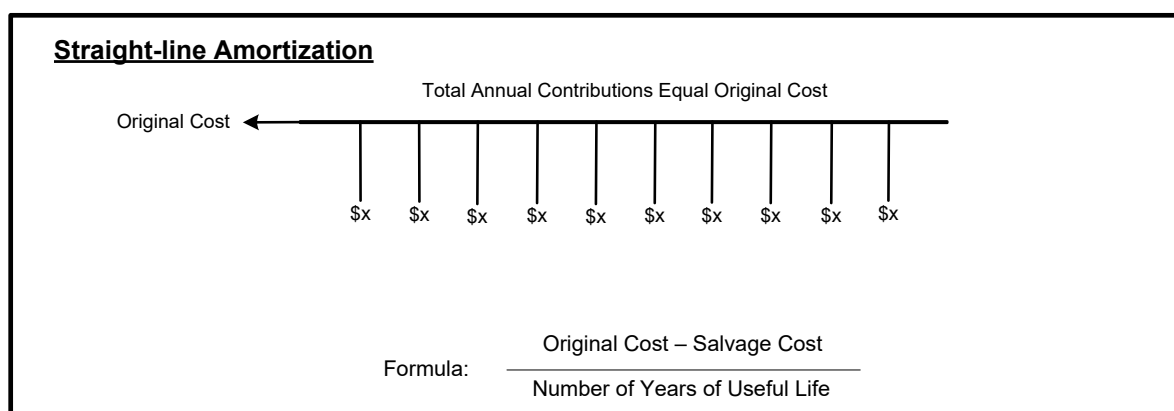
### 3.1.3 Costing Methods

There are two fundamental methods of calculating the cost of the usage of an asset and for the provision of the revenue required when the time comes to retire and replace it.

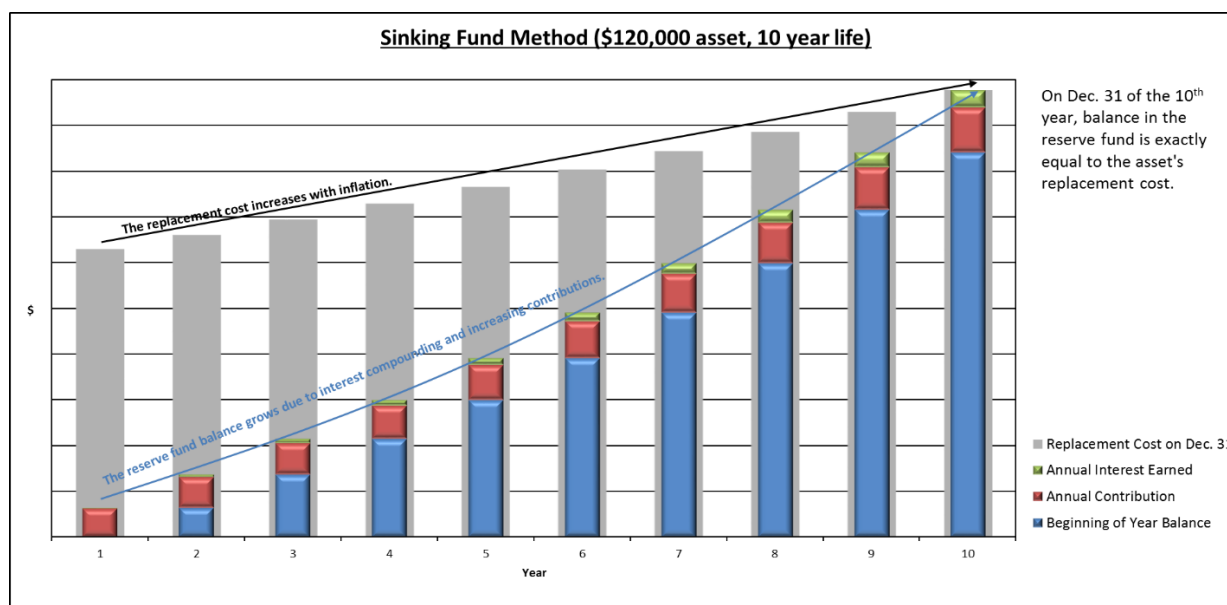


The first method is the Amortization Method. This method recognizes the reduction in the value of the asset through wear and tear, and aging. There are two commonly used forms of amortization: the straight-line method and the sinking fund method.

The straight-line method is calculated by taking the original cost of the asset, subtracting its estimated salvage value (estimated value of the asset at the time it is disposed of) and dividing this by the estimated number of years of useful life. The reducing balance method is calculated by utilizing a fixed percentage rate and this rate is applied annually to the undepreciated balance of the asset value.



The second method of lifecycle costing is the sinking fund method. This method first estimates the future value of the asset at the time of replacement. This is done by inflating the original cost of the asset at an assumed annual inflation rate. A calculation is then performed to determine annual contributions (equal or otherwise) which, when invested, will grow with interest to equal the future replacement cost.



The preferred method used herein is the sinking fund method of lifecycle costing.

## 3.2 Asset Inventory

Lifecycle “sinking fund” contribution amounts for the infrastructure have been calculated to determine the level of capital investment that should ultimately be included in the full cost assessment and rate forecast. Table 3-1 summarizes the current asset replacement value and long-term annual lifecycle replacement needs, in 2020\$ values. These values were calculated based on detailed water capital asset inventory information obtained from the Township’s 2016 Asset Management Plan.



Table 3-1  
Summary of Water Infrastructure and Replacement Cost (2020\$)<sup>1</sup>

Township of Amaranth Water Asset Replacement Costs Summary		
Asset Type	Replacement Cost (2020\$)	Annual Lifecycle Replacement Cost
Facilities & Components	3,488,368	86,381
Water Mains	5,214,517	100,439
Lateral Lines	34,567	666
Water Fittings	360,681	8,007
Water Valves	500,373	11,108
Water Hydrants	247,324	5,490
Wells	137,402	6,620
<b>TOTAL</b>	<b>9,983,233</b>	<b>218,711</b>

### 3.3 Capital Forecast

A ten-year capital forecast has been developed for the water system to address capital needs across all areas for the system. The capital needs that have been identified have been initially based on the Township's 2019 to 2029 capital needs forecast.

The Waldemar EA was prepared to evaluate water storage alternatives to meet the demands of future development. The preferred alternative of the Waldemar EA is for the construction of an in-ground reservoir at the existing Waldemar pump house for \$1.78 million. These costs will be a direct developer responsibility and have not been included in the capital needs forecast.

The Township has also identified the need for \$250,000 in costs related to process piping improvements that would be required in the short-term. Through discussions with the Township, it is understood that these improvements would not be required if the construction of the in-ground reservoir were to occur. As the anticipated development requiring the construction of the in-ground reservoir is anticipated to commence in 2024, the process piping costs identified above have not been included in the forecast. Should there be delays in the timing of the construction of the in-ground reservoir and subsequent development or the process piping improvements are required prior to 2024, it is understood that the process piping improvements would be undertaken by

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<sup>1</sup> Facilities and Components assets include \$1.78 million for the costs associated with the preferred servicing option identified in the Waldemar EA (i.e. In-ground reservoir)



the Township. Should this be the case, it is recommended that they Township re-examine the Water Rate Study to ensure sufficient funding is in place for process piping improvements and water system needs.

The water capital forecast is summarized in Table 3-2. These capital needs are forecast in current year dollars (i.e. 2020\$). The water capital plan totals \$239,700. For rate determination purposes, the capital needs forecast will be indexed by 2.5% annually.



Table 3-2  
Water Service  
Capital Budget Forecast – Uninflated\$

Description	Budget 2020	Total	Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Capital Expenditures</b>												
Well One - Camera inspection of well casing	-	3,000	-	-	-	-	-	-	-	3,000	-	-
Well One - Submersible pump replacement	-	7,000	-	-	-	7,000	-	-	-	-	-	-
Well One - Transmission main repairs	-	2,500	-	-	-	2,500	-	-	-	-	-	-
Well Two - Camera inspection of well casing	-	3,000	-	-	-	-	-	-	-	3,000	-	-
Well Two - Submersible pump replacement	-	7,000	-	-	-	7,000	-	-	-	-	-	-
Well Two - Transmission main repairs	-	3,000	-	-	-	-	-	-	-	3,000	-	-
Well Three - Camera inspection of well casing	-	3,000	-	-	-	-	-	-	-	3,000	-	-
Well Three - Submersible pump replacement	-	7,000	-	-	-	7,000	-	-	-	-	-	-
Well Three - Transmission main repairs	-	2,500	-	-	-	2,500	-	-	-	-	-	-
Pumphouse Raw - Replace pressure gauges	-	1,500	1,500	-	-	-	-	-	-	-	-	-
Water Piping - Service pressure relief valve	5,000	-	-	-	-	-	-	-	-	-	-	-
Water Piping - Replace raw water meters	-	10,000	-	-	-	10,000	-	-	-	-	-	-
Pumphouse Treatment Equipment - Chemical metering pumps	-	15,000	15,000	-	-	-	-	-	-	-	-	-
Pumphouse Treatment Equipment - Centreline Injectors	500	4,500	500	500	500	500	500	500	500	500	500	-
Treated Water Process - Replace pressure gauges	-	2,000	-	-	-	-	-	-	-	2,000	-	-
Treated Water Process - Service flow control valves	-	5,000	-	-	-	-	-	-	-	5,000	-	-
Treated Water Process - Service pressure relief valve	-	5,000	-	-	-	-	-	-	-	5,000	-	-
Treated Water Process - Rebuild high lift pumps	5,000	10,000	-	-	-	10,000	-	-	-	-	-	-
Treated Water Process - Service emergency pump	-	5,500	-	-	-	3,000	-	-	-	2,500	-	-
Treated Water Process - Replace treated water meters	-	4,000	-	-	-	-	-	-	-	-	4,000	-
Instrumentation and SCADA - Replace free chlorine analyzer	-	7,000	-	-	-	7,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace laptop	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace datalogger	-	5,000	-	-	-	2,500	2,500	-	-	-	-	-
Building Services - Electrical	-	10,000	2,500	-	-	2,500	-	2,500	-	2,500	-	-
Building Services - Heating	500	4,500	500	500	500	500	500	500	500	500	500	-
Building Services - Lighting	500	2,500	-	500	-	500	500	-	500	-	500	-
Building Services - Generator Service	1,000	5,000	-	1,000	-	1,000	1,000	-	1,000	-	1,000	-
Treated Water Distribution - Distribution mains leak repairs	-	10,500	-	5,000	-	5,000	-	-	500	-	-	-
Treated Water Distribution - Valve repair	-	3,000	-	-	-	1,500	-	-	1,500	-	-	-
Treated Water Distribution - Hydrant repair	-	10,000	-	2,500	-	5,000	-	-	-	2,500	-	-
Treated Water Distribution - Service repairs	-	7,500	-	1,500	-	3,000	1,500	-	-	1,500	-	-
Provision		18,722										18,722
<b>Studies:</b>												
Rate Studies and Financial Plan		40,000					20,000					20,000
<b>Total Capital Expenditures</b>	<b>12,500</b>	<b>227,222</b>	<b>20,000</b>	<b>11,500</b>	<b>1,000</b>	<b>81,000</b>	<b>26,500</b>	<b>3,500</b>	<b>4,500</b>	<b>34,000</b>	<b>6,500</b>	<b>38,722</b>



# Chapter 4

## Capital Cost Financing Options



## 4. Capital Cost Financing Options

### 4.1 Summary of Capital Cost Financing Alternatives

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Historically, the powers that municipalities have had to raise alternative revenues to taxation to fund capital services have been restrictive. Over the past number of years, legislative reforms have been introduced. Some of these have expanded municipal powers (e.g. Bill 130 providing for natural person powers for fees and charges bylaws); while others appear to restrict them (Bill 98 in 1997 providing amendments to the *Development Charges Act* (D.C.A.)).

The most recent *Municipal Act* came into force on January 1, 2003, with significant amendments in 2006 through the *Municipal Statute Law Amendment Act*. Part XII of the Act and Ontario Reg. 584/06, govern a Township's ability to impose fees and charges. This Act provides municipalities with broadly defined powers and provides the ability to impose fees for both operating and capital purposes. Under s.484 of the *Municipal Act*, 2001, the Local Improvement Act was repealed with the in-force date of the Municipal Act (January 1, 2003). The municipal powers granted under the *Local Improvement Act* now fall under the jurisdiction of the *Municipal Act*.

The methods of capital cost recovery available to municipalities are provided as follows:

Recovery Methods	Section Reference
• D.C.A., 1997	4.2
• <i>Municipal Act</i> <ul style="list-style-type: none"><li>○ Fees and Charge</li><li>○ Local Improvements</li></ul>	4.3
• Grant Funding	4.4
• Reserves/Reserve Funds	4.5
• Debenture Financing	4.6



## 4.2 Development Charges Act, 1997

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The D.C.A. received royal assent on December 8, 1997, replacing the previous act, which had been in-force since November 23, 1989.

The Province's stated intentions were to "create new construction jobs and make home ownership more affordable" by reducing the charges and to "make municipal Council decisions more accountable and more cost effective." The basis for this Act is to allow municipalities to recover the growth-related capital cost of infrastructure necessary to accommodate new growth within the municipality. The D.C.A. provides for limitations and ceilings on services that can be included in the charges.

The Township does not currently impost D.C.s on new development for water services and as such D.C.s have not been included as a source of capital financing in the financial plan.

## 4.3 Municipal Act

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Part XII of the *Municipal Act* provides municipalities with broad powers to impose fees and charges via passage of a by-law. These powers, as presented in s. 391 (1), include imposing fees or charges:

- "for services or activities provided or done by or on behalf of it;
- for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- for the use of its property including property under its control."

Restrictions are provided to ensure that the form of the charge is not akin to a poll tax. Any charges not paid under this authority may be added to the tax roll and collected in a like manner. The fees and charges imposed under this part are not appealable to the Ontario Municipal Board.

s. 391 (2) of the *Municipal Act* permits municipalities to impose charges to recover capital costs, by by-law, from owners or occupants of land who receive an immediate benefit or a benefit at some later point in time. For a by-law imposed under this section of the Act:



- A variety of different means could be used to establish the rate, and recovery of the costs could be imposed by a number of methods at the discretion of Council (i.e. lot size, frontage, number of benefiting properties, etc.);
- Rates could be imposed in respect to costs of major capital works, even though an immediate benefit is not enjoyed;
- Non-abutting owners could be charged;
- Recovery could be authorized against existing works, where new infrastructure was added to such works, "notwithstanding that the capital costs of existing works has in whole or in part been paid";
- Charges on individual parcels could be deferred;
- Exemptions could be established; and
- Ontario Municipal Board approval is not required.

Under the previous *Local Improvement Act*:

- A variety of different types of works could be undertaken, such as watermain, storm and sanitary sewer projects, supply of electrical light or power, bridge construction, sidewalks, road widening and paving;
- Council could pass a by-law for undertaking such work on petition of a majority of benefiting taxpayers, on a 2/3 vote of Council and on sanitary grounds, based on the recommendation of the Minister of Health. The by-law was required to go to the Ontario Municipal Board, which might hold hearings and alter the by-law, particularly if there were objections;
- The entire cost of a work was assessed only upon the lots abutting directly on the work, according to the extent of their respective frontages, using an equal special rate per metre of frontage; and
- As noted, this Act was repealed as of April 1, 2003; however, Ontario Reg. 119/03 was enacted on April 19, 2003 which restores many of the previous *Local Improvement Act* provisions; however, the authority is now provided under the *Municipal Act*.

## 4.4 Grant Funding Availability

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In August 2012, the Province of Ontario initiated the Municipal Infrastructure Investment Initiative. In supporting the efforts of communities to restore and revitalize their public infrastructure, this initiative provides one-time provincial funding to improve asset

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management planning in small municipalities and local service boards. In addition, funding will be made available for municipal infrastructure projects under this initiative. Any municipality or local service board seeking capital funding in the future must demonstrate how its proposed project fits within a detailed asset management plan. To assist in defining the components of an asset management plan, the Province produced a document entitled, “Building Together: Guide for Municipal Asset Management Plans.” This guide documents the components, information and analysis that are required to be included in a Township’s asset management plan under this initiative.

The Township does not anticipate receiving grant funding during the forecast period. To the extent that the Township is successful in achieving grant funding for future infrastructure needs and the financial impacts are material, the rate forecast may be revisited.

## **4.5 Existing Reserves/Reserve Funds**

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The Township has established a reserve for water capital costs. The established reserve fund has been used in the capital funding forecast for rate-based needs.

The year-end 2019 Water Reserve balance is \$9,566.

## **4.6 Debenture Financing**

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Although it is not a direct method of minimizing the overall cost to the ratepayer, debentures are used by municipalities to assist in cash flowing large capital expenditures.

The Ministry of Municipal Affairs regulates the level of debt incurred by Ontario municipalities, through its powers established under the *Municipal Act*. Ontario Reg. 403/02 provides the current rules respecting municipal debt and financial obligations. Through the rules established under these regulations, a Township’s debt capacity is capped at a level where no more than 25% of the Township’s own source revenue may be allotted for servicing the debt (i.e. annual debt charges).

The Township has an instalment bank loan which was secured in 2006 to pay for capital works in that year. The principal and interest costs of the bank loan have been identified in capital related expenses as a Part XII Repayment and have been offset by



operating revenue amounts noted as Municipal Act Capital Charge Recovery, discussed in section 5.2.

## 4.7 Recommended Approach

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It is recommended that the capital program be funded by water capital reserves and the issuance of external debt. Table 4-1 summarizes the recommended capital funding sources supporting the capital needs forecast, for consideration by the Township. Table 4-2 provides for the capital expenditure and funding program summary by year for water services. The capital funding plan is provided in inflated dollars.

Table 4-1  
Township of Amaranth  
2020-20230 Water Capital Funding Program (Inflated \$)

Capital Financing (Inflated)	2020-2030
Non-Growth Related Debenture Requirements	184,934
Water Reserve	104,566
<b>Total Capital Financing</b>	<b>289,500</b>

The capital financing plan anticipates the issuance of \$184,900 debt between 2020 and 2028. Based on the Township's 2018 Financial Information Return, the Township is currently utilizing 2.4% of their legislated debt servicing capacity (i.e. 0.6% of net own source revenues) for outstanding municipal debt payments (rate and non-rate based). With forecast growth in own source revenues based on the rate forecast presented herein, the anticipated debt for the water system would marginally increase the Township's debt capacity utilization from 0.6% of own source revenues to 0.8% by 2030. As such, the forecast issuance of debt would not materially impact the Township's indebtedness with regard to the legislated limit of 25% of own source revenues and would preserve debt funding capacity for other municipal services.

Based on the capital funding plans identified in Table 4-1 and the 2020 estimated water reserve balance in Section 4.5, the water reserve continuity schedules are presented in Table 4-3. By 2030, water reserves are anticipated to decrease from \$9,600 to less than \$200 at the end of 2030. The reserve position is reflective of the utilization of debt and phasing out and repayment of tax based support for the water system.



**Table 4-2**  
**Water Service**  
**Capital Budget Forecast – Inflated \$**

Description	Budget 2020	Total	Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Capital Expenditures</b>												
Well One - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well One - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well One - Transmission main repairs	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Well Two - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Two - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well Two - Transmission main repairs	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Three - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Three - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well Three - Transmission main repairs	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Pumphouse Raw - Replace pressure gauges	-	2,000	2,000	-	-	-	-	-	-	-	-	-
Water Piping - Service pressure relief valve	5,000	-	-	-	-	-	-	-	-	-	-	-
Water Piping - Replace raw water meters	-	11,000	-	-	-	11,000	-	-	-	-	-	-
Pumphouse Treatment Equipment - Chemical metering pumps	-	15,000	15,000	-	-	-	-	-	-	-	-	-
Pumphouse Treatment Equipment - Centreline Injectors	500	9,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-
Treated Water Process - Replace pressure gauges	-	2,000	-	-	-	-	-	-	-	2,000	-	-
Treated Water Process - Service flow control valves	-	6,000	-	-	-	-	-	-	-	6,000	-	-
Treated Water Process - Service pressure relief valve	-	6,000	-	-	-	-	-	-	-	6,000	-	-
Treated Water Process - Rebuild high lift pumps	5,000	11,000	-	-	-	11,000	-	-	-	-	-	-
Treated Water Process - Service emergency pump	-	6,000	-	-	-	3,000	-	-	-	3,000	-	-
Treated Water Process - Replace treated water meters	-	5,000	-	-	-	-	-	-	-	-	5,000	-
Instrumentation and SCADA - Replace free chlorine analyzer	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace laptop	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace datalogger	-	6,000	-	-	-	3,000	3,000	-	-	-	-	-
Building Services - Electrical	-	12,000	3,000	-	-	3,000	-	3,000	-	3,000	-	-
Building Services - Heating	500	9,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-
Building Services - Lighting	500	5,000	-	1,000	-	1,000	1,000	-	1,000	-	1,000	-
Building Services - Generator Service	1,000	5,000	-	1,000	-	1,000	1,000	-	1,000	-	1,000	-
Treated Water Distribution - Distribution mains leak repairs	-	12,000	-	5,000	-	6,000	-	-	1,000	-	-	-
Treated Water Distribution - Valve repair	-	4,000	-	-	-	2,000	-	-	2,000	-	-	-
Treated Water Distribution - Hydrant repair	-	12,000	-	3,000	-	6,000	-	-	-	3,000	-	-
Treated Water Distribution - Service repairs	-	9,000	-	2,000	-	3,000	2,000	-	-	2,000	-	-
Provision	-	24,000	-	-	-	-	-	-	-	-	-	24,000
<b>Studies:</b>												
Rate Studies and Financial Plan	-	49,000	-	-	-	-	23,000	-	-	-	-	26,000
<b>Total Capital Expenditures</b>	<b>12,500</b>	<b>277,000</b>	<b>22,000</b>	<b>14,000</b>	<b>2,000</b>	<b>93,000</b>	<b>32,000</b>	<b>5,000</b>	<b>7,000</b>	<b>43,000</b>	<b>9,000</b>	<b>50,000</b>
<b>Capital Financing</b>												
Provincial/Federal Grants	-	-	-	-	-	-	-	-	-	-	-	-
Developer Contributions	-	-	-	-	-	-	-	-	-	-	-	-
Non-Growth Related Debenture Requirements	2,934	182,000	22,000	14,000	2,000	93,000	32,000	5,000	7,000	7,000	-	-
Water Reserve	9,566	95,000	-	-	-	-	-	-	-	36,000	9,000	50,000
<b>Total Capital Financing</b>	<b>12,500</b>	<b>277,000</b>	<b>22,000</b>	<b>14,000</b>	<b>2,000</b>	<b>93,000</b>	<b>32,000</b>	<b>5,000</b>	<b>7,000</b>	<b>43,000</b>	<b>9,000</b>	<b>50,000</b>



Table 4-3  
Water Service  
Water Reserve Continuity - Inflated \$

Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Opening Balance	9,566	-	-	-	-	-	-	-	-	-	-
Transfer from Operating		-	-	-	-	-	-	-	36,000	9,000	50,181
Transfer to Capital	9,566								36,000	9,000	50,000
Transfer to Operating			-	-	-	-	-	-	-	-	-
<b>Closing Balance</b>	-	-	-	-	-	-	-	-	-	-	<b>181</b>
Interest	-	-	-	-	-	-	-	-	-	-	<b>2</b>



# Chapter 5

## Operating Expenditure Forecast



## 5. Operating Expenditure Forecast

### 5.1 Operating Expenditures

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The forecasted operating budget figures for water services are based on the Township's 2019 operating budget. The expenditures for each component of the operating budget have been reviewed with staff to establish any revisions and inflationary adjustments. General operating costs are expected to increase by 50% over the forecast period from \$99,400 in 2020 to \$149,400 in 2030. The increase in operating costs is related to inflationary adjustments to the current operating budget as well as incremental operating costs associated with the operation of the new in-ground reservoir. The in-ground reservoir operating costs have been phased-in based on the pace of the anticipated development to \$28,500 by 2030.

Capital-related annual expenditures in the forecast include annual debt repayments, contributions to reserve to support the capital forecast and other future needs, and the repayment of tax based support in prior years. While operating aspects identified above generally increase with inflation over the period (i.e. 2% annually), the capital-related aspects tend to increase more specifically with the increase in capital funding requirements. Annual transfers to reserves for future lifecycle replacement of water assets are forecast to increase from \$0 currently to \$89,600 by 2030 moving the Township towards a sustainable lifecycle funding position.

Included within the forecast operating expenditures are transfers to general reserves of \$110,600 over the 2026-2030 period. These transfers are required to repay the estimated tax based funding support that was required over the 2016-2025 period.

As a result of the operating, inflationary, and capital-related expenditure increases, the water operating expenditures are anticipated to increase over the forecast period. Gross operating expenditures for water services are anticipated to increase from \$105,400 in 2020 to \$239,000 by 2030.

### 5.2 Operating Revenues

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The Township has a Municipal Act capital charge recovery which was initiated in 2007 to recover the capital costs associated with specific capital works in 2006. These

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operating revenues have been forecast over the period in accordance with payment recovery schedules and are offset by the cost of debt payments discussed in section 4.6. At the time the capital charge was imposed, customers had the option of paying their capital charge over 10 or 20-years. The remaining capital charge recovery payments are for customers who opted for the twenty-year repayment option. These customers payments will continue until 2026. The annual operating revenues for water services, representing the capital charge recovery amounts, are forecast at \$6,000 for the 2020 to 2026 period.

The Township's current annual water billing revenues of \$78,900 are insufficient to fund current annual operating costs of \$99,400. As such, transfers from water reserves and non-rate based reserves (i.e. general taxation) have been relied upon to fund the water system operations. Additional transfers from general reserves of \$20,500 are required in 2020. The tax based funding has been phased-out over the forecast period, allowing for the water billing revenue to fully fund annual operating costs (including annual debt payments related to the issuance of new debt over the forecast period) by 2026. This approach of phasing-out the tax based support over the forecast period has been preferred by Council to mitigate significant rate increases in the near term.

Water billing revenues are forecast to increase from \$78,900 to \$239,000 over the forecast period based on the anticipated development summarized in Chapter 2 and the proposed increases to the water rates, which are discussed further in Chapter 6.

Table 5-1 provides the water operating budget forecasts which is presented in inflated dollars.



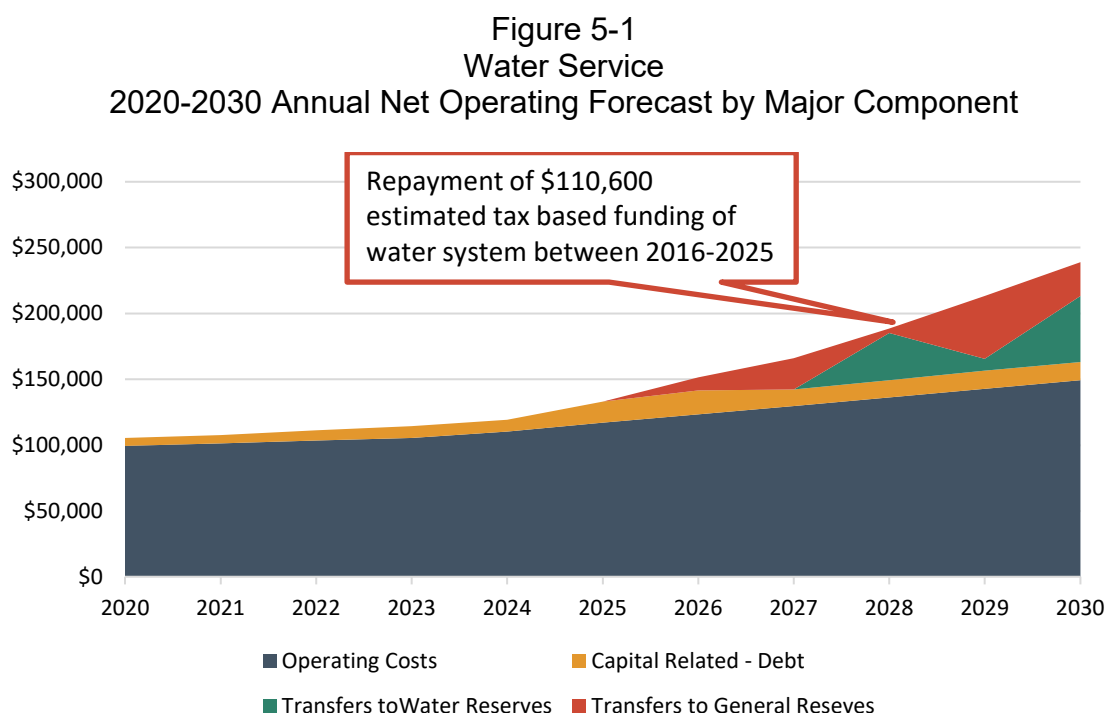
**Table 5-1**  
**Water Services**  
**Operating Budget Forecast – Inflated \$**

Description	Budget 2020		Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Expenditures</b>												
<u>Operating Costs</u>			-	-	-	-	-	-	-	-	-	-
Bell Canada	1,900		1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900
Hydro	12,800		13,100	13,400	13,700	14,000	14,300	14,600	14,900	15,200	15,500	15,800
General <sup>1</sup>	84,700		86,400	88,100	89,900	91,700	93,500	95,400	97,300	99,200	101,200	103,200
Growth Related Operating Costs			-	-	-	2,677	7,394	11,374	15,506	19,792	24,254	28,499
<b>Sub Total Operating</b>	<b>99,400</b>		<b>101,400</b>	<b>103,400</b>	<b>105,500</b>	<b>110,277</b>	<b>117,094</b>	<b>123,274</b>	<b>129,606</b>	<b>136,092</b>	<b>142,854</b>	<b>149,399</b>
<u>Capital-Related</u>												
Existing Debt (Principal) - Part XII Repayment	3,620		3,892	4,183	4,497	4,834	5,197	5,872				
Existing Debt (Interest) - Part XII Repayment	2,407		2,135	1,844	1,530	1,193	830	155				
New Non-Growth Related Debt (Principal)			99	841	1,345	1,466	4,648	5,908	6,313	6,800	7,307	7,599
New Non-Growth Related Debt (Interest)			117	993	1,520	1,546	5,207	6,301	6,265	6,293	6,301	6,008
Transfer to General Reserves	-		-	-	-	-	-	9,962	23,786	3,308	47,720	25,785
Transfer to Capital Reserve										36,000	9,000	50,181
<b>Sub Total Capital Related</b>	<b>6,027</b>		<b>6,243</b>	<b>7,862</b>	<b>8,892</b>	<b>9,039</b>	<b>15,882</b>	<b>28,198</b>	<b>36,363</b>	<b>52,400</b>	<b>70,328</b>	<b>89,574</b>
<b>Total Expenditures</b>	<b>105,427</b>		<b>107,643</b>	<b>111,262</b>	<b>114,392</b>	<b>119,316</b>	<b>132,976</b>	<b>151,472</b>	<b>165,970</b>	<b>188,492</b>	<b>213,181</b>	<b>238,974</b>
<b>Revenues</b>												
Base Charge	78,880		83,810	89,048	94,614	107,460	126,761	145,445	165,970	188,492	213,181	238,974
Part XII Capital Charge Recovery	6,027		6,027	6,027	6,027	6,027	6,027	6,027	-	-	-	-
Contributions from General Reserves	20,520		17,806	16,186	13,751	5,829	188	-	-	-	-	-
Contributions from Reserves / Reserve Funds	-		-	-	-	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>105,427</b>		<b>107,643</b>	<b>111,262</b>	<b>114,392</b>	<b>119,316</b>	<b>132,976</b>	<b>151,472</b>	<b>165,970</b>	<b>188,492</b>	<b>213,181</b>	<b>238,974</b>
<b>Water Billing Recovery - Operating</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<sup>1</sup> Includes the operating contract, NSF Audits, Meter Calibrations, and emergency contingency



Figure 5-1 illustrates the annual net operating budget increase for water service over the forecast period by component, illustrating the increase in annual revenues for increased capital funding purposes (transfers to reserves, debt, and repayment of tax based funding support).



As noted previously, should customer growth not occur as presented in Chapter 2, budgetary shortfalls will occur from the decrease in annual water rate revenue and the potential addition of costs related to process piping improvements (\$250,000). As such, further rate increases and/or continued/increased tax-based funding support will be required to offset the loss in revenue and support the anticipated funding needs of the system.



# Chapter 6

## Forecast Water Rates



## 6. Forecast Water Rates

### 6.1 Introduction

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To summarize the analysis undertaken thus far, Chapter 3 reviewed capital-related investment for all customers within the water system and responds to the lifecycle needs of the Township. Chapter 4 provided a review of capital financing options of which external debt will be the predominant basis for financing future capital needs. Chapter 5 established the 10-year operating forecast of expenditures for the Township's water system. The following calculations will be based on the annual water billing revenue provided in Chapter 5.

### 6.2 Water Rates

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In maintaining the Township's current rate structure, the billing revenue requirement is divided by the number of customers to calculate a monthly flat rate fee to be paid by each water customer. The resultant rate forecast for water services are presented in Tables 6-1 for 10-year and 20-year capital charge customers. As was noted in Chapter 5, the capital recovery charge of \$287 per year will be retired for all 20-year capital charge customers in 2026. In addition, new customers are expected to join the water system starting in 2024 through the remainder of the forecast period.

The annual flat rate is forecast to increase by 6.3% annually, beginning in 2021. The annual bill for 10-year capital charge customers will increase from \$680 to \$722 in 2021 (+\$42), further increasing to \$1,247 by 2030. The total annual bill for 20-year capital charge customers will increase from \$967 (including the \$287 capital charge) to \$1,009 in 2021 before peaking at \$1,265 by 2026. The total annual bill for 20-year capital charge customers will then decrease to \$1,039 in 2027 with 6.3% annual increases thereafter.

The detailed financial forecast and rate calculations for water services are provided in Appendix A to this report.



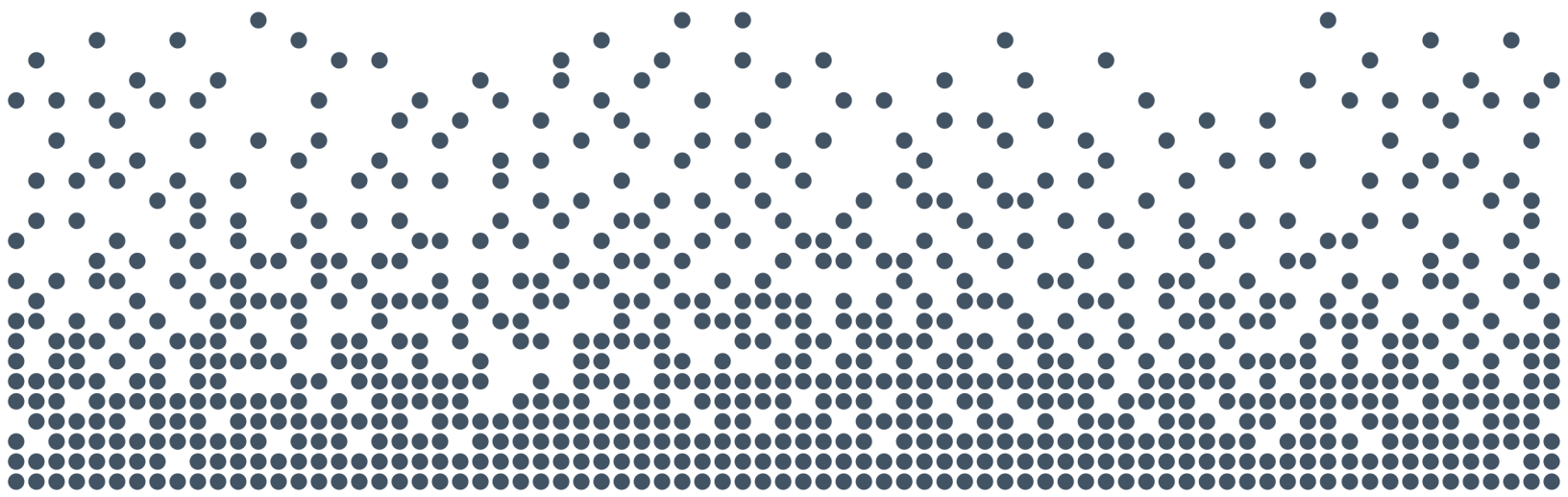
Table 6-1  
Township of Amaranth  
Water Rate Forecast – Inflated

Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Water Rates</b>											
<b>10-Year Replacement</b>											
Capital Charge - 10-year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Flat Rate	\$680.00	\$722.50	\$767.66	\$815.64	\$866.62	\$920.78	\$978.33	\$1,039.48	\$1,104.45	\$1,173.48	\$1,246.82
<b>Total Annual Bill</b>	<b>\$680.00</b>	<b>\$722.50</b>	<b>\$767.66</b>	<b>\$815.64</b>	<b>\$866.62</b>	<b>\$920.78</b>	<b>\$978.33</b>	<b>\$1,039.48</b>	<b>\$1,104.45</b>	<b>\$1,173.48</b>	<b>\$1,246.82</b>
% Increase - Annual Bill		6.3%	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%
\$ Increase - Annual Bill		\$42.50	\$45.16	\$47.98	\$50.98	\$54.16	\$57.55	\$61.15	\$64.97	\$69.03	\$73.34
<b>20-Year Replacement</b>											
Capital Charge - 20-year	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Flat Rate	\$680.00	\$722.50	\$767.66	\$815.64	\$866.62	\$920.78	\$978.33	\$1,039.48	\$1,104.45	\$1,173.48	\$1,246.82
<b>Total Annual Bill</b>	<b>\$967.00</b>	<b>\$1,009.50</b>	<b>\$1,054.66</b>	<b>\$1,102.64</b>	<b>\$1,153.62</b>	<b>\$1,207.78</b>	<b>\$1,265.33</b>	<b>\$1,039.48</b>	<b>\$1,104.45</b>	<b>\$1,173.48</b>	<b>\$1,246.82</b>
% Increase - Annual Bill		4.4%	4.5%	4.5%	4.6%	4.7%	4.8%	-17.8%	6.3%	6.3%	6.3%
\$ Increase - Annual Bill		\$42.50	\$45.16	\$47.98	\$50.98	\$54.16	\$57.55	-\$225.85	\$64.97	\$69.03	\$73.34

## 6.3 Recommendations

Based upon the above analysis, the following recommendations are put forth for Council's consideration:

1. That Council approve the Water Rate Study and provide for the recovery of all water costs through full cost recovery rates;
2. That Council approve the 2020 water rates as shown in Chapter 6;
3. That Council direct staff to consider the results of the Rate Study in future amendments to the Town's asset management plan; and
4. That Council consider transitioning current water reserve to reserve funds.



# Appendices



# Appendix A

## Water Services



**Table 1**  
**Township of Amaranth**  
**Water Service**  
**Capital Budget Forecast**  
 Inflated \$

Description	Budget 2020	Total	Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Capital Expenditures</b>												
Well One - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well One - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well One - Transmission main repairs	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Well Two - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Two - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well Two - Transmission main repairs	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Three - Camera inspection of well casing	-	4,000	-	-	-	-	-	-	-	4,000	-	-
Well Three - Submersible pump replacement	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Well Three - Transmission main repairs	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Pumphouse Raw - Replace pressure gauges	-	2,000	2,000	-	-	-	2,000	-	-	-	-	-
Water Piping - Service pressure relief valve	5,000	-	-	-	-	-	-	-	-	-	-	-
Water Piping - Replace raw water meters	-	11,000	-	-	-	11,000	-	-	-	-	-	-
Pumphouse Treatment Equipment - Chemical metering pumps	-	15,000	15,000	-	-	-	-	-	-	-	-	-
Pumphouse Treatment Equipment - Centrelne Injectors	500	9,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-
Treated Water Process - Replace pressure gauges	-	2,000	-	-	-	-	-	-	-	2,000	-	-
Treated Water Process - Service flow control valves	-	6,000	-	-	-	-	-	-	-	6,000	-	-
Treated Water Process - Service pressure relief valve	-	6,000	-	-	-	-	-	-	-	6,000	-	-
Treated Water Process - Rebuild high lift pumps	5,000	11,000	-	-	-	11,000	-	-	-	-	-	-
Treated Water Process - Service emergency pump	-	6,000	-	-	-	3,000	-	-	-	3,000	-	-
Treated Water Process - Replace treated w ater meters	-	5,000	-	-	-	-	-	-	-	-	5,000	-
Instrumentation and SCADA - Replace free chlorine analyzer	-	8,000	-	-	-	8,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace laptop	-	3,000	-	-	-	3,000	-	-	-	-	-	-
Instrumentation and SCADA - Replace datalogger	-	6,000	-	-	-	3,000	3,000	-	-	-	-	-
Building Services - Electrical	-	12,000	3,000	-	-	3,000	-	3,000	-	3,000	-	-
Building Services - Heating	500	9,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-
Building Services - Lighting	500	5,000	-	1,000	-	1,000	1,000	-	1,000	-	1,000	-
Building Services - Generator Service	1,000	5,000	-	1,000	-	1,000	1,000	-	1,000	-	1,000	-
Treated Water Distribution - Distribution mains leak repairs	-	12,000	-	5,000	-	6,000	-	-	1,000	-	-	-
Treated Water Distribution - Valve repair	-	4,000	-	-	-	2,000	-	-	2,000	-	-	-
Treated Water Distribution - Hydrant repair	-	12,000	-	3,000	-	6,000	-	-	-	3,000	-	-
Treated Water Distribution - Service repairs	-	9,000	-	2,000	-	3,000	2,000	-	-	2,000	-	-
Provision	-	24,000	-	-	-	-	-	-	-	-	-	24,000
<b>Studies:</b>												
Rate Studies and Financial Plan	-	49,000	-	-	-	-	23,000	-	-	-	-	26,000
<b>Total Capital Expenditures</b>	<b>12,500</b>	<b>277,000</b>	<b>22,000</b>	<b>14,000</b>	<b>2,000</b>	<b>93,000</b>	<b>32,000</b>	<b>5,000</b>	<b>7,000</b>	<b>43,000</b>	<b>9,000</b>	<b>50,000</b>
<b>Capital Financing</b>												
Provincial/Federal Grants	-	-	-	-	-	-	-	-	-	-	-	-
Developer Contributions	-	-	-	-	-	-	-	-	-	-	-	-
Non-Growth Related Debenture Requirements	2,934	182,000	22,000	14,000	2,000	93,000	32,000	5,000	7,000	7,000	-	-
Water Reserve	9,566	95,000	-	-	-	-	-	-	-	36,000	9,000	50,000
<b>Total Capital Financing</b>	<b>12,500</b>	<b>277,000</b>	<b>22,000</b>	<b>14,000</b>	<b>2,000</b>	<b>93,000</b>	<b>32,000</b>	<b>5,000</b>	<b>7,000</b>	<b>43,000</b>	<b>9,000</b>	<b>50,000</b>



**Table 2**  
**Township of Amaranth**  
**Water Service**  
**Schedule of Non-Growth Related Debenture Repayments**  
 Inflated \$

Debenture Year	2020	Principal (Inflated)	Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2020		2,934	216	216	216	216	216	216	216	216	216	216
2021		22,000		1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619
2022		14,000			1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030
2023		2,000				147	147	147	147	147	147	147
2024		93,000					6,843	6,843	6,843	6,843	6,843	6,843
2025		32,000						2,355	2,355	2,355	2,355	2,355
2026		5,000							368	368	368	368
2027		7,000								515	515	515
2028		7,000									515	515
2029		-										-
2030		-										
<b>Total Annual Debt Charges</b>	-	<b>184,934</b>	216	1,835	2,865	3,012	9,855	12,210	12,578	13,093	13,608	13,608

**Table 3**  
**Township of Amaranth**  
**Water Service**  
**Water Reserves/ Reserve Funds Continuity**  
 Inflated \$

Description	2020		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Opening Balance	9,566		-	-	-	-	-	-	-	-	-	-
Transfer from Operating			-	-	-	-	-	-	-	36,000	9,000	50,181
Transfer to Capital	9,566									36,000	9,000	50,000
Transfer to Operating				-	-	-	-	-	-	-	-	-
<b>Closing Balance</b>	-		-	-	-	-	-	-	-	-	-	<b>181</b>
Interest	-		-	-	-	-	-	-	-	-	-	2



**Table 4**  
**Township of Amaranth**  
**Water Services**  
**Operating Budget Forecast**  
 Inflated \$

Description	Budget 2020		Forecast									
			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Expenditures</b>												
<u>Operating Costs</u>			-	-	-	-	-	-	-	-	-	-
Bell Canada	1,900		1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900
Hydro	12,800		13,100	13,400	13,700	14,000	14,300	14,600	14,900	15,200	15,500	15,800
General <sup>1</sup>	84,700		86,400	88,100	89,900	91,700	93,500	95,400	97,300	99,200	101,200	103,200
Growth Related Operating Costs			-	-	-	2,677	7,394	11,374	15,506	19,792	24,254	28,499
<b>Sub Total Operating</b>	<b>99,400</b>		<b>101,400</b>	<b>103,400</b>	<b>105,500</b>	<b>110,277</b>	<b>117,094</b>	<b>123,274</b>	<b>129,606</b>	<b>136,092</b>	<b>142,854</b>	<b>149,399</b>
<u>Capital-Related</u>												
Existing Debt (Principal) - Part XII Repayment	3,620		3,892	4,183	4,497	4,834	5,197	5,872				
Existing Debt (Interest) - Part XII Repayment	2,407		2,135	1,844	1,530	1,193	830	155				
New Non-Growth Related Debt (Principal)			99	841	1,345	1,466	4,648	5,908	6,313	6,800	7,307	7,599
New Non-Growth Related Debt (Interest)			117	993	1,520	1,546	5,207	6,301	6,265	6,293	6,301	6,008
Transfer to General Reserves	-		-	-	-	-	-	9,962	23,786	3,308	47,720	25,785
Transfer to Capital Reserve										36,000	9,000	50,181
<b>Sub Total Capital Related</b>	<b>6,027</b>		<b>6,243</b>	<b>7,862</b>	<b>8,892</b>	<b>9,039</b>	<b>15,882</b>	<b>28,198</b>	<b>36,363</b>	<b>52,400</b>	<b>70,328</b>	<b>89,574</b>
<b>Total Expenditures</b>	<b>105,427</b>		<b>107,643</b>	<b>111,262</b>	<b>114,392</b>	<b>119,316</b>	<b>132,976</b>	<b>151,472</b>	<b>165,970</b>	<b>188,492</b>	<b>213,181</b>	<b>238,974</b>
<b>Revenues</b>												
Base Charge	78,880		83,810	89,048	94,614	107,460	126,761	145,445	165,970	188,492	213,181	238,974
Part XII Capital Charge Recovery	6,027		6,027	6,027	6,027	6,027	6,027	6,027	-	-	-	-
Contributions from General Reserves	20,520		17,806	16,186	13,751	5,829	188	-	-	-	-	-
Contributions from Reserves / Reserve Funds	-		-	-	-	-	-	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>105,427</b>		<b>107,643</b>	<b>111,262</b>	<b>114,392</b>	<b>119,316</b>	<b>132,976</b>	<b>151,472</b>	<b>165,970</b>	<b>188,492</b>	<b>213,181</b>	<b>238,974</b>
<b>Water Billing Recovery - Operating</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<sup>1</sup> Includes the operating contract, NSF Audits, Meter Calibrations, and emergency contingency



## MEMO TO COUNCIL 2020-13

**TO:** Mayor Currie and Members of Council  
**FROM:** Nicole Martin, Acting CAO/Clerk  
**DATE:** September 2, 2020  
**SUBJECT:** Ice River Springs

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### Recommendation

That Council accept the Acting CAO/Clerk memo 2020-13 as an update.

### Background

Further to the August 12, 2020 Council meeting wherein Council made the following resolution in part:

“...request an annual payment from Ice River Springs for the water pipeline starting with a base rate for 2021 of \$25,000.00 to be adjusted annually by the budgetary change percentage for the Township...”

Ice River Springs is not accepting of this increase and Council is asked to consider an increase more consistent with the Consumer Price Index or Cost of Living Allowance.

### Summary

Parties are anxious to build the pipeline this year and cooperation from the Township is requested. Council is asked to direct staff accordingly.

Respectfully Submitted,

*Nicole Martin*

Nicole Martin, Acting CAO/Clerk



## MEMO TO COUNCIL 2020-14

**TO:** Mayor Currie and Members of Council  
**FROM:** Nicole Martin, Acting CAO/Clerk  
**DATE:** September 2, 2020  
**SUBJECT:** Edelbrock Drainage Works Repair Update

---

### Recommendation

That Council accept the Acting CAO/Clerk Memo 2020-14 as an update.

### Background

Council received Report 2020-015 at the August 12, 2020 Council meeting and had a few questions. Namely if there is a warranty to the work completed.

R.J. Burnside has responded in part with the following:

There is no warranty for the work.

- No warranty is ever requested for the construction of open municipal drains. Contractors would never bid a ditch project if they had to guarantee that all banks and side slopes remained intact after the completion of the work.
- The drain relocation was very well constructed by an experienced contractor and the need for the repair is not a result of the contractor's workmanship.

Further Council asked if the repair costs be assessed to the ratepayer who requested the drain relocation?

Burnside further responded that they are of the opinion that this is not justified for the following reasons:

- Before the drain was relocated last year, it was apparent that the upper section of the drain required significant maintenance work. As a result of the drain relocation, upstream owners received a value in the form of a cleaned out drain that they didn't pay towards because the owner agreed to pay for the full cost of the relocation.

- There have been land use changes in the upper watershed that have resulted in an increase in the volume and speed of surface runoff. This increased volume and speed of water during a major storm event this spring was a significant reason why the bank erosion and slumping occurred.
- The owner who requested the relocation of the drain no longer owns the property; the Drainage Act provides no authority to assess individuals who are not property owners in the watershed of the drain.
- The report for the “Edelbrock Drainage Works – Eastern Section Relocation, 2019” that was adopted by By-law 49-2019 specifically states that any maintenance or repair work should be levied to the upstream watershed.

## Summary

- Levy remaining costs to the upstream property owners and roads

Respectfully Submitted,

*Nicole Martin*

Nicole Martin, Acting CAO/Clerk



## **MEMO TO COUNCIL 2020-15**

**TO:** Mayor Currie and Members of Council  
**FROM:** Nicole Martin, Acting CAO/Clerk  
**DATE:** September 2, 2020  
**SUBJECT:** No. 48 Drainage Works “A” Repair Update

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### **Recommendation**

That Council accept the Acting CAO/Clerk Memo 2020-15 as an update.

### **Background**

Council received Report 2020-015 at the August 12, 2020 Council meeting and had a few questions. Namely Council requested Gerd Udestadt to provide additional information in this regard.

Mr. Udestadt responded in part as follows:

Nelson is the owner that initiated the maintenance request and no they did not cause any fill into the drain. In fact the drain is more filled-in downstream of 30th Side Road than upstream at Highway No. 89. For the 23 year time-frame since the last maintenance, the drain has held up reasonably well.

Trust that answers the questions Council had. .... Gerd

### **Summary**

Pursuant to the recommendation contained within the July 30, 2020 report from R.J. Burnside Hanna & Hamilton Construction be retained on an hourly basis to complete the work at an estimated cost of \$8,500.00 and that all the affected owners be advised of the work to be completed.

Respectfully Submitted,

*Nicole Martin*

Nicole Martin, Acting CAO/Clerk



**BURNSIDE**

[ THE DIFFERENCE IS OUR PEOPLE ]

July 30, 2020

Ms. Nicole Martin, A.M.C.T.  
CAO/Clerk  
Township of Amaranth  
374028 6<sup>th</sup> Line  
Amaranth, ON L9W 0M6

Re: **No. 48 Drainage Works, "A" Drain  
Maintenance and Repair, 2020  
File No.: D-AM-SUP**

Dear Ms. Martin,

A request was received from Nelson Leite, owner of E. Pt. Lot 32 Con. 5, for a cleanout of the above drain. We have done our field investigation and report as follows.

The No. 48 "A" Drain was last repaired and improved pursuant to an Engineer's report of 1997. As far as we are aware, other than numerous beaver and dam problems, not much has been done on the drain since that time. Our field investigation now shows the Drain has silted in by up to 350mm in depth and in places has some willow and brush growth in the bottom. This needs to be removed so as not to block the free flow of water. The balance of the drain is still in good condition and no work is required or requested.

We recommend the open drain, from the junction with the "B" Drain upstream to Highway No. 89, be cleaned out to obtain the governing grade and depth. We have taken the liberty of notifying the Department of Fisheries and Oceans as required and the Conservation Authority of the recommended maintenance work. An authorization to proceed with the work has been received from the Department of Fisheries and Oceans.

The cost of the work is estimated at \$8,500.00. This cost will be assessable to the drainage area pursuant to Section 74 of the Drainage Act. If Council concurs, then please forward a copy of the enclosed form letter and plan to the affected owners. We recommend that Hanna & Hamilton Construction be retained on an hourly basis to complete the work. They completed the last cleanout and as such are familiar with the drain and the required work.

Yours truly,

**R. J. Burnside & Associates Limited**  
Drainage Superintendent

Gerd Uderstadt, C.S.T.  
Encl.

Date: JULY 2020

**Drain Maintenance:** No. 48 DRAINAGE WORKS, "A" DRAIN

Dear Sir or Madam:

In accordance with Section 74 of the Drainage Act, a Municipality is required to maintain and repair the Municipal Drains located within its boundaries, at the expense of all upstream lands and roads assessed in the proportion determined by the then current By-law pertaining to such drainage works.

The Township of Amaranth, by By-law, under Section 93, has appointed a Drainage Superintendent for the purpose of such a program.

In determining maintenance and repair work, the following factors are considered by Council:

- (i) Results of inspections by the Drainage Superintendent,
- (ii) Complaints and concerns of property owners.

The above noted Drain has been scheduled for maintenance and your property or a portion thereof, if part of the watershed area, will be affected.

There will be no report and Section 74 does not authorize allowances to owners for damages to lands and crops, land loss, loss of access, etc. Material will in general be excavated from the bottom only, but owners with tile drains are requested to clearly mark the outlets. It shall be the owner's responsibility if damage occurs to unmarked outlets.

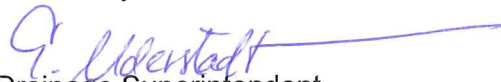
The proposal is to cleanout the open drain, from the junction with the "B" Drain at Lot E ½ 29 upstream to Highway No. 89, to obtain the governing grade and depth. (See enclosed plan.)

The work has been scheduled to be completed later this summer, after the crop harvest.

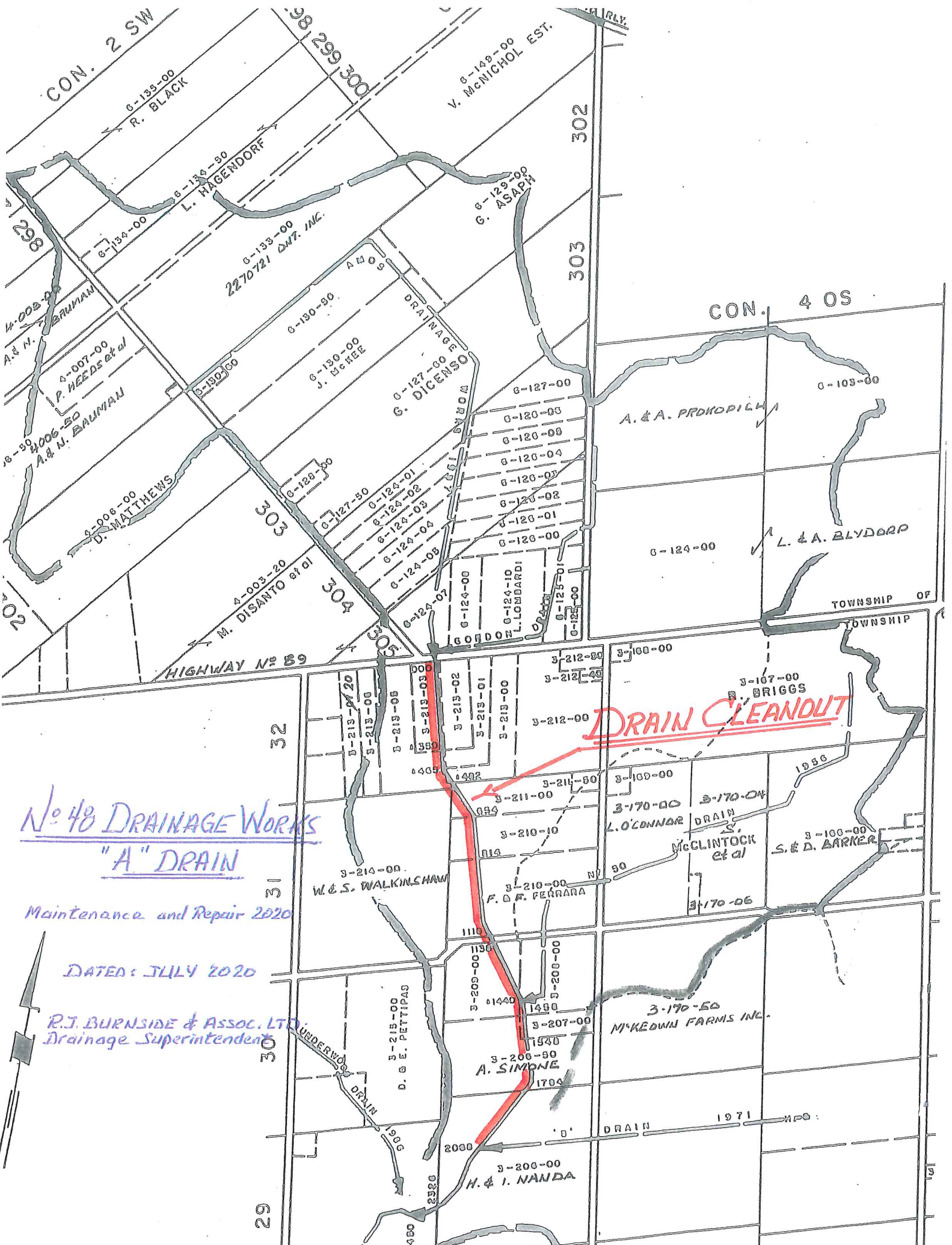
The total cost of all the work is estimated at \$8,500.00. Lands currently eligible for the Farm Property Class Tax Rate, may be subject to a provincial grant of 1/3 off their assessed amount. After completion of the work, this grant, where eligible, will be applied for by the Municipality.

Please contact Mr. Gerd Uderstadt at 519-938-3024 for any concerns or questions.

Yours truly,



Drainage Superintendent  
Gerd Uderstadt, C.S.T.



No 48 DRAINAGE WORKS  
"A" DRAIN

Maintenance and Repair 2020

DATED: JULY 2020

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



## Flag Protocol and Proclamation Policy

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### Objective

Proclamations provide a means for Council to promote public awareness campaigns, charitable fundraising campaigns, arts and cultural celebrations of significance to the Township of Amaranth. Proclamations may also acknowledge special honours for individuals and organizations of the Township of Amaranth in recognition of a special achievement. Accordingly, it is important that Council's endorsement of proclamations is based on a framework that ensures all requests are dealt with consistently.

### Purpose

The purpose of this policy is to establish the framework for Council's endorsement of proclamations.

### Scope

This policy applies to all requests for proclamations received by the Township of Amaranth.

### Definitions

"CAO/Clerk" shall mean the individual appointed as the CAO/Clerk of the Township of ~~Amaranth~~ Amaranth;

"Council" shall mean the Council of the Corporation of the Township of Amaranth comprised of the Mayor, Deputy Mayor and Councillors;

"Flag Raising" for purposed of this policy, shall mean the raising of a flag in conjunction with a proclamation that has been ~~endorses~~ endorsed by Council;

"Proclamation" shall mean a public or official announcement, particularly one dealing with a matter of great importance that may be endorsed by Council of the Township of Amaranth and may be recognized on a particular day, week or month;

"Regular Council Meeting" shall mean a scheduled meeting held at a regular

interval in accordance with the approved calendar or schedule of meetings and the Townships Procedural By-Law.

### Flags Flown on a Continual Basis

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The Township of Amaranth flies the following flags on a continual basis on dedicated flag poles:

- a) Canadian Flag
- b) Provincial Flag
- c) Township Flag
- d) Indigenous Peoples Flag

**Commented [CG1]:** Please check the official wording. Not sure if it is Indigenous Peoples, First Nations etc.

No other flags will be flown on the dedicated flagpoles. Approved requests to fly additional flags will be on an additional flagpole reserved for approved Proclamations with Flag Raising.

If any or all of the above mentioned flags are flown at half mast, notice for the reason will be posted on the "News and Public Notices" section of the Township website.

**Commented [CG2]:** I believe this was a comment that Mark made.

### **Proclamation Criteria**

Proclamations that are of significance to the Township of Amaranth may be endorsed by Council for the following:

- a) Civic Promotions;
- b) Public awareness campaigns;
- c) Charitable fundraising campaigns;
- d) Arts and cultural celebrations; or
- e) Special honours for individuals and organizations for special achievements.

Only proclamations that involve participation by the Township of Amaranth or its residents will be considered for endorsement. Requests must meet at least one of the following criteria to be considered:

**Formatted:** Underline

- a) The requesting body is a registered charity or not for profit organization, including arts, athletic and cultural celebrations to help increase public awareness of their programs and activities.
- b) The request can demonstrate that the cause is of benefit to and/or supports the residents of the Township of Amaranth and/or related to an important event taking place in the Township or County of Dufferin.
- c) The proclamation promotes the initiatives or interests of at least one of the Township, County, Provincial and Federal levels of Government.

**Commented [CG3]:** The wording as is would indicate that the proclamation would have to be of benefit to four levels of government,

Proclamations will not be endorsed by Council of the Township of Amaranth for the following:

- ~~a) Matters of political controversy;~~
- ~~b)a)~~ Religious organizations or ideological or religious beliefs that contain commercial or political overtones or individual opinions;
- ~~e)b)~~ Individual convictions or a request related to a cause which is discriminatory;
- ~~e)c)~~ Organizations or events with no direct relationship to the Township of Amaranth and/or do not involve participation or benefit by the Township of Amaranth or its residents;
- ~~e)d)~~ Celebrations, campaigns or events contrary to Township policies or by-laws;
- ~~f)e)~~ Celebrations, campaigns or events intended for profit-making purposes; or
- ~~f)~~ Matters attempting to influence government policy.
- g) Requests not submitted to the Township of Amaranth on a fully completed Proclamation Request Form a minimum of one (1) month prior to the occasion.

### Submitting a Proclamation Request

All organizations or persons submitting a request for a proclamation must complete a Proclamation Request Form attached as Appendix A to this policy. Proclamation Request Forms shall be submitted to the attention of the CAO/Clerk.

The following limitations related to proclamation requests are noted for those submitting a request:

- a) An organization may only request one proclamation annually;
- b) An organization does not have exclusive rights to the day, week or month of their proclamation;
- c) Proclamations on a similar topic will be issued on a first come, first served basis; and
- ~~d)~~ Multi year proclamations or proclamations that are to be repeated indefinitely will not be considered and must be requested on an annual basis.
- ~~e)e)~~ Proclamations will only be made at the first regular meeting of council each month.

### Proclamations with Flag Raising

Proclamation Requests that include a flag raising may be permitted provided the proclamation request is in accordance with above section titled Proclamation Criteria and that the flag raising does not conflict with the Rules for Flying the National Flag of Canada or any other flag being flown by the Township of Amaranth. Flags are to be provided by the organization or person making the request and returned after the proclamation.

Proposed wording of the proclamation is to be provided by the requestor on the Proclamation Request Form. The Township of Amaranth reserves the right to edit and

[alter the wording of the Proclamation at their discretion.](#)

[Flags will be raised by Township staff during normal business hours following approval of a Proclamation Request. Flag raising will not be done by council during a council meeting.](#)

### Review of Proclamation Requests

~~Proclamation requests will be reviewed by the CAO/Clerk against the eligibility criteria noted in this Policy. Proclamation Request Forms will be reviewed by the CAO/Clerk for completeness upon receipt. In the event that the request does not comply with this policy, the CAO/Clerk will not include the request on a Council meeting agenda and will advise the Mayor and organization or person submitting the request accordingly.~~  
Proclamation ~~requests~~ Request Forms that ~~meet all eligibility criteria~~ have been deemed [complete](#) will be placed on the agenda for the next Regular Meeting of Council under the "General Business and Correspondence" section of the agenda.

[Proposed wording of the proclamation is to be provided by the requestor on the Proclamation Request Form. The Township of Amaranth reserves the right to edit and alter the wording of the Proclamation at their discretion.](#)

**Commented [CG4]:** The county does this right at the beginning of the meeting. I would suggest we do it immediately following public question period as it would be easier for these groups to schedule a time if they want to come and see the proclamation being read in person.

The Township of Amaranth reserves the right at all times to remove, refuse or deny a request as deemed necessary or appropriate by the Mayor and Council.

### Council Endorsement of Proclamation Requests

Following consideration of a Proclamation Request by Council, the CAO/Clerk will advise the organization/person who submitted the Proclamation Request Form in writing of the outcome of Council's consideration. Proclamations that have been endorsed by Council will be noted on the "News and Public Notices" page of the Townships website and will remain listed for a period ending on December 31<sup>st</sup> of the year in which the proclamation was endorsed.

### References and Related Documents

As a general rule, the national flag of Canada will be displayed in accordance with the [Rules for flying the National Flag of Canada](#) as issued by the Government of Canada. The Canadian Flag will be given the place of honour and as such no flag will be flown or displayed above the Canadian Flag.

Appendix A

## Proclamation Request Form

Please submit your completed form to the CAO/Clerk at least one month in advance of the occasion \_\_\_\_\_

**Organization name:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Proclamation requested** (Name/Title of proclamation)

\_\_\_\_\_

**Dates of proclamation** (Please check and insert dates)

☐ Day(s) \_\_\_\_\_

☐ Week \_\_\_\_\_

☐ Month \_\_\_\_\_

**Purpose of proclamation** (Please check all that apply)

☐ Civic promotions ☐ Public awareness campaign ☐ Charitable fundraising campaign

☐ Arts and cultural celebration ☐ Special honour for individual or organization

Other (please explain) \_\_\_\_\_

**Description of your organization** (Please include a brief description and any other relevant information related to your request. Additional information/documentation may be attached to this application)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Has the same or a similar proclamation been requested of the Township of Amaranth council in the past?**

☐ Yes (insert date of previous request) \_\_\_\_\_

☐ No

Please provide the draft wording for your proclamation for council consideration in order to receive an official signed proclamation from the mayor.

☐ Proclamation flag to be supplied by the requestor (please provide photo of the proposed flag if applicable)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**TOWNSHIP OF AMARANTH**  
519-941-1007 519-941-1802  
AMARANTH.CA

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**For office use only:**

Date Request Received: \_\_\_\_\_

Proclamation Outcome:

☐ Approved ☐ Denied ☐ Other: \_\_\_\_\_

Approved / Denied By: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

## **The Township of Amaranth**

### **Staff Planning Report to Council**

**To:** Mayor Currie and Members of Council

**From:** Valerie Schmidt, Consulting Township Planner  
Steve Weber, Consulting Township Planner

**Date:** September 2, 2020

**Applicants/Owners:** Henry & Marg Kottelenberg (Owners) & Justin Versteeg, Huron Construction Building Contractors Inc. (Applicant)

**Subject:** Request for Approval to Permit Site Alteration  
373369 6<sup>th</sup> Line, Amaranth

#### **1.0 Purpose of Application**

The Township of Amaranth has received a request for approval to permit a Site Alteration under the Township's Site Alteration By-law 65-2009. The Site Alteration By-law is to prohibit or regulate the placing or dumping of fill, removal of topsoil and the alteration of the grade of land on sites across the municipality. As required by the Site Alteration By-law, Henry and Marg Kottelenberg (the "Owners") and Huron Construction Building Contractors Inc. (the "Applicant") have provided the required information in writing to the Township in support of their request for a Site Alteration Permit.

#### **2.0 Analysis**

The Subject Property is legally described as Part Lot 7, Concession 5 now Part 3 on Reference Plan 7R-6277 and municipally known as 373369 6<sup>th</sup> Line in Amaranth. The subject property is located along 6<sup>th</sup> Line just north of Side Road 5. The property is currently vacant and has a total land area of 1.0 hectare (2.5 acres) with approximately 60 metres of frontage on 6<sup>th</sup> Line.

The Owners are requesting to bring in fill to the subject property for the purpose of building a new residence. The property has low elevations and requires building the grade up around the new house to ensure there will be no water or drainage issues with the new home.

The fill will be imported from the address of 2300 North Park Drive, Brampton, ON. The fill being imported will consist of approximately 150 truck loads. The company that will be hauling the fill is Marsan Contractors located at 21 Holland Drive, Kleinburg, ON. The haul route will commence west on County Road 109 and the proceed north on 6<sup>th</sup> Line. The proposed hours for bringing fill to the site is between 7:00 am to 6:00 pm Monday to Friday.

A portion of the subject property is within the Grand River Conservation Authority regulation limits. As included as a condition in the Site Alteration Agreement, a GRCA permit/approval is required for any work completed in the regulated area.

The purpose of this report is to provide information to Council and provide an opportunity for questions and comments. It is recommended that Council authorize Town staff to issue a Site Alteration Permit subject to any input from the Council meeting. Conditions of Site Alteration Approval are included within the Site Alteration Agreement and outlined below:

1. Haul route to be on County Road 109 and 6<sup>th</sup> Line only, in consultation with Township Director of Public Works. 6<sup>th</sup> Line to be kept clean to satisfaction of Director of Public Works. Half load restrictions to be adhered to.
2. Hours of operation to be Monday to Friday 7:00 a.m. to 6:00 p.m.
3. Project to commence September 3<sup>rd</sup>, 2020 and be completed by November 3<sup>rd</sup>, 2020 and a maximum of 150 loads of fill, with proof of number of loads to be provided upon request. Fill will be subject to testing.
4. NVCA permit/approval required for regulated area. Fill to be located only as shown on plan provided.
5. Owner to provide deposit of \$2,500.00, cash or certified cheque, to be returned upon completion of the project to the satisfaction of the Director of Public Works, and subject to compliance with this agreement. Should road work be required as a result of the hauling of fill, any cost incurred by the Township will be deducted from the deposit, and only the balance refunded.
6. This approval is subject to the discretion of the Director of Public Works, and approval may be withdrawn should weather and road conditions warrant it.
7. Authorization be given to the Township Staff to enter the property for site inspection purposes.

### **3.0 Consultation and Communications**

The grading plan submitted as part of the Site Alteration Permit application has been reviewed by the Township Consulting Engineer.

### **4.0 Recommendation**

That this report dated September 2, 2020 for lands legally described as Part of Lot 7, Concession 5, Part 2 on Registered Plan 7R-6277 in the Township of Amaranth, County of Dufferin be received as information.

That By-law-XX being a by-law to enter into a Site Alteration Agreement with Henry & Marg Kottelenburg, substantially in the form attached to the by-law, for the site alteration on the property at 373369 6<sup>th</sup> Line, be read a first, second and third time and finally passed, authorizing the Mayor or his designate and the Clerk to execute the agreement.

## 5.0 Supporting Documentation

Site Alteration Permit Cover Letter  
Grading Plan  
Phase II ESA for 2300 North Park Drive

Respectfully submitted,

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

Valerie Schmidt, MCIP, RPP  
Consulting Township Planner

Reviewed by,

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

Steve Wever, MCIP, RPP  
Consulting Township Planner



**Huron Construction**

**6/24/20**

**9255 Howick-Minto Townline**

**Harriston, ON N0G 1Z0**

Phone #

519-335-6000

Addressed To: Township of Amaranth

My name is Justin Versteeg, president & project manager of Huron Construction Building Contractors Inc. Our firm has been hired by Henry & Marg Kottelenberg as their building contractor for their proposed home located at 373369 6<sup>th</sup> Line, Amaranth. I am writing this letter on their behalf.

We are requesting to bring in fill to the above-mentioned address for the purpose of building a new residence. The lot has low elevations and we wish to build the grade up around the new house to ensure that there will not be water / drainage issues with the new home.

The fill will be coming from 23 North Park Drive, Brampton, ON. We are proposing to bring in 150 truck loads of fill. The haulers name will be Marsan Contractors. Their address is 21 Holland Dr, Kleinburg, ON. Their phone number is 905-857-1616. The proposed route is due west on County Road 109 and north on 6<sup>th</sup> Line. The proposed timeline for fill to be brought in is between July 1<sup>st</sup>, 2020 (provided approval is received) and August 31<sup>st</sup>. The majority of the fill would be brought in when we are backfilling around the new foundation in July. Proposed hours for bringing fill in is between 7:00am & 6:00pm Monday – Friday.

Please find attached to this letter:

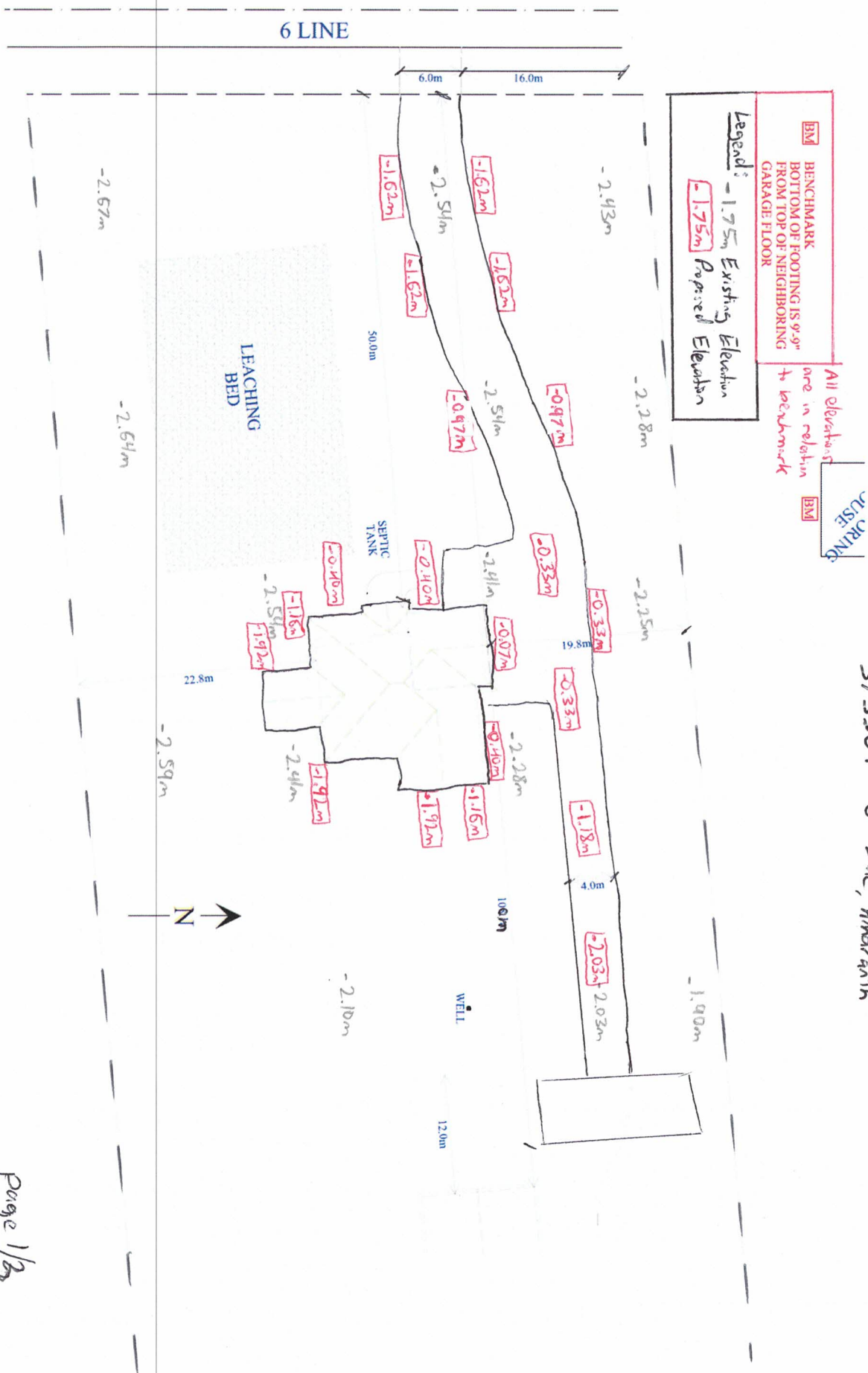
- 1) Site plan showing location of altered elevations & proposed depth of alterations
- 2) Soils report demonstrating that the soil is clean and suitable for the area

Regards,

Justin Versteeg

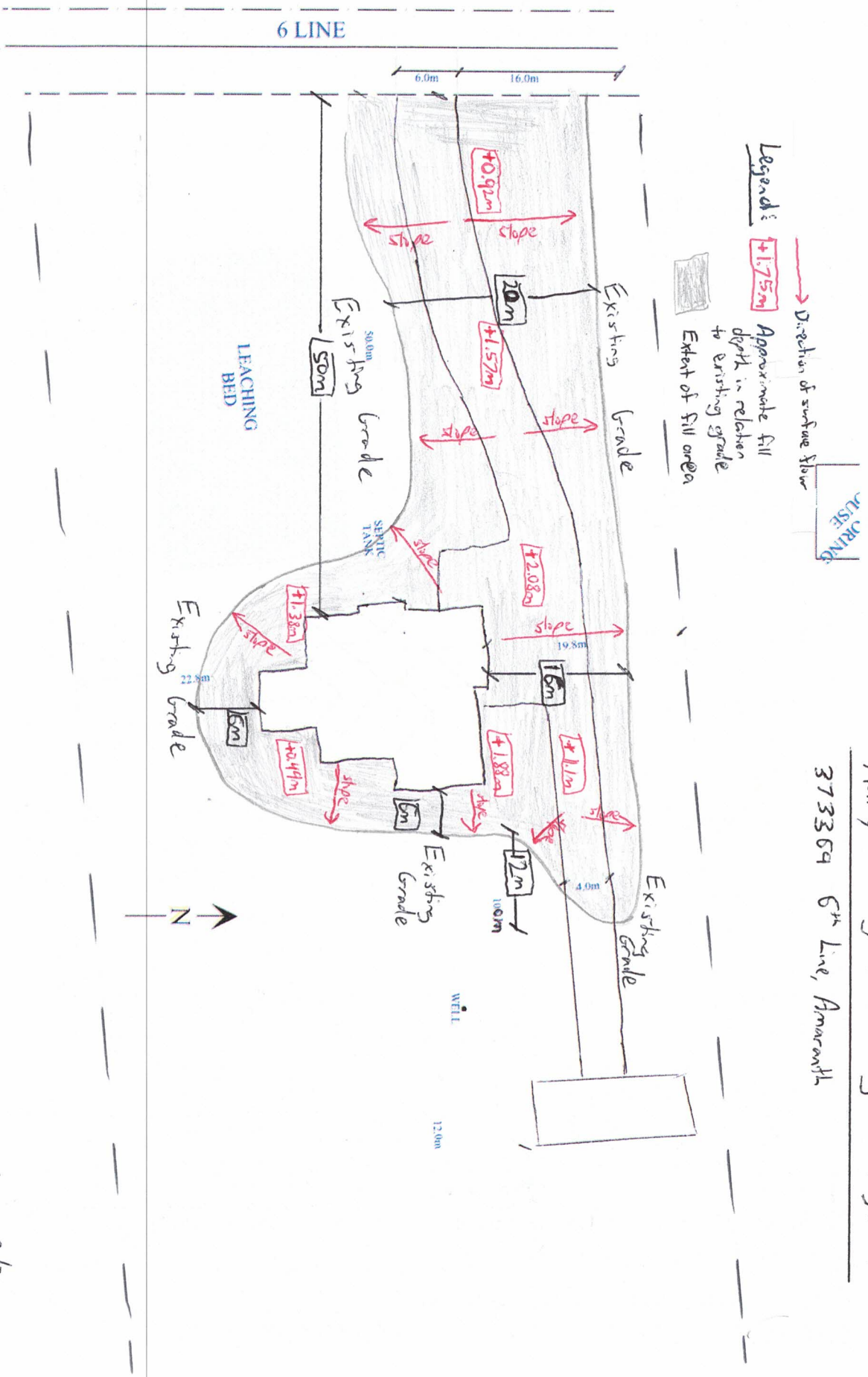
Huron Construction

# Henry + Mary Kottelenberg - Grading Plan



# Henry + Mary Kottelberg - Grading Plan

373364 6th Line, Amarant





# **The Township of Amaranth**

## **Staff Planning Report to Council**

**To:** Mayor Currie and Members of Council

**From:** Valerie Schmidt, Consulting Township Planner  
Steve Weber, Consulting Township Planner

**Date:** September 2<sup>nd</sup>, 2020

**Applicants/Owners:** Laurelpark Inc. and Dunwin Developments Limited

**Subject:** Model Home Agreement and Subdivision (Preliminary Grading) Agreement  
  
Part of East Half of Lot 2, Concession 1 & Part of East Half of Lot 3, Concession 1, Township of Amaranth, County of Dufferin

### **1.0 Background**

The Local Planning Appeal Tribunal (“**the Tribunal**”) granted approval to Draft Plan of Subdivisions 22T-02002 and 22T-02004 (“**the Draft Plans**”) on August 5, 2009. The properties are legally described as East Half of Lots 1 and 2, Concession 1 and the East Half of Lot 3, Concession 1 in the Township of Amaranth. The deadline to fulfill the Draft Plan Conditions as amended and the approval of the Draft Plans will lapse on December 1<sup>st</sup>, 2021, except if an extension is requested by the Owner, supported by the Township and granted by the Local Planning Appeal Tribunal. The Owner is currently pursuing clearance of draft plan conditions and final approval of the plans for the first phase of registration.

The Draft Plans are located on the west side of County Road 16 just south of Side Road 5 and north of the Dufferin County CO Rail Trail in the Township of Amaranth. Draft Plan 22T-02022 (“**Valley Grove Draft Plan**”) comprises 40.49 hectares (100.05 acres) in area and has been approved for 52 estate residential lots, open space, parkland, utility (water well) and institutional (cemetery) land uses. Draft Plan (22T-04004) (“**Hamount Draft Plan**”) has been approved for 29 residential estate lots, open space, parkland and future development and comprises an area of 44.24 hectares (109.32 acres). Additionally, there are 11 blocks on each plan to be combined to form 11 lots between the Draft Plans. Therefore, the total lots approved within the Draft Plans is 92 lots.

The Owners are preparing to register the first phase of the approved Draft Plans which will consist of 32 estate residential lots including a stormwater management facility and parkland. Other blocks to be dedicated in Phase One include a well block to be conveyed to the Town of Orangeville. Phase One is referred to as the proposed first phase of lots and blocks to be

registered (as shown on the draft M-Plan). Typically, all blocks to be conveyed to a municipally are included as part of the initial phase of registration. In this instance, the developer is requesting that Block 42 (parkland) within the Hamount Draft Plan be conveyed at the registration of a subsequent phase (Phase 2). The parkland block is located south of the stormwater management facility and is primarily covered in existing vegetation that will be retained and protected. A 2.0 metre granular trail is proposed to be constructed from the stormwater management facility and will lead south to Lewis Brown Drive. Although the parkland block will provide future residents with recreational value, it is not essential that this parkland block be conveyed within the Phase 1 registration. A larger open space and parkland block (Block 72 within the Valley Grove Draft Plan) will be provided within Phase 1. Based on the information provided above, Staff is requesting that Council exclude the conveyance of Block 42 from the Phase 1 registration and include this Block as part of the Phase 2 registration.

Further to condition 15 of the Valley Grove Draft Plan conditions, Block 72 requires a park development plan to be prepared and include, but not be limited to, tot-lot playground equipment, and a field sport area, including a soccer pitch/lacrosse field, pedestrian access, trails, fencing, landscaping, grassing and/or sodding, lighting and amenities to be implemented at the Owner's expense to the satisfaction of the Township. The Owner is requesting that Block 72 be developed in a phased approach that would include a sports field and tot lot playground as part of Phase 1. The remainder of the park development would occur in Phase 2. Staff is requesting the Council approve the proposed park phasing that will include a sports field and playground built as part of Phase 1.

The properties within the Draft Plans are currently zoned Holding Estate Residential Special (H)(ER-5), Open Space (OS-1) Zone, Open Space (OS-2), Institutional (I-1) Zone and Development (D-1) . As per the By-law, no new buildings or structures will be permitted while a Holding (H) Provision is in effect excepting the construction of one dwelling on the lands zoned Estate Residential Special (ER-5) provided the construction of the dwelling is authorized pursuant to the terms and conditions of a Subdivision (Model Home) Agreement with the Township. Furthermore, the installation or maintenance of a watermain well, pumping station, gas main, pipelines, stormwater management facility, etc., are permitted prior to the removal of the holding "H" zone provided that such matters are installed or maintained in accordance with the Subdivision (Pre-servicing) Agreement between the Owner and Township.

## **2.0 Analysis**

### **Model Home Agreement**

Laurelpark Inc. and Dunwin Development Limited are requesting an agreement from the Township of Amaranth to authorize the construction of one (1) Model Home and accessory parking area on Lots 46 and 47 on the Hamount Draft Plan. The Owners are proposing a "dry" model home on Lot 46 until servicing of the subdivision is complete and the property can be connected to municipal water. The developer is planning to install the septic system when the model home is built but will remain unused until water is construction. The proposed parking area will cover Lot 47 on the draft plan and consists of fourteen (14) parking spaces including one (1) accessible space. The developer has applied for an entrance permit from the County and has

been advised that the entrance be located within the right-of-way of John Howard Crowe Drive rather than by a separate temporary driveway. A revised drawing has been submitted to the County by the applicant and final approval is pending.

The agreement has established the conditions and obligations of the developer in relation to the model home, including but not limited to the:

- Provision of securities as detailed in Schedule “E”.
- Compliance with the Ontario Building Code Act.
- Confirmation of the environmental condition of the Subject Lot.
- Confirmation from Credit Valley Conservation (CVC) with respect to all stormwater management facilities and sediment and erosion control measures.
- Compliance with Zoning By-law 44-2009.
- Approval by the Township of a Detailed Site Plan for the Model Home.
- Approval of the model home design in accordance with the Architectural Design Guidelines.
- Acknowledgment that the model home will not be serviced with municipal water supply and private sewage system until it is converted to a dwelling.
- Provision of water supply servicing and private sewage system drawings, permanent utility connections and hydro.
- Obtaining an entrance permit from the County for access and maintenance of a mud tracking pad for construction vehicles.
- Approval with respect to grading and protection of trees.
- Provision of grass and/or sod and fencing and portable washroom on the Subject Lot(s).
- Payment of development charges and lot grading and inspection fees.

There are also requirements listed within the Agreement that will be required to be satisfied before the Model Home is converted into a dwelling. The Agreement includes a Purchaser’s Acknowledgement that will need to be included in any conditional Agreements for Purchase and Sale Agreements. The Agreement also outlines the required fees and securities to be satisfied at the time of execution of this Agreement.

Township Administration, Engineer, Solicitor and Interim Planner are satisfied that the Agreement addresses the requirements of the Township for the construction of the Model Home and associated parking area.

#### Subdivision (Preliminary Grading) Agreement

A Subdivision (Pre-Grading) Agreement has been drafted to allow the developer to proceed with earthworks in advance of the final subdivision agreement. The following works that will be authorized under this Agreement including temporary storm water facilities, sediment and erosion control measures including pregrading the storm water management pond on Block 41 (to be connected at a later date) as shown on the Hamount Draft Plan; topsoil stripping and stockpiling; grading and road preparation; culvert and granulars.

This Agreement sets out specific requirements that the Owner must fulfill as part of the pre-servicing works. Additionally, the Owner will be required to satisfy all of, but not limited to, the following conditions:

- Obtain confirmation from the CVC acknowledging satisfaction with the terms of this Agreement within the jurisdiction of CVC.
- Prepare and file with the Township an Environmental Site Assessment and Remediation Report together with a letter of reliance on the report (which has been completed).
- Approval of the Detailed Grading Plan.
- Obtain necessary approvals from the County of Dufferin for the entrance from County Road 16 (the County has confirmed that ultimate entrance of John Howard Crowe Drive should be used for access for the Model Home Agreement. It is understood that this access will also be used for construction access).
- Provide mud tracking pad for construction vehicles and maintain all temporary fencing.
- Provide all required tree protection measures as necessary; and
- Construct and install all temporary stormwater management facilities and sediment and erosion control measures.

The Agreement also refers to the maintenance and repair of any Works and Services to the satisfaction of the Township, in addition to the required fees and securities to be provided prior to execution of the Agreement.

As per Draft Plan Conditions 33 and 39(e) of the Valley Gove and Hamount Conditions of Draft Plan Approval and as contained in the Preliminary Grading Agreement, the owner is required to provide the following:

*Draft Plan Condition 33 in part states -... Stormwater management facilities are approved by the Ministry of Environment, Conservation and Parks, pursuant to section 53 of the Ontario Water Resources Act, and the Owner shall agree in the subdivision agreement to obtain such approvals prior to construction of the stormwater management facilities occurring.*

*Draft Plan Condition 39(e) in part states - .. “The Owner shall also provide prior to any servicing of the subdivision lands a Ministry of Environment, Conservation and Parks acknowledged Record of Site Condition for the subdivision lands that has been certified by a Qualified Person, as that term is defined in O. Reg. 153/04 as amended, confirming that the environmental condition of the subdivision lands is suitable for the proposed uses.*

The Township Solicitor requested that the Owner’s solicitor provide an opinion letter: (a) confirming that the Owner’s preliminary grading and the pregrading of stormwater management facilities did not require section 53 approvals under the *Ontario Water Resources Act*; and (b) confirming that preliminary grading was not part of servicing as set out in condition 39 (e). The Owner’s solicitors, Davies Howe LLP, provided the attached letter confirming same.

The Subdivision (Preliminary Grading) Agreement has included provisions which confirm that the Township is relying on this opinion, that the Owner is proceeding at their own risk with respect to these matters, and should any issue arise, that the Township is so indemnified.

The final execution of the Preliminary Grading Agreement will be subject to final approval of required engineering drawings, reports, and permits and cost estimates for the provision of the required Security.

### **3.0 Consultation and Communications**

The grading plan displaying the Model Home and parking area was circulated to the Township Engineer and Interim Planner for review and comment.

Pre-grading submission drawings have been reviewed with the overall engineering drawings for the subdivision by the Township Engineer.

The Township Solicitor has prepared the draft Agreements, received input from the Township Engineer, our offices, and Township Staff, and considered input from the Developer's development team input and is recommending approval of the draft Agreements.

### **4.0 Recommendation**

That the Staff Planning Report dated September 2, 2020 for Draft Plan of Subdivision 22T-02002 and Draft Plan of Subdivision 22T-04004 for lands legally described as the East Half of Lots 1 and 2, Concession 1 and the East Half of Lot 3, Concession 1 in the Township of Amaranth, County of Dufferin, be received as information and be accepted by Township Council.

That Council approve the developer's proposed timing of conveyance of Block 42 on the Hamount Draft Plan (22T-04004) at the registration of Phase 2.

That Council approve the developer's proposed park phasing of Block 72 on the Valley Grove Draft Plan (22T-02002) to include a sports field and tot-lot playground in Phase 1 with the reminder of the park development in Phase 2.

That Council enact By-law XX-2020 to enter into a Model Home Agreement with Laurelpark Inc. and Dunwin Developments Limited for the Hamount and Valley Grove Subdivision and to authorize the Mayor or his designate and the Clerk to execute the agreement substantially in the form attached to the by-law.

That Council enact By-law XX-2020 to enter into a Subdivision (Preliminary Grading) Agreement for the Hamount and Valley Grove Subdivision and to authorize the Mayor or his designate and the Clerk to execute the agreement substantially in the form attached to the by-law.

### **5.0 Supporting Documentation**

Draft M-Plan

Draft Plan of Subdivision 22T-02002 (Valley Grove)

Draft Plan of Subdivision 22T-04004 (Hamount)

Legal Opinion prepared by Davies Howe dated July 24, 2020

Model Home Agreement

Subdivision (Preliminary Grading) Agreement

Respectfully submitted,

A handwritten signature in black ink that reads "V. Schmidt". The signature is written in a cursive style with a large, stylized "V" and a clear "Schmidt".

Valerie Schmidt, MCIP, RPP  
Consulting Township Planner

Reviewed by,

A handwritten signature in black ink that reads "Steve Wever". The signature is written in a cursive style with a large, stylized "S" and a clear "Wever".

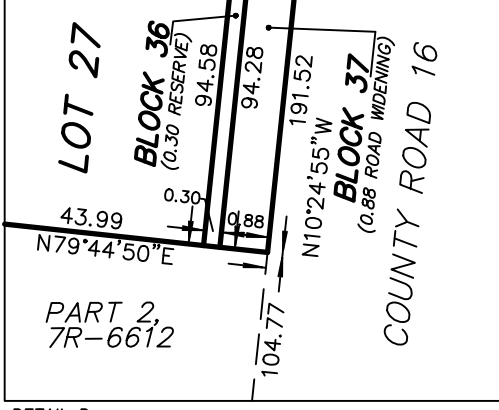
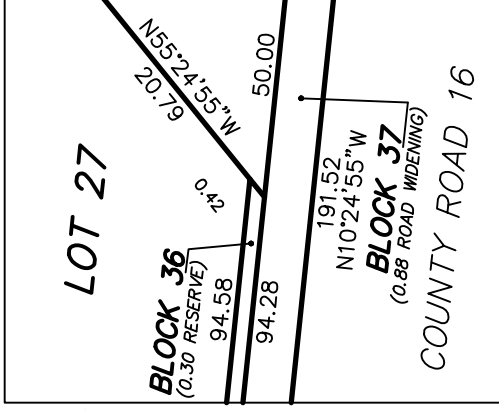
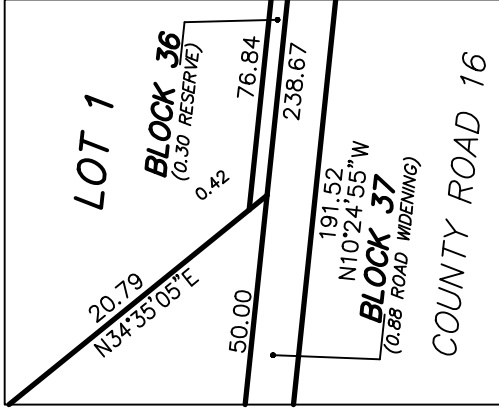
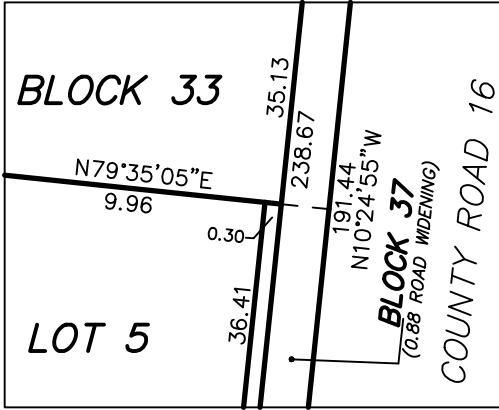
Steve Wever, MCIP, RPP  
Consulting Township Planner

APPROVED UNDER SECTION 51 OF THE PLANNING ACT.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

XXXXX XXXXX  
DIRECTOR OF PLANNING, DEVELOPMENT AND TOURISM  
COUNTY OF DUFFERIN



### EAST HALF LOT 4, CONCESSION 1



WEST HALF LOT 2  
CONCESSION 1  
PART 1, 7R-5546  
PIN 34038-0135 (LT)

WEST HALF LOT 3, CONCESSION 1  
PIN 34038-0102 (LT)

LOT 2, CONCESSION 1  
PART 1, 7R-5445  
PIN 34038-0134 (LT)

REVISIONS TABLE		
DATE	BY	COMMENT
2019-11-29	EKJ	DRAFT RELEASE TO CLIENT
2019-12-20	EKJ	REVISIONS TO LOTS
2020-05-14	EKJ	UPDATED PHASE 1 PLAN AS REQUESTED
2020-05-22	EKJ	REVISED LOT 1 & 2 CONFIGURATION AS REQUESTED
2020-07-20	EKJ	BLOCK 38 REVISION AS REQUESTED
2020-08-07	EKJ	REVISED LOTS 4, 5, 28-32 AS REQUESTED

### PLAN 7M -

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND  
REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF DUFFERIN (No.7)  
AT \_\_\_\_ O'CLOCK ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019  
AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY  
IDENTIFIER ALL OF PIN #####-#### (LT)  
AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT  
No. \_\_\_\_\_

REPRESENTATIVE FOR THE  
LAND REGISTRAR

### PLAN OF SUBDIVISION OF PART OF LOTS 2 AND 3 CONCESSION 1 TOWNSHIP OF AMARANTH COUNTY OF DUFFERIN

SCALE 1 : 1250

0 25 50 75 Metres

EPLITT WOROBEC RAIKES SURVEYING LTD.  
2020

**METRIC**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**BEARING NOTE**  
BEARINGS HEREON ARE UTM GRID BEARINGS AND ARE DERIVED FROM  
OBSERVED REFERENCE POINTS (ORPs) A AND B BY REAL TIME NETWORK (RTN)  
OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN 87W IN  
ZONE 17 BASED ON NAD 83 (CSRS) (2010 EPOCH).

**DISTANCE NOTE**  
DISTANCES SHOWN ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND  
CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED  
SCALE FACTOR OF 0.999589.

**LEGEND**

- DENOTES FOUND MONUMENT
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- MWB DENOTES MEASURED
- 848 DENOTES W.B. STARR, OLS
- 1211 DENOTES P.J. WILLIAMS, OLS
- 1253 DENOTES D.J. CULLEN LIMITED
- 1493 DENOTES YOUNG AND YOUNG SURVEYING INC.
- 1613 DENOTES EPLITT & WOROBEC SURVEYING LTD.
- EWR DENOTES EPLITT WOROBEC RAIKES SURVEYING LTD.
- EOF DENOTES END OF FENCE

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM GNSS OBSERVATIONS USING THE CAN-NET VRS NETWORK, UTM ZONE 17 (81° LONGITUDE) NAD 83 CSRS (2010 EPOCH) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF OREG 216/10		
POINT ID	NORTHING	EASTING
ORP A	4864052.00	568805.85
ORP B	4863659.65	569569.93
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN		

### OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT  
1. 1 TO ## BOTH INCLUSIVE,  
THE STREET, NAMED XXXXXX XXXXXXXX,  
HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.  
2. THE STREET IS HEREBY DEDICATED AS PUBLIC HIGHWAY.

DATE XXXXXX XXXXXX

### SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH  
THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT  
AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE ##th DAY OF XXXXX, 2019.

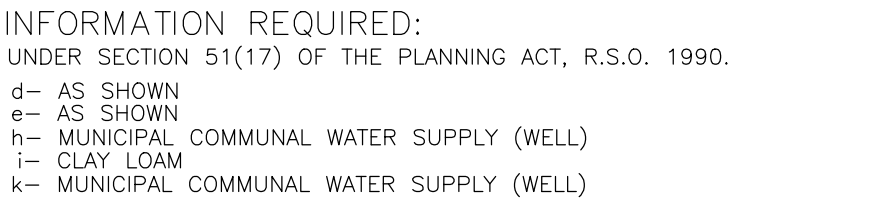
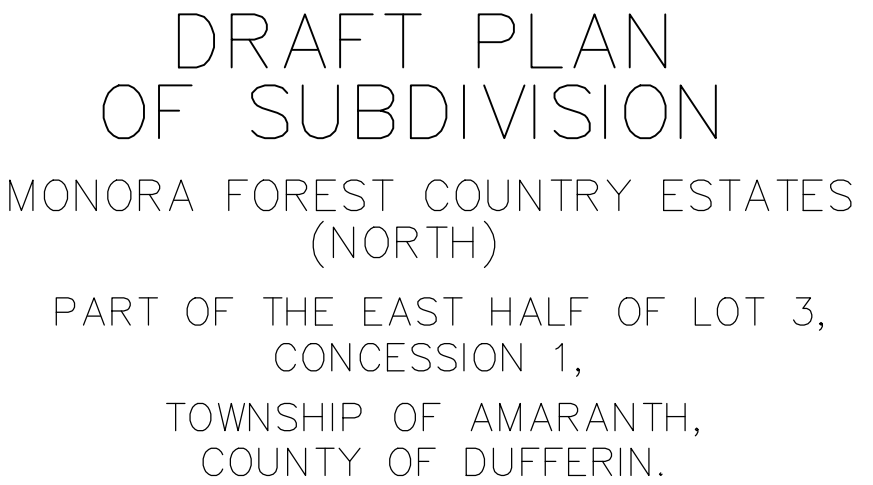
DATE PETER T. RAIKES, BSc., CLS, MRICS  
ONTARIO LAND SURVEYOR

W:\PROJECTS\PROJECTS\_2019\195944\MISC\20\195944\_MP\_P10.DWG

DRAWN BY: EKJ PROJECT No. 195944  
CHECKED BY: PTR

EPLITT WOROBEC RAIKES SURVEYING LTD  
Ontario Land Surveyors • Canada Lands Surveyors

Barrie Office: (705) 722 - 6222 642 Welham Road, Barrie, ON L4N 9A1  
Midland Office: (705) 526 - 7552 529 Elizabeth Street, Midland, ON L4R 2A2  
Toll Free: 1-888-787-8394 FAX: (705) 722 - 6855  
E-MAIL: e-w@survey4u.com



SIGNED \_\_\_\_\_  
YOUNG & YOUNG SURVEYING INC.  
ONTARIO LAND SURVEYOR

OWNER'S CERTIFICATE:  
I HEREBY CONSENT TO THE FILING OF THIS PLAN BY  
IBI GROUP

SIGNED \_\_\_\_\_  
VALLEYGROVE INVESTMENTS INC.

DATE: \_\_\_\_\_

LAND USE SCHEDULE:		AREA	
LOTS/BLKS	LAND USE	(ha)	(ac)
LOTS. 1-52	RESIDENTIAL	22.97	56.76
BLKS. 53-63	RESIDENTIAL RESERVE	3.35	8.28
BLK. 64	UTILITY	0.46	1.14
BLKS. 65,66	0.3M RESERVE	0.016	0.04
BLKS. 67-68	ROAD WIDENING	0.05	0.12
BLKS. 69-71	OPEN SPACE	6.28	15.52
BLK. 72	PARKLAND	2.96	7.31
BLK. 73	INSTITUTIONAL	0.016	0.04
	ROADWAY	±4.38	±10.85
TOTAL		40.49	100.05

REVISIONS:			
	DESCRIPTION	DATE	INIT.
9	REVISED UTILITY BLOCK	APRIL 2/07	TW
10	REVISED UTILITY BLOCK	APRIL 10/07	TW
11	REVISED SERVICING EASEMENT WIDTH	JUNE 18/07	GD
12	REVISED BUKS. 67'-68" - ROAD WIDENING	JULY 10/07	TW
13	RE-ISSUED FOR DRAFT PLAN APPROVAL	JUL7 17/09	GD

	SUITE 308 30 EGLINTON AVENUE WEST MISSISSAUGA, ONTARIO L5R 3E7 (905) 890-3550 <a href="http://www.ibigroup.com">www.ibigroup.com</a>	DESIGNED BY: TW
		DRAWN BY: TW
		APPROVED BY: SA
		DATE: NOV. 2004
		SCALE: 1:1500
		FILE NAME: 163c

VALLEYGROVE INVESTMENTS INC.

KEY MAP: SCALE: N.T.S.

INFORMATION REQUIRED:  
UNDER SECTION 51(17) OF THE PLANNING ACT, R.S.O. 1990.

DATE: \_\_\_\_\_  
ONTARIO LAND SURVEYOR  
YOUNG & YOUNG SURVEYING INC.  
SIGNED \_\_\_\_\_  
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE  
SURVEYED ARE IN A TRUE AND CORRECT RELATIONSHIP TO THE ADJACENT LANDS,  
AS CORRECTLY SHOWN.

**OWNER'S CERTIFICATE:**

I HEREBY CONSENT TO THE FILING OF THIS PLAN BY

SIGNED \_\_\_\_\_  
HAMMOUNT INVESTMENTS LTD.

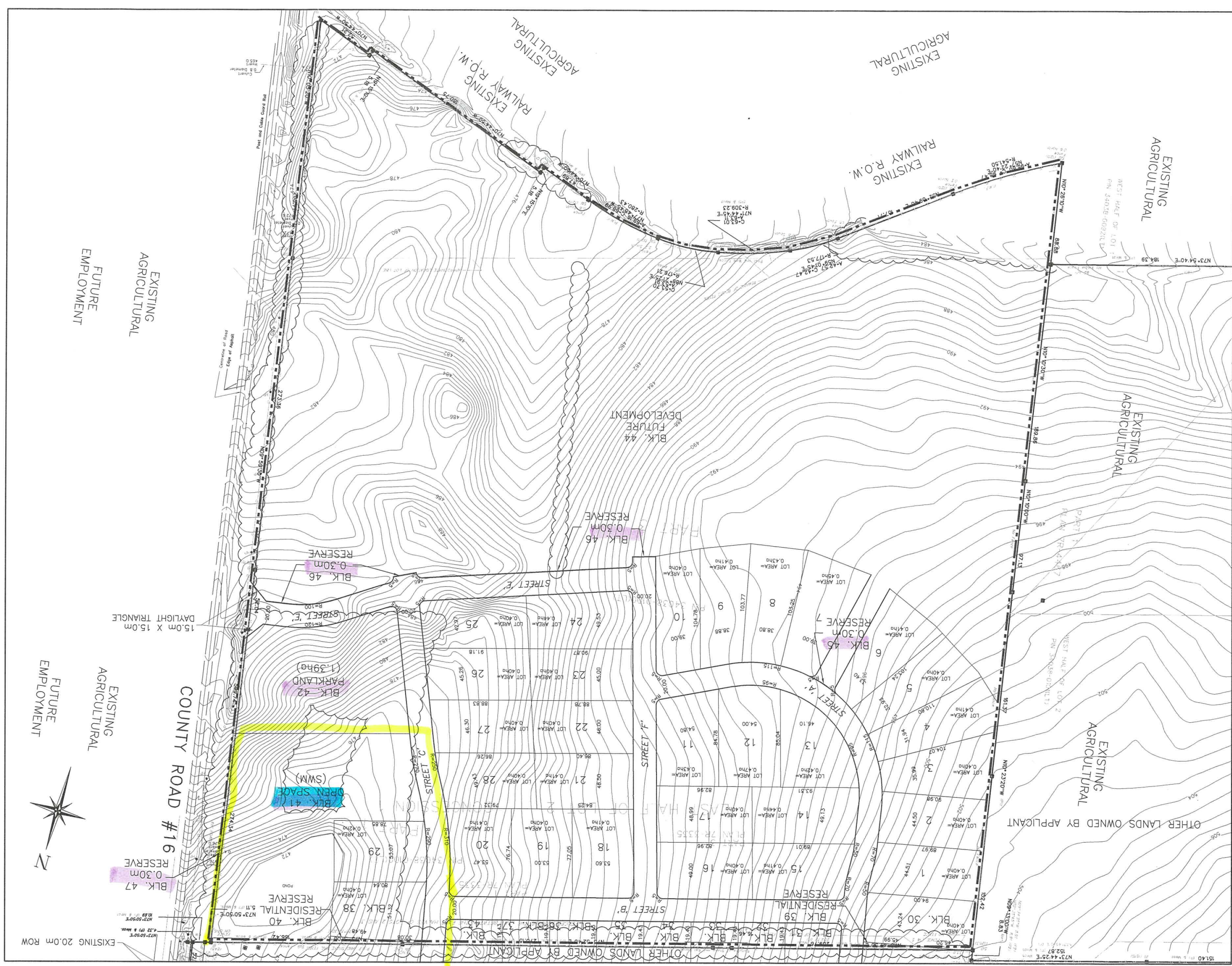
DATE: \_\_\_\_\_

**LAND USE SCHEDULE:**

LOTS/BLOCKS LAND USE AREA  
(ac) (sq)

TOTAL			44.24	109.32
LOTS, 1-29	RESIDENTIAL	11.97	29.57	
BLKS. 30-40	RESIDENTIAL RESERVE	1.39	3.43	
BLK. 41	OPEN SPACE	2.30	5.68	
BLKS. 42-43	PARKLAND	1.48	3.66	
BLK. 44	FUTURE DEVELOPMENT	23.62	58.35	
BLK. 45-47	0.3m RESERVE	0.02	0.05	
ROADWAY			±3.46	
			44.24	109.32

REVISIONS:	DESCRIPTION	DATE	INIT.
	RE-ISSUED FOR DRAFT PLAN APPROVAL	MARCH 28/06	TW
	REMOVED OPEN SPACE AND PARKLAND BLOCKS	OCT. 31/06	TW
	ADDED BLK. 45 - 0.3m RESERVE	JULY 10/07	TW
	ADDED BLK. 46 TO PLAN AREA	AUGUST 27/07	TW
	RE-ISSUED FOR DRAFT PLAN APPROVAL	JULY 17/09	GD

[illegible]

July 24, 2020

**Delivered by Email to *jwilker@thomsonrogers.com***

Jeffrey J. Wilker  
Thomson Rogers  
390 Bay Street, Suite 3100  
Toronto, Ontario  
M5H 1W2

Dear Mr. Wilker:

**Re: Legal Opinion regarding Pre-grading and Conditions for Draft Plan Approval  
Valley Grove Subdivision, File No. 22-T-04004  
Hamount Subdivision, File No. 22-T-02002  
Township of Amaranth, County of Dufferin**

As you know, we are counsel to Laurelpark Inc. and Dunwin Developments Ltd., the owners of the lands assigned PINs 34038-0134 (LT), 34038-0137 (LT), 34038-0147 (LT) and 34038-0148 (LT) (collectively, the "Subject Lands"), the site of the future Homestead Subdivision.

We write in response to your request for our legal opinion regarding the preliminary grading, or "pre-grading", work that our clients propose to undertake on the Subject Lands. Specifically, you requested an opinion on the following issues:

1. Whether environmental compliance approval ("ECA") by the Ministry of the Environment, Conservation and Parks under section 53 of the *Ontario Water Resources Act* ("OWRA") is required for the pre-grading of the stormwater pond or for temporary stormwater conveyance necessitated by the pre-grading, under Condition 33 of the Conditions for Draft Plan Approval; and
2. Whether pre-grading for a stormwater management pond and the remainder of the subdivision is "servicing", and whether a Record of Site Condition ("RSC") is therefore required under Condition 39(e) of the Conditions for Draft Plan Approval.

The pre-grading work involves alterations to the elevation of the Subject Lands, generally lowering the higher elevations and raising the lower elevations, and includes the shaping and rough grading of the future location of the stormwater management pond (the "SWM Pond"). Because soil will be moved on the Subject Lands, sediment traps are being created at various locations to prevent sediment from leaving the site. Water will flow into

the sediment traps, which are small pits, where the sediment will settle and the water will naturally be released. The use of sediment traps is a common construction practice.

No new sources of water will be introduced to the Subject Lands. In all cases, including the future location of the SWM Pond, water on the Subject Lands will generally follow the existing drainage patterns. No new drainage outlets will be created as part of the pre-grading process and water will exit the site in the same location and manner as it does currently.

### **1. Condition 33 and Environmental Compliance Approval**

Condition 33 of the Conditions for Draft Plan Approval in relation to both the Valley Grove Subdivision and the Hamount Subdivision states:

Stormwater management facilities are approved by the Ministry of the Environment, Conservation and Parks, pursuant to section 53 of the Ontario Water Resources Act, and the Owner shall agree in the subdivision agreement to obtain such approvals prior to construction of the stormwater management facilities occurring. [Emphasis added.]

First, we note that Condition 33 is only triggered by the “construction of the stormwater management facilities”. As stated above, the proposed pre-grading of the future SWM Pond area involves only shaping and rough grading. Accordingly, no construction is taking place and we do not believe that Condition 33 is applicable to the future location of the SWM Pond.

Further, Condition 33 is not applicable to any other work on the Subject Lands, including the sediment traps. The sediment traps will be small pits which water passes through and continues in accordance with existing drainage patterns. They are not “facilities” and they are not “managing” stormwater.

However, if Condition 33 were applicable to the pre-grading of the SWM Pond area, we are of the opinion that an ECA would not be required under subsection 53(1) of the OWRA.

Subsection 53(1) provides that “no person shall use, operate, establish, alter, extend or replace new or existing sewage works except under and in accordance with an [ECA].” “Sewage works” is defined in the OWRA to mean “any works for the collection, transmission, treatment and disposal of sewage or any part of such works ...” and “sewage” is defined to include “drainage, storm water, commercial wastes and industrial wastes and such other matter or substance as is specified by the regulations”.

The pre-grading of the future SWM Pond does not fall within the meaning of “sewage works” as defined in the OWRA, for two reasons. First, stormwater in the location of the future SWM Pond area will generally follow existing drainage patterns and no more water

will reach or be discharged from that area due to the pre-grading activities, than would otherwise be the case. The location of the future SWM Pond will therefore not collect, transmit, treat or dispose of stormwater (or any other “sewage”) as a result of the pre-grading activities. To suggest otherwise would mean that all lands on which rain falls is “collecting” or “transmitting” stormwater and therefore constitutes the use or operation of a “sewage works” requiring an ECA.

Second, the *OWRA* does not include a definition of the term “works”. In its ordinary sense, “works” refers to “structures in engineering” or “the working or moving parts of a mechanism” (Merriam Webster). The rough graded SWM Pond would not fall within this ordinary meaning.

We have also reviewed how the term “sewage works” has been interpreted in case law, and note that it has been found to include drainage systems with absorbent pads, filters, pipes and shut-off valves<sup>1</sup>, and sewage lines.<sup>2</sup> We did not find any case law considering whether pre-grading work akin to what is proposed on the Subject Lands, or any grading for that matter, constitutes “sewage works”. Based on the ordinary meaning of the term “works” and the available case law, we see no reason why pre-grading an area in advance of installing a SWM Pond would constitute a “works”.

If such a broad interpretation of the term “sewage works” were to apply, anything that impacts the flow of water across land, however minor, would be subject to section 53 of the *OWRA* – for example, landscaping of a residential backyard. This was not the intention of the *OWRA*.

Even if the pre-grading for the SWM Pond constituted a “sewage works”, it is arguably exempt from the requirement to obtain an ECA under subsection 53(6) of the *OWRA*. According to subsection 53(6)(a), the ECA requirement does not apply “to a sewage works from which sewage is not to drain or be discharged directly or indirectly into a ditch, drain or storm sewer or a well, lake, river, pond, spring, stream, reservoir or other water or watercourse”. As previously noted, the existing drainage patterns on the Subject Lands will be maintained and, to the extent water drains from the site, it will not be caused by the pre-grading. Given that essentially all water is eventually drained or discharged “directly or indirectly” into a ditch, sewer, lake, etc., this exemption should apply where a “sewage works” does not alter the nature, volume or ultimate destination of the “sewage” in question, as in this case.

With respect to the conditions of subsection 53(6.1), which provides that section 53 applies if “the sewage works have a design capacity in excess of 10,000 litres per day”,

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<sup>1</sup> *International Marine Group v. Ontario (Director Ministry of the Environment)*, s2003 CarswellOnt 5364 (E.R.T.) at paras. 15, 32.

<sup>2</sup> *Parry Sound (Town) Re*, 1997 CarswellOnt 2115 (Environmental Appeal Board), at paras. 1, 30.

it is impossible to say whether this much water might flow over the future location of the SWM Pond in one day, since this depends on the volume of precipitation. However, this clause again signals that section 53 of the *OWRA* is not meant to apply in the present situation, which does not have a specific “design capacity”, and that the term “works” is meant to apply to pipes and other structures with a “design capacity”.

## 2. Condition 39(e) and Record of Site Condition

Condition 39(e) of the Conditions for Draft Plan Approval states, in part:

The Owner shall also provide prior to any servicing of the subdivision lands a Ministry of Environment, Conservation and Parks acknowledged Record of Site Condition for the subdivision lands that has been certified by a Qualified Person, as that term is defined in O. Reg. 153/04, as amended, indicating that the environmental condition of the subdivision lands is suitable for the proposed uses. [Emphasis added.]

Pre-grading for the future SWM Pond area (and the remainder of the Subject Lands) is not “servicing of the subdivision lands”. Therefore, Condition 39(e) does not apply to the pre-grading and an RSC is not required.

The Conditions for Draft Plan Approval themselves refer to grading as a distinct activity from servicing. Case law likewise suggests that grading and servicing are different activities.<sup>3</sup> There are also examples of decisions in which approved Draft Plan Approval Conditions refer to grading and servicing separately.

In our view, servicing involves the actual laying of pipes, the hooking up of inlets and outlets, the creation of drains, etc. The pre-grading of the future location of the SWM Pond does not involve any of these activities.

In addition, our clients are prepared to accept the risk that the RSC will require remediation. This risk is low, since the Phase 2 Environmental Site Assessment concluded that there is no contamination or need for remediation on the Phase 1 subdivision lands. The Executive Summary from the Phase 2 Environmental Site Assessment states:

Based on the findings presented herein, the analytical data verify that the imported fill material meets the requirements of O.Reg. 153/04 (as amended). Therefore, there are no related impacts that would be of any

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<sup>3</sup> See e.g. *Konialian, Re*, 2015 CarswellOnt 2593 (Ontario Municipal Board) at para. 33; *Trident Members Inc.*, *Re*, 2008 CarswellOnt 551 (Ontario Municipal Board) at para. 7.

environmental significance, and as such, no further investigation is required.

I trust this is satisfactory. Please do not hesitate to contact me should you have any questions.

Sincerely,  
**DAVIES HOWE LLP**



 Kyle Gossen

KG:asv

## **Subdivision (Model Home) Agreement**

THIS AGREEMENT made this       day of September, 2020.

B E T W E E N:

**LAURELPARK INC. AND DUNWIN DEVELOPMENTS LIMITED**

(Collectively referred to as the “Owner”)

-and-

**THE CORPORATION OF THE TOWNSHIP OF AMARANTH**

(“Township”)

**WHEREAS** the Owner warrants that it is the registered Owner in fee simple of the lands described in Schedule "A" to this Agreement (“the Subject Lands”) upon which Subject Lands the Owner intends to develop a plan of subdivision (“the Plan”);

**AND WHEREAS** the Plan has received draft Plan(s) of Subdivision approval known as the Valley Grove and Hamount Subdivisions as referenced in Schedule “B” to this Agreement;

**AND WHEREAS** the Township has confirmed that Phase 1 of the Plan (“Phase 1”) shall be as referenced in Schedule “F” to this Agreement;

**AND WHEREAS** the Owner has requested that the Township enter into this Agreement to permit the construction of a model home to facilitate the Owner marketing the Plan and for the Owner to be able to enter into conditional sales agreement(s) for lot(s) on Phase 1 of the Plan subject to the execution of the Purchaser’s Acknowledgement attached as Schedule “I”;

**AND WHEREAS** the Township has granted this request subject to the provisions of this Agreement;

**AND WHEREAS** section 51 (25)(d) of the *Planning Act* provides authority for the Township to require the Owner to enter into Agreement(s) prior to obtaining final approval;

**AND WHEREAS** section 51(26) of the *Planning Act* provides that such Agreement(s) may be registered on the title of the land to which it applies and that the Township is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owners of the land;

**AND WHEREAS** the Owner has requested that the Township enter into this Agreement prior to the completion and execution of the Subdivision (Comprehensive Phase 1) Agreement between the Owner and the Township;

**NOW THEREFORE** in consideration of the Township granting the Owner’s requests prior to the execution of a Subdivision (Comprehensive Phase 1) Agreement between the parties, and in consideration of the mutual covenants, agreements and promises herein contained and the sum of two dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agrees as follows, including agreeing that the above recitals are true:

### **1. Term**

(1) This Agreement shall remain in full force and effect until such time as all of the obligations herein have been fulfilled. This Agreement may also be incorporated into and subsumed by the Subdivision (Comprehensive Phase 1) Agreement or other form of development agreement in relation to the Subject Lands.

## **2. Acknowledgement By the Owner**

(1) The Owner acknowledges that by proceeding in advance of the execution of the Subdivision (Comprehensive Phase 1) Agreement and prior to final approval of Phase 1, it is doing so totally at its own risk. Further the Owner acknowledges and agrees that it shall be responsible to the Township for the fulfilment of all obligations, covenants and provisions set out in this Agreement.

## **3. Required Approvals**

(1) Prior to the commencement of any site alteration, grading – unless specifically authorized under the Subdivision (Preliminary Grading) Agreement -- or other construction activities, and the construction of the model home, the Owner shall provide obtain all required approvals as set out under Section. 4 paragraph (2) of this Agreement.

## **4. Model Home**

(1) “Model Home” is defined as a single detached house used temporarily for display purposes by the Owner prior to the Model Home being converted and occupied as a dwelling, all pursuant to the terms of this Agreement and/or a further Subdivision (Comprehensive Phase 1) Agreement to be entered into between the Township and Owner.

(2) The Owner may, at its option, apply for all necessary approvals, including a building permit, to permit the construction of a Model Home subject to the following terms and conditions being satisfied. It is acknowledged that the Owner may apply for a building permit for the Model Home in advance of satisfying the following provisions, however, the Owner specifically agrees that should such application be made, that it shall not request, nor shall the Township be obliged to issue municipal approval to permit the issuance of the building permit by the County Chief Building Official until the following provisions are satisfied:

- (a) compliance with Section. 3 paragraph (1) of this Agreement;
- (b) compliance with the Ontario Building Code Act;
- (c) a maximum of one Model Home shall be permitted within the Subject Lands;
- (d) the Model Home shall only be constructed on the draft lot 46 as shown on the Valley Grove Draft Plan which Plan is as described in Schedule “B” and which is also Lot 26 as shown on the Draft M Plan as described in Schedule “F” and may also include temporary parking facilities on draft lot 47 as shown on the Valley Grove Draft Plan which Plan is as described in Schedule “B” and which is also Lot 27 as shown on the Draft M Plan as described in Schedule “F” (collectively “the “Subject Lot”);
- (e) evidence to the satisfaction of the Township Engineer that the environmental condition of Subject Lot is satisfactory for its use as a model home. Such evidence does not waive the Record of Site Condition requirement in the condition 39 e. of the Valley Grove draft plan conditions;
- (f) confirmation from and satisfaction of the Credit Valley Conservation with respect to all stormwater management facilities and sediment and erosion control measures dealing with the construction and use of the model home on the Subject Lot, together with satisfying the Township Engineer with respect to these requirements, including their installation and construction. To the extent that any existing stormwater facilities on County Road #16 are to be utilized as a temporary measure, approval of the County of Dufferin and their use shall be to the satisfaction of the County of Dufferin;
- (g) compliance with all provisions of the applicable zoning, including By-law 14-2009 as amended, and including but not limited to all required setbacks, as if all lot lines and streets within the Valley Grove Draft Plan were in existence;

- (h) approval by the Township of a Detailed Site Plan for the Model Home. Such Detailed Site Plan shall be prepared by the Owner's Consulting Engineer and shall indicate the location of the Model Home, top of foundation wall elevations, any parking facilities, access driveway, grading, services and such other matters as may be required by the Township Engineer together with such other grading drawings as the Township Engineer may require to demonstrate that the Subject Lot can be appropriately graded to be compatible with the rest of the Valley Grove Draft Plan including demonstrating that the future driveway for the dwelling can be accessed from the future grade of Street "D". Such drawings are listed in Schedule "D" of this Agreement and form part of this Agreement;
- (i) approval of a design together with drawings of the Model Home and such associated works on the Subject Lot as the Township may permit in accordance with the requirements of the conditions of draft plan approval including condition 29 requiring the provision of Architectural Design Guidelines. Should the Model Home be proposed for construction prior to the approval of the Guidelines, the Owner shall provide documentation that the Model Home being proposed for construction is in keeping with the requirements of condition 29 to the satisfaction of the Township. Such drawings are listed in Schedule "D" of this Agreement and form part of this Agreement;
- (j) acknowledge that the model home shall not be serviced with municipal water supply and/or private sewage system until it may be converted to a dwelling pursuant to the terms of this Agreement. Notwithstanding same, the Owner acknowledges that prior to construction, documentation shall be provided as set out in the next three subparagraphs to demonstrate that the servicing of the model home as a dwelling may be subsequently delivered;
- (k) provide water supply servicing drawings, including water lateral connection from the model home to proposed Street "D" to the satisfaction of the Township Engineer, and if required to do so, constructing such water supply connections from the dwelling to proposed Street "D" as part of the model home construction with such connections not be in operation until approvals are secured for the model home to be converted in a dwelling;
- (l) provide private sewage system drawings including a tertiary (level IV) septic system for denitrification ("private sewage system") as part of the Detailed Site Plan submission to the satisfaction of the Township Engineer, including providing documentation from the Chief Building Official to the satisfaction of the Township Engineer, that the private sewage system shall be able to be constructed to service the model home in the future as a dwelling;
- (m) make provision for all permanent utility connections to the satisfaction of the Township Engineer;
- (n) having obtained and subsequently installing a temporary hydro connection from Hydro One to the satisfaction of the Township Engineer;
- (o) having obtained an entrance permit to the Subject Lot using that part of Street "D" -- as shown on the Valley Grove Draft Plan which Plan is as described in Schedule "B" and which part of Street "D" is called John Howard Crowe Drive on the draft M Plan as described in Schedule "F" -- for the purposes of model home access on a temporary basis from the County to satisfaction of the County together with providing such documentation to the satisfaction of Township and to construct such access to the satisfaction of the County and to the satisfaction of the Township Engineer, including the provision of and maintenance of a mud tracking pad for construction vehicles;

- (p) protection of all trees and shrubbery, if any, on the Subject Lot, including those within the 3.0 m Landscape Buffer along County Road #16, to the satisfaction of the Township and, with respect to the Subject Lot and surrounding lands, in accordance with the drawings approved under subparagraphs (e) and (f) as listed in Schedule “D”, unless the Township specifically agrees to the removal of trees and shrubbery, which approval shall be subject to replacement vegetation as set out in approved plans;
  - (q) grading the Subject Lot in accordance with the approved Detailed Site Plan to the satisfaction of the Township Engineer;
  - (r) grass and/or sod the Subject Lot with such grassing and/or sodding and its timing to be as directed by the Township Engineer and to the satisfaction of the Township Engineer;
  - (s) finishing the access driveway and parking facilities with crushed stone, or other materials with such finishing and its timing to be as directed by the Township Engineer and to the satisfaction of the Township Engineer;
  - (t) installation of all temporary and/or permanent fencing to the satisfaction of the Township Engineer;
  - (u) carry out all construction as set out on the approved plans as listed on Schedule “D” as directed by the Township Engineer and to the satisfaction of the Township Engineer;
  - (v) provision of a portable washroom in such a location on the Subject Lot as directed by the Township Engineer, with such regular maintenance and upkeep of the portable washroom to be the ongoing responsibility of the Owner, and which portable washroom shall be only open when the model home is being used as a sales office and at all other times shall be locked. The Owner shall further implement all Provincial and Health Unit COVID-19 sanitation protocols in the use of the portable washroom on an ongoing basis;.
  - (w) payment of the development charge for the Subject Lot together with payment of lot grading and inspection fee for the model home, being \$2,500.00. The Owner acknowledges that additional fees and charges shall be required to be paid subsequently pursuant to the Subdivision Agreement(s) to be entered into between the Township and Owner;
  - (x) provision of a policy of insurance as set out in this Agreement;
  - (y) compliance with all directives from the Township Engineer, the Township’s Director of Public Works and/or the Township’s Fire Chief;
  - (z) preparation and approval of the community information map as set out in Section. 5 paragraph (1) of this Agreement, and execution and filing of the Schedule “I” including the approved community information map as part of the materials filed for the clearance by the Township of the requisite building permit application for the model home;
  - (aa) display of the approved community information map together with the notice clauses as set out in Schedule “I” in large scale format within the Model Home to the Township’s satisfaction at all times when the Model Home is being used for display purposes; and,
  - (bb) should the builder of the Model Home be any other builder than the Owner, written consent by the Township for such builder to construct said model home.
- (3) The security under Section 7. entitled **Security** is, in addition to the paragraphs under that

section, provided as follows with respect to the model home(s) to provide the demolition of the model home in the event that the Owner does not:

- (a) comply with Section 4. paragraph 2 (a) to (bb);
  - (b) obtain final approval of the Plan(s) prior to the lapsing date for draft approval of the Plan, (unless the Township agrees in writing to an extension of this time period);
  - (c) register the Plan(s) on title within 30 days of the granting of final approval of the Plan(s), pursuant to section 51(59) of the Planning Act, (unless the Township agrees in writing to an extension of the 30 day time period);
  - (d) compliance with all provisions of this Agreement as well any other Subdivision Agreement(s), including the Subdivision (Preliminary Grading) Agreement and the future Subdivision (Comprehensive Phase 1) Agreement between the Township and the Owner applicable to the Subject Lands; and,
  - (e) payment of all monetary obligations arising out of this Agreement.
- (4) The Owner covenants and agrees that the Model Home constructed under the provisions of this Agreement shall be used for the sole purpose of display to promote the sale of residential dwellings in the Plan(s) and shall not be occupied as a dwelling until the requirements of the Subdivision (Preliminary Grading) Agreement together with the future Subdivision (Comprehensive Phase 1) Agreement including the occupancy provisions of that Agreement have been fulfilled.
- (5) In addition, the Owner covenants and agrees that prior to the Model Home being converted to a dwelling, the following must occur all to the satisfaction of the Township;
- (a) removal of the temporary access from County Road #16 including surrendering the entrance permit, all of which shall also to the satisfaction of the County of Dufferin;
  - (b) removal of the parking area including its finishings;
  - (c) removal of the temporary hydro hookup with Hydro One;
  - (d) Removal of all signage, marketing materials, temporary structures, flags, decorative fencing, walkways and plantings incidental to the use of the model home (unless the Township permits such fencing, walkways and/or plantings to remain as part of the conversion of the use of the model home to a dwelling);
  - (e) obtaining a change of use building permit for the conversion from a model home to a dwelling;
  - (f) obtaining a building permit for the private sewage system consistent with the drawings previously submitted, and constructing and installing the private sewage system and making such private sewage system operational;
  - (g) obtaining all approvals from the Township for the water service connection, including constructing and installing any water supply works not previously built, and making all such water supply works operational, including paying all requisite water service connection and administration fees as set out in the Comprehensive (Phase 1) Agreement;
  - (h) installation of any utilities not yet constructed and making same operational, which shall also be to the satisfaction of the respective utility company(ies);
  - (i) adjusting the grading as may be required;

- (j) obtaining an entrance permit for the driveway to Street “D”, and constructing the driveway including the driveway apron, and including such mud tracking and/or cleaning measures as may be required;
- (k) planting the landscaping and vegetation as shown on the approved subdivision drawings, including completing that part of the visual barrier along County Road #16 previously occupied by the temporary access and including the planting of the boulevard trees (2) along Street “D”;
- (l) grassing and/or sodding any disturbed part of the Subject Lot and the boulevard along Street “D”;
- (m) removal of any temporary fencing and installation of fencing of the Subject Lot as shown on the approved subdivision drawings;
- (n) paying any additional fees and charges, including such development charges as may be applicable under a change of use building permit. Should development charges not be payable for such conversion for any reason, then the Owner agrees that it shall pay the difference between the development charges paid for the model home and the development charges applicable at the date of conversion; and,
- (o) complying with any additional provisions of the Subdivision (Comprehensive Phase 1) Agreement as may be required by the Township.

(6) In the event that the Owner has ceased work as set out under Section. 8 entitled Cessation of Works and Services and/or has not proceeded to enter into a Subdivision (Comprehensive) Agreement with the Township in respect of the Subject Lands, within a reasonable period of time, as determined by the Township in its sole discretion, and where no request for an extension has been received and/or granted, then the Township may, upon written notification to the Owner, which notice shall be pursuant to Section. 17 of this Agreement, require the Owner to immediately

- (a) demolish the Model Home; and,
- (b) restore the Subject Lands to a condition satisfactory to the Township.

(7) In the alternative to the foregoing paragraph, and provided that the Owner has requested in writing that draft approval of the Plan be withdrawn and/or that the Plan (or Part thereof) be deemed not to be registered (or such other legislative measure be taken to preclude the Plan from developing), the Owner may request that the Township permit the Model Home to be occupied as a dwelling. Such permission may be granted by the Township in its sole discretion on such terms and conditions as the Township may see fit, including but not limited to, compliance with the Ontario Building Code Act, and all applicable law thereunder, including compliance with the provisions of the applicable Township Zoning By-law, and subject to satisfactory servicing arrangements being entered into with the Township, Hydro One, and any utilities, and subject to meeting all provisions of Section. 4, paragraph (5). The granting of permission under this paragraph shall be at the sole discretion of the Township, and this paragraph provides no representation or assurance, either express or implied, that such a request will be granted.

(8) In the event that no action is taken by the Owner, satisfactory to the Township, to address the provisions of Section 4. paragraphs (5) and (7), or in the alternative Section 4. paragraph (6), within sixty days (60) days after the provision of notice, the Township shall have, and is hereby given by the Owner, the right to enter upon the Subject Lands and to do and perform any and all actions, matters and things that may be required to demolish any Model Home on the Subject Lands. In pursuance thereof, the Township may hire labour, equipment and purchase such materials as the Township considers necessary. All expenses incurred by the Township pursuant to this paragraph shall be charged against the Security required under this

Agreement. Should such Security be insufficient, the Township may charge the expenses against any security held under any subdivision agreement(s) pertaining to the Subject Lands, or recover such expenses by action in the Courts, or add the expenses to the tax roll for the Subject Lands to be collected in like manner as municipal taxes and this Agreement may be pleaded as estoppel against any defence to such an action by the Owner.

(9) The Owner expressly agrees that the provisions of this agreement and construction of any Model Homes are for its benefit, and it is assuming all the risk and consequences associated with such construction.

(10) The Owner acknowledges that the Township's Subdivision (Comprehensive Phase 1) Agreement shall have provisions dealing with the Issuance of Building Permits and Occupancy. Those provisions of any such subdivision agreement(s) shall apply *mutatis mutandis* to this agreement prior to the model home being able to be considered to be used as a dwelling; and further that this Agreement may, at the Township's option, form a Schedule to any Subdivision (Comprehensive Phase 1) Agreement.

## **5. Agreements of Purchase and Sale**

(1) The Owner shall prepare a Community Information Map for approval by the Township which form and content shall be to the satisfaction of the Township.

(2) The Owner has requested direction from the Township with respect to the required Schedule to be included within Agreements of Purchase and Sale which is attached as Schedule "I" to this Agreement, and which shall include the Community Information Map.

(3) The Owner specifically agrees to include Schedule "I", or its complete content, as part of any conditional Agreement of Purchase and Sale(s) for the Subject Lands. It is specifically agreed that the Township shall not be obligated to issue municipal clearance for any building permit(s) for dwelling(s) prior to the receipt of the executed Schedule "I", or its complete content, by the builder or homebuyer as the case may be. In the circumstances where the Schedule "I", or its complete content, has been executed by a builder, the Township reserves the right to require the provision of an executed Schedule "I", or its complete content, from the homebuyer buying from the builder prior to permitting occupancy. The preliminary Schedule is attached as Schedule "I" to this Agreement and shall include the approved Community Information Map.

(4) The Owner acknowledges that Schedule "I" is preliminary. The final Schedule "I" for Phase 1 shall be part of the Subdivision (Comprehensive) Agreement(s), and shall be Schedule "I", being the Schedule reserved in such agreements. As Schedule "I" to this Agreement is preliminary, the Township reserves the right to require further amendment to this preliminary Schedule "I" as part of the finalization of the Subdivision (Comprehensive) Agreement(s) including the Subdivision (Comprehensive Phase 1) Agreement. In such circumstances, the Owner shall be required to provide an amended executed final Schedule "I" as set out in the applicable Subdivision (Comprehensive) Agreement(s) by the purchaser as part of the documentation filed to request municipal clearance of the requisite building permit.

## **6. Fees**

(1) The Owner shall pay to the Township at the time of execution of this Agreement an administrative fee in the amount of \$2,000.00.

(2) The Owner shall pay to the Township at the time of execution of this Agreement a lot grading and architectural control review fee for the model home in the amount of \$2,500.00.

(3) The Owner acknowledges that development charges shall be paid as part of the building permit application process for the model home.

(4) Should the model home not be permitted to be converted to a dwelling for any reason, the Owner waives any reimbursement of fees, charges, invoices incurred to the date of refusal. The Owner further acknowledges its obligations to pay additional fees and charges upon requesting

conversion of the model home to a dwelling, including those as set out in Section 4. paragraph 5 (m).

(5) The Owner shall also pay such reasonable fees as may be invoiced to the Township by the Township Solicitor, the Township Engineer and the Township Consulting Planners, and any outside consultants, (collectively “the Township consultants”), in connection with the review of the matters set out in this Agreement, approval of the Development, registration of this Agreement, and the preparation, processing, review and completion of the terms of this Agreement or any other supplementary agreements required to facilitate this Development. Such fees include any on-site or field inspections undertaken by the Township Engineer.

## **7. Security**

(1) The Owner agrees to deposit with the Township, at the time of execution of this Agreement and in a form that is satisfactory to the Township, security in the amount as set out in Schedule “E” to this Agreement. The required security shall be issued by a financial institution in the form of an irrevocable letter(s) of credit, cash or such other equivalent security satisfactory to the Township’s Treasurer and the Township Solicitor, and is collectively referred to in this Agreement as the “Security”. Should such Security be in the form of letter(s) of credit, such letter(s) of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Owner shall keep the letter(s) of credit in full force and in effect and shall be renewed from time to time until the Township determines such security is no longer required. Upon the Township making such a determination the unspent portion of the Security shall be returned to the Owner without interest or credited to the deposit required by the Township pursuant to further Subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement or other Development Agreement with the Township. Such determination shall be in the Township’s sole discretion.

(2) The Owner agrees that the Security constitutes earnest money to ensure performance of this Agreement in the event of breach of this Agreement by the Owner, but provision of such security does not limit the Owner's liability should damages resulting from the Owner's breach exceed the value of the Security. The Security received and held by the Township in accordance with this Agreement may be applied and used by the Township to address not only the matters for which the Security is expressly required, but may also be applied and used by the Township in accordance with the remedial provisions of this Agreement, to any other matter, expense or obligation of the Owner. Should such Security be applied and used against any other matter, expense or obligation of the Owner, it is agreed that such Security is deemed to be expressly received for such purpose. Prior to the use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.

(3) In the event that the Owner, in the sole opinion of the Township, breaches any provision of this Agreement, the Owner agrees that the Township, through its employees, Township consultants, together with its agents or contractors, may in its sole discretion, draw upon and utilize the Security to perform any obligations of the Owner pursuant to this Agreement or to redress any harm or damages that have or may occur from the breach, provided the Township has given the Owner notice of such breach and SEVEN calendar days have elapsed since such notice has been provided, without steps satisfactory to the Township to redress the breach, having been taken by the Owner. The Owner hereby expressly consents to such entry by the Township’s employees, Township consultants, contractors or agents. Prior to the use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.

(4) Where, in the opinion of the Township, any damage to any property has been caused directly or indirectly, or by reason of any default of the Owner under the provisions of this Agreement, the Township has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Township within SEVEN days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to pay such account, the Township may draw upon the Security.

(5) Use of the Security by the Township shall not relieve the Owner of any of its obligations pursuant to this Agreement.

(6) In addition, the Owner shall continue to maintain on deposit with the Township a cash deposit in the amount of \$20,000.00 to be drawn on to reimburse the invoices rendered by the Township Consultants, from time to time, and such deposit shall be replenished from time to time as required by the Township Treasurer. The Township shall provide copies of invoices received to the Owner and demand payment from the Owner. Should the Owner fail to make such payment within THIRTY days of such demand, the Township may draw on the Security without notice to the Owner. Subsequent to the Township Consultants advising the Township that their respective files have been closed on this matter, and subject to all invoices having been paid, and all other financial matters being in good standing, the Township shall remit remaining monies of the replenished deposit, if any, to the Owner without interest. It is agreed and understood that the subdivision application deposit of \$20,000.00 currently held by the Township as of the date of this Agreement for reimbursement of its ongoing invoices is the deposit to be acknowledged, utilized and replenished as required under this Agreement.

## **8. Cessation of Works and Services**

(1) The Owner agrees that it will proceed diligently to carry out the construction of the model home once all permissions, approvals and permits have been granted. Should the construction of the model home be interrupted for a period in excess of ONE month, for any reason, or should the Subdivision (Comprehensive Phase 1) Agreement not be fully executed within one year of this Agreement, the Owner agrees that it shall, if so required by the Township, restore, re-grade, topsoil and seed the Subject Lot and adjacent lands to the satisfaction of the Township or take remedial steps to the satisfaction of the Township.

## **9. Inspections and Right of Entry**

(1) The Township and its employees, Township consultants together with Township agents or contractors may at any time enter on any part of the Subject Lands, without notice to the Owner, to inspect the Subject Lands, including the Subject Lot, to ensure compliance with any of the terms of this Agreement. If considered necessary by the Township, the Township and its employees, Township consultants together with Township agents or contractors may make emergency repairs thereto without notice to the Owner. The cost of all such emergency repairs determined by the Township shall be paid forthwith by the Owner. In the event the Owner fails to make payment within THIRTY days of receipt of the account, such cost may be recovered by the Township from the Security.

## **10. Compliance with Applicable Legislation**

(1) The Owner agrees that it will comply with all applicable legislation in the performance of the obligations contemplated by this Agreement. Without limiting the generality of the foregoing, the Owner agrees to comply with all Township by-laws, and to obtain all approvals required of all other bodies having jurisdiction, including the County of Dufferin, Credit Valley Conservation, the Ministry of the Environment, Conservation and Parks and, the Ministry of Natural Resources and Forestry.

(2) Burning of garbage and debris is prohibited, unless the Township issues an approval to permit such burning.

## **11. Further Approvals**

(1) The Owner acknowledges that this Agreement does not predetermine, prejudice or constrain the Township's jurisdiction with respect to any additional subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement and/or the Subdivision (Comprehensive Phase 2) that is required for the development of the Valley Grove Plan and/or Hamount Plan, including any additional fees/charges and/or levies contained therein; and/or the approval, rejection or imposition of conditions, together with, in relation to any development approvals that are now or that may, in future, be proposed for the Subject Lands. Without limiting the generality of the foregoing, this Agreement does not predetermine, prejudice, fetter or constrain the Town's jurisdiction with respect to the approval, rejection or imposition of conditions related to final approval of the draft plans of

subdivision of the Subject Lands.

## **12. Indemnification**

(1) The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the Township, its elected officials, employees, personnel, servants, contractors, Township consultants, and agents from and against all actions, causes of action, interest, claims, demands, costs, (including legal costs) charges, damages, expenses, prosecutions, fines, rights of contribution, and loss which the Township may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from: (a) the Township entering into this Agreement; and, (b) from the implementation of the provisions of this Agreement by the Owner and/or the Township, and/or their respective Township consultants, employees, agents, assignees or contractors; and, (c) in respect of any failure by the Owner to fulfil its obligations under this Agreement.

(2) Notwithstanding any provision of this Agreement, the Township shall not be liable for and no provision of this Agreement shall be construed as imposing upon the Township any liability, in respect of any matter or thing arising directly or indirectly out of the provisions of this Agreement, for any damage or damages suffered by the Owner, or to any other employee, servant or agent of the Owner or to any property of the Owner or of any other person by reason of:

- (a) any inspection carried out by the Township, the Township Consultants or by a duly authorized employee, servant, contractor or agent of the Township under any By-law of the Town, under this Agreement or otherwise; or,
- (b) the failure of the Township, the Township Consultants or of any duly authorized employee, contractor or agent of the Town to carry out any inspection under any By-law of the Township, this Agreement or otherwise; or,
- (c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the Township, its elected officials, the Township Consultants or any duly authorized employee, servant, contractor or agent of the Town.

## **13. Insurance**

(1) The Owner shall throughout the term of this Agreement provide and keep in force, for the benefit of the Township, and the Owner, general liability insurance in an amount of not less than \$5,000,000.00 in respect of injury to or death of one or more persons or property damage. All insurance shall be effected with insurers and upon terms and conditions satisfactory to the Township. The Owner's policy shall insure the Owner(s); and name the Township as an additional insured; and, contain cross-liability and severability of interest provisions.

(2) The Owner shall promptly furnish to the Township copies of insurance policies and other evidence satisfactory to the Township as to such insurance and any renewals thereof.

(3) In the event that the Owner fails to insure as required or fails to promptly furnish to the Township satisfactory evidence of such insurance or of the renewal thereof prior to its expiration, the Township may, from time to time, effect such insurance for the benefit of the Owner or the Township or both of them for a period not exceeding ONE year(s) and any premium paid by the Township shall be recoverable by the Township from the Owner forthwith.

## **14. Liens**

(1) The Owner shall indemnify and hold the Township harmless from and against liability, claims, damages or expenses due to or arising from any claim made against the Subject Lands and/or any Township lands including future Township lands including Street "D" as shown on the

Draft Plan, where works and services and/or activities are being carried out pursuant to this Agreement for all liens related to all work done by or on behalf of the Owner. Any such liability, claims, damages or expenses incurred by the Township shall be paid by the Owner to the Township forthwith upon demand. The Owner shall further cause all registration of claims for construction liens or certificates of action under the *Construction Act*, as amended, and relating to any such work done by or on behalf of the Owner, to be discharged or vacated as the case may be within THIRTY days of such registration or within FIFTEEN days after notice from the Township.

## **15. Assignment**

(1) This Agreement shall not be assigned by the Owner or its assignees without an express written consent to assignment executed by all of the Parties to this Agreement and the assignee.

(2) For the sale of part of the Subject Lands -- as opposed to all of the Subject Lands -- the consent of the Township shall be obtained prior to entering into any Agreement of Purchase and Sale. If the sale is for all of the Subject Lands, that is all the interests of Laurelpark and Dunwin all together, to a purchaser such consent shall not be required, however Section 15. paragraph (1) shall continue to apply.

(3) In the event that the Owner enters into an Agreement to sell the Subject Lands or any part thereof, notice shall be provided forthwith to the Township, save and except for the conditional sale of lots on the Draft M Plan, which conditional sale is subject to the provisions of this Agreement.

(4) In the event that the Owner subsequently transfers, assigns or leases its interest in the Subject Lands or any part thereof, the Owner shall forthwith notify the Township in writing of such transfer or assignment together with the names and addresses of the transferees or assignees.

## **16. Registration**

(1) This Agreement shall be enforceable by and against the Owner(s) jointly and severally, their heirs, executors, administrators, successors, and permitted assigns. This Agreement and all of the covenants by the Owner in this Agreement contained therein shall run with the Subject Lands for the benefit of the Township and the land or interest in land owned or to be owned by the Township upon the registration of a plan of subdivision in respect of the Subject Lands.

(2) The Owner agrees to register this Agreement in a form that is satisfactory to the Township in priority to all other encumbrances in the Land Titles Division of the Land Registry Office for the County of Dufferin (No. 7) against the Subject Lands immediately upon execution of this Agreement, and the Owner shall deliver to the Township a Certificate of Title confirming such registration, together with supporting documentation, which Certificate and supporting documentation shall be to the satisfaction of the Township Solicitor. Without limiting the generality of the foregoing, the Owner shall obtain such postponements as the Township may require in its sole discretion, to ensure priority of this Agreement.

## **17. Notice**

(1) Any notice to be given pursuant to this Agreement shall, unless otherwise specified in this Agreement, be delivered or sent by registered letter or facsimile transmission to the Owner and the Township as follows:

TO THE OWNER:

Laurelpark Inc./Dunwin Developments Limited  
Attention: Mark Crowe  
2458 Dundas Street West, Unit #9  
Mississauga, Ontario  
L5K 1R8  
Fax:

TO THE TOWNSHIP:

The Clerk

Township of Amaranth  
374028 6th Line  
Amaranth ON L9W 0M6.  
Fax: 519-941-1802

or to such other address as the Owner and the Township may respectively from time to time appoint in writing, and any such notice, if mailed, shall be conclusively deemed to be received by the other Party FIVE business days after the date of the mailing thereof postage prepaid OR upon receipt of the dated confirmation of the facsimile transmission. In the alternative, a Party may be served by email, however, such notice is effective only provided the Party receiving the notice has acknowledged its receipt.

## **18. No Waiver of Default**

(1) No condoning, excusing, overlooking or delay in acting upon by the Township or the Town, as the case may be, of any default, breach or non-observance by the Owner at any time or times in respect of any covenant, provision or condition in this Agreement shall operate as a waiver of the Township's rights under this Agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver in writing.

## **19. Entire Agreement**

(1) The Owner acknowledges that there are no covenants, representations, warranties, Agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or imported by reference in this Agreement, and that this Agreement constitutes the entire Agreement duly executed by the Township and the Owner.

## **20. Interpretation**

(1) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

## **21. Force Majeure**

(1) Notwithstanding anything to the contrary in this Agreement, if the Owner shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, an inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, sabotage, rebellion, war, or act of God; which is not the fault of the Owner in performing the work or doing the act required under the terms of this Agreement, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The COVID-19 Pandemic is specifically included in this clause, and shall be defined as the time period that the Province of Ontario has determined that emergency orders are in place that preclude the carrying out of any of the terms of this Agreement.

## **22. Time and Obligations**

(1) Time shall be of the essence of this Agreement in all respects.

(2) Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be within its power in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

(3) Where an obligation is imposed upon the Owner in this Agreement, it is understood that it is to be carried out at the Owner's cost.

(4) Each Party shall act in good faith and reasonably throughout this Agreement.

**23. Estoppel and Severability**

(1) No Party shall call into question, directly or indirectly, in any proceeding whatsoever in law or in equity or before any court or administrative tribunal, the right of any Party to enter into this Agreement, or to enforce each and every term, covenant and condition herein and therein contained, and this clause may be pleaded as estoppel against the Party doing so in any such proceeding.

(2) If any of the provisions in this Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions in this Agreement shall not be affected or impaired to the extent possible.

**24. Counterparts**

(1) This Agreement may be executed in one or more counterparts, which together constitute a complete set of the Agreement, and executed counterparts may be delivered by email or facsimile.

**25. Applicable Law**

(1) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract.

**26. Number and Gender**

(1) When the context so requires or permits, the singular number or word is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

**27. Headings**

(1) The headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision thereof.

In witness whereof the Parties have duly executed this Agreement. The effective date of this Agreement shall be the date of its execution by the Township and the Township shall insert such date on page 1 of this Agreement.

**LAURELPARK INC.**

\_\_\_\_\_  
[Witness – Signature]

Per: \_\_\_\_\_ c/s  
Mark Crowe

Position: \_\_\_\_\_

I have authority to bind the corporation.

\_\_\_\_\_  
[Witness – Print]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Address]

**DUNWIN DEVELOPMENTS LIMITED**

\_\_\_\_\_  
[Witness – Signature]

Per: \_\_\_\_\_ c/s  
Mark Crowe

Position: \_\_\_\_\_

I have authority to bind the corporation.

\_\_\_\_\_  
[Witness – Print]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Address]

**THE CORPORATION OF THE  
TOWNSHIP OF AMARANTH**

\_\_\_\_\_  
Mayor Robert Currie

c/s

\_\_\_\_\_  
Nicole Martin Acting CAO/ Clerk

**Schedule “A”**

**Description of Subject Lands**

**Subdivision File No:** 22-T-04004  
**Name of Subdivision:** Valley Grove Subdivision

**Legal Description:**

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0137 (LT) Qualified owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0148 (LT) owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0147 (LT) owned by Dunwin Developments Limited

**Subdivision File No:** 22-T-02002  
**Name of Subdivision:** Hamount Subdivision

Part of Lots 1 & 2, Concession 1, described as Part 1, 7R 5445 in the Township of Amaranth, in the County of Dufferin, PIN 34038-0134 (LT) owned by Laurelpark Inc.

Note: It is acknowledged that the Owner is collectively referring to the Valley Grove Subdivision and the Hamount Subdivision as ~~the Homestead~~ The Verdon Collection Subdivision.

**Schedule “B”**

**Draft Plan of Subdivision**

Draft Plans prepared by IBI Group.

The draft Plans of Subdivision for the Valley Grove and Hamount Subdivisions may be viewed at:

Township of Amaranth  
Clerk's Office  
374028 6th Line  
Amaranth ON  
L9W 0M6

**Schedule “C”**

**Subject Lot**

**Subdivision File No:** 22-T-04004  
**Name of Subdivision:** Valley Grove Subdivision

**Subdivision File No:** 22-T-02002  
**Name of Subdivision:** Hamount Subdivision

Draft Plan Lots 46 and 47 as shown on the Valley Grove Draft Plan of Subdivision as described in Schedule “B” which is also Lots 26 and 27 as shown on the draft M Plan (as described in Schedule “F”), together with an entrance from County Road #16 (which entrance is subject to County approval).



**Schedule “E”**

**Fees/Security to Be Paid/Deposited to the Township**

**1. Summary of Cash Payments**

The Owner shall pay to the Township, prior to the execution of this Agreement by the Township:

- a) Township of Amaranth administration fee which amount is calculated to be the sum of \$2,000.00;
- b) Lot grading and architectural control review fee for the model which amount is calculated to be the sum of \$2,500;
- c) Provide such monies as necessary to bring its developer account with the Township into good standing including satisfying 1 d) below:
- d) A continuing deposit for fees of the Township Engineer, Township Solicitor, Township Consulting Planners together with any other consultants, as required, and which deposit shall be replenished from time to time as may be required in the amount of \$20,000.00.

**2. Summary of Security Deposits**

The Owner shall deposit with the Township prior to the execution of this Agreement a security in the amount of:

Total Security	\$50,000.00
----------------	-------------

Such security to be in a form satisfactory to the Township Treasurer and the Township Solicitor in accordance with Section. 7 of this Agreement.

**Schedule “F”**

**Draft M Plan**

**Schedules “G” to “H”**

Schedules “G” to “H” are reserved and not utilized in this Agreement.

## Schedule “I”

### Purchaser’s Acknowledgement

#### LOT NO. [#] ON DRAFT M PLAN (to be filled in)

I/We are a purchaser of a building lot/house in the Verdon Collection Subdivision (formerly known as Valley Grove and Hamount subdivisions).

I/We acknowledge that the Agreement of Purchase and Sale that I/We entered into stated the following, and that I/We have been given the following documents when I/We signed the Agreement of Purchase and Sale:

1. The Draft Plan of Subdivision prepared by IBI Group was draft plan approved by the Ontario Municipal Board and such draft plan approval was further revised and confirmed by the successor Tribunal being the Local Planning Appeal Tribunal by Order dated September 11, 2019. The Draft Plan of Subdivision has not obtained final approval or registration, and under the *Planning Act* modifications or amendments to the Draft Plan of Subdivision are permitted, together with the withdrawal of Draft Plan approval should the Plan exceed its lapsing date without the lapsing date being extended.
2. I/We received a paper copy of the Community Information Map (approved by the Township of Amaranth, (“Township”)) which document shows Phase 1 of the draft approved Plan of Subdivision and which map is part of this Schedule, being the Draft M Plan.
3. I/We acknowledge being advised that the lot is subject to one of more Subdivision Agreements with the Township. I/We acknowledge and agree to be bound by and to comply with the Subdivision Agreements, which run with the land, and shall not take act or omit to take any act that would have the effect of a default under the Subdivision Agreements. I/We acknowledge that until the Plan of Subdivision is final and registered that the Township may amend its requirements, including requiring additions to this Schedule set out herein.
4. I/We acknowledge being advised by a clause in the Agreement of Purchase and Sale that with respect to the water supply that the house being purchased shall be serviced:
  - a. by municipal water supply pursuant to a Water Servicing Agreement between the Township and the Town of Orangeville;
  - b. a water supply connection charge shall be invoiced by the Township;
  - c. the Township (and/or its designate) shall be invoicing water bills once the house is constructed.
5. I/We were advised by a clause in the Agreement of Purchase and Sale that with respect to sewage servicing that the house being purchased shall be serviced:
  - a. by a private septic system including a tertiary (level IV) septic system for denitrification (“private septic system”) which shall require regular maintenance at the my/our expense;
  - b. the house is not serviced by a public sewage system;
  - c. the private septic system shall be installed in accordance with the locations as shown on the Detailed Site Plan;
  - d. I/We were given a copy of the Detailed Site Plan as a schedule to the Agreement of Purchase and Sale;
  - e. [In the alternative, should the execution of this Schedule by the Purchaser predate the approval of the Detailed Site Plan by the Township, then]: I/We understand that it is the Vendor’s responsibility to provide a copy of the approved Detailed Site Plan to myself/us. Further, the application for municipal clearance of the building permit shall include a copy of the approved Detailed Site Plan

acknowledging receipt by myself/us by printing and signing my/our name(s) and dating the Detailed Site Plan; and,

- f. the Vendor shall provide a copy of an information package as approved by the Township which package shall include operating manuals and shall detail the usage, operation and maintenance of the private septic system including a tertiary (level IV) septic system for denitrification and the Vendor shall advise how the private septic system is to be used, operated and maintained, including requiring the myself/us to enter into an ongoing maintenance agreement for the tertiary (level IV) denitrification system. I/We understand that I/We must acknowledge receiving a copy of the information package and being so advised prior to occupying the house.
6. I/We were advised by a clause in the Agreement of Purchase and Sale that with respect to the grading, servicing and building restrictions:
  - a. The Vendor reserved the right, notwithstanding completion of the sale, to enter upon the lot for a period of one (1) year after the completion of the sale or until the Township assumed its Works, whichever date is later, in order to alter the grading of the lot in compliance with the Detailed Site Plan;
  - b. Where roof leaders are installed, I/We understand and agree that there are continuing lot grading obligations and requirements and a restrictive covenant regarding the discharge of roof leaders to the ground, which shall run with the land, in favour of the municipally owned lands, including the roadways. I/We were advised that surface drainage including roof leaders and foundation drains must be directed away from the septic bed(s);
  - c. I/We acknowledge and understand that the grading on the lot has been designed to accommodate the private septic system, and such grading shall not be altered and/or modified. Further I/We acknowledge that the grading on the lot has been designed for storm water management and such grading shall not be altered without the written consent of the Township. Further I/We acknowledge that the Township has been granted a restrictive covenant which shall run with the land prohibiting the alteration of grading without the Township's written consent, which restrictive covenant shall run with the land, in favour of the municipally owned lands, including the Township's roadways;
  - d. I/We acknowledge building restrictions are imposed on the lot, which restrictions prohibit the construction, erection or placement of the following on the primary bed location: any structures or buildings, including accessory buildings; swimming pools; decks; berms; foundations; trees; paving stones. In addition these building restrictions prohibit the construction, erection or placement on the reserve bed location: any structures or buildings, including accessory buildings; swimming pools; decks; berms; foundations; paving stones; and the planting of any additional trees. Existing trees subject to the tree preservation plan approval are not required to be removed from the reserve bed location unless the usage of the reserve bed becomes necessary. Further, the building restrictions also prohibit the installation of any underground lawn irrigation systems or automatic water sprinkler devices within the primary bed area (or reserve bed area), or in any area which may detrimentally affect the operation and effectiveness of the primary bed area.
7. I/We acknowledge that any application for municipal clearance of building permit for a house shall include only drawings and elevations in accordance with the approved "Architectural Design Guidelines ("the Guidelines"). Should the execution of this Schedule by myself/us predate the approval of such Guidelines, then I/We understand that it is the Vendor's responsibility to provide us with a copy of the Guidelines. Further, the application for municipal clearance of the building permit shall include confirmation by the Purchaser of receipt of the Guidelines.

8. I/We acknowledge that mail delivery shall be to a designated Community Mailbox and that I/We have been shown the location of the designated Community Mailbox as shown on the Community Information Map (and subject to any revision required by the Township and/or Canada Post). I acknowledge that a temporary location for the Community Mailbox may be in place for a period of time.
9. I/We acknowledge being shown the location of any catchbasins, streetlights, service pedestals, transformers and all other above ground utilities, including any located on our lot (and if I/We have not been shown such location, I/We understand that should any above ground utilities be intended to be located on the lot that it is the Vendor's responsibility to inform myself/us when this is known).
10. I/We acknowledge that there are no sidewalks to be constructed within the Plan, nor are there any sidewalks along County Road #16 and that the location of street lights shall be as determined by the Township.
11. I/We acknowledge that there shall be a maximum of one driveway entrance per house and that circular driveways shall not be permitted. No driveway access shall be permitted onto County Road #16.
12. I/We acknowledge being advised that the Township assumes no responsibility for the maintenance of driveway aprons on Township property.
13. I/We acknowledge being advised that the maintenance of any retaining walls constructed on the lot shall be the responsibility of the homeowner, and that no retaining wall shall exceed the height of 1.5 metres on the exposed face, unless such exceedance is approved in writing by the Township Engineer prior to the construction of the retaining wall..
14. I/We acknowledge being advised, with respect to the Upper Grand District School Board as follows:

“In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”

I/We acknowledge being advised, with respect to the Dufferin-Peel Catholic District School Board as follows:

“Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school; and,

That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

15. I/We acknowledge being advised that Block 72 is being dedicated to the Township for park purposes. The development of the parkland for public purposes, such as playgrounds or playing equipment, beyond passive open space, is undetermined, and may or may not occur, save and except for any parkland facilities paid for by the Vendor.
16. I/We acknowledge being advised that Blocks 69-71 has been dedicated to the Township as valleylands. The development of the valleylands, including a trail system for public purposes within Block 69-71 is undetermined and may or may not occur.

17. I/We acknowledge that lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock, and normal farm practices are to be anticipated on these lands. I/We acknowledge being advised that additional lands beyond the Phase 1 subdivision lands are owned by the Vendor and may continue to be used for agricultural operations including the growing of crops. Additionally lands in the vicinity of the subdivision are licensed for aggregate operations which may generate dust, traffic and noise. I/We have been further advised as follows: Potential noise, dust and odour disturbances may emanate from neighbouring properties including those noises, dust and/or odour caused by area agricultural operations, the operation of the adjacent aggregate pit, and Dufferin County Rd. #16.
18. I/We acknowledge being provided with information from the County of Dufferin regarding household waste management programs and household garbage pick-up schedules.
19. I/We acknowledge that the Vendor is required to provide a fencing plan for approval by the Township for the lots, and once the fencing plan is approved, it is the Vendor's responsibility to provide a copy of the approved fencing plan to myself/us, and it is the Vendor's responsibility to install the approved fencing.
20. I/We acknowledge that the Vendor is required to plant two trees on the frontage of the lot (as boulevard trees) to the satisfaction of the Township.
21. I/We acknowledge that I/We have been advised that a copy of this Acknowledgement, together with any required supplemental documentation, is to be filed with the Township, and should the Township not receive such copy and documentation, we were advised that the Township may decline to answer a real estate solicitor compliance letter, or reference the failure to provide such an acknowledgement in its response, and may decline to issue municipal clearance of a building permit application. I/We acknowledge receiving a copy of this paragraph as part of the Agreement of Purchase and Sale.
22. I/We were advised that occupancy of the house shall not be permitted until there is compliance with the clause dealing with the conditions for occupancy contained in the Subdivision (Comprehensive Phase 1) Agreement, and I/We agree not to make a request of the Township's Chief Building Official to occupy the house until such matters are complied with. Should the execution of this Schedule by myself/us predate the execution of the Subdivision (Comprehensive Phase 1) Agreement between the Township and the Owner, then I/We understand that it is the Vendor's responsibility to provide us with a copy of the clauses. Further, the application for municipal clearance of the building permit shall include a copy of the applicable clauses from the Subdivision (Comprehensive Phase 1) Agreement acknowledging receipt by myself/us signing and dating said copy of the clause.
23. I/We were advised of all the development charges related to the development, together with the amounts to be paid for lot grading and architectural control review fee and water supply connection charge to be paid prior to the issuance of a building permit for the dwelling on the lot. [to be inserted on any Agreement of Purchase and Sale which occurs prior to the issuance of building permit for the dwelling on the Lot].
24. [To be included for the Purchasers of the Lot(s) adjacent to the designated Community Mailbox and/or temporary Community Mailbox]: I/We acknowledge being advised that the Community Mailbox to service the Plan of Subdivision (and others that Canada Post may direct to use the Community Mail Box) shall be located as shown on the Community Information Map). The Township may at its option require a layby to be constructed in front of the Community Mail Box.
25. [To be included for the Purchasers of draft Lots 1, 3 to 5, and 47] I/We acknowledge being advised that a 3.0 metre landscape strip within the lot at its rear boundary shall be planted by the Vendor in accordance with Township approved plans to form a visual barrier from Dufferin County Road #16 and to augment the existing vegetation, and

which maintenance and upkeep of such landscaping, plantings and visual barrier shall be my/ our ongoing responsibility subsequent to occupancy.

26. [To be included for the Purchasers of draft Lots 7 to 9, 11 to 12] I/We acknowledge being advised that a 3.0 metre landscape strip within the lot at its rear boundary shall be planted by the Vendor in accordance with Township approved plans to augment the existing vegetation and to form a visual barrier to the lands owned to north, including farmland and a currently licenced as a gravel pit, and which maintenance and upkeep of such landscaping, plantings and visual barrier shall be my/our ongoing responsibility subsequent to occupancy.
27. [To be included for the Purchasers of draft Lots 14 to 17] I/We acknowledge being advised that a 10.0 metre landscape strip within the lot at its rear boundary shall be planted by the Vendor in accordance with Township approved plans to augment the existing vegetation and to form a visual barrier to the lands owned to north, including farmland and a currently licenced gravel pit, and which maintenance and upkeep of such landscaping, plantings and visual barrier shall be my/our ongoing responsibility subsequent to occupancy.
28. [To be included for the Purchasers of draft Lots 10 and 13] I/We acknowledge being advised that a 15.0 metre landscape strip within the lot at its rear boundary shall be planted by the Vendor in accordance with Township approved plans to augment the existing vegetation including butternut trees and to form a visual barrier to the lands owned to north, including farmland and a currently licenced gravel pit. The maintenance and upkeep of such landscaping, the plantings including the butternut trees and the visual barrier shall be the ongoing responsibility of myself/us subsequent to occupancy. Further I/We acknowledge being advised that butternut trees are a species at risk under the Ontario *Endangered Species Act* and that the Vendor shall provide a copy of a homeowners' guide as approved by the Township and Credit Valley Conservation and which guide was reviewed by the Ministry of Natural Resources and Forestry. The homeowners' guide shall provide advice on the protection, restoration, enhancement and edge management for the butternut trees including the need to protect their rooting zone from disturbance. I/We understand that I/We must acknowledge receiving a copy of the homeowner's guide and being so advised prior to occupying the house.
29. [To be included on draft Lots 5 to 7] I/We acknowledge being advised that the lands immediately to the north of our Lots are to be developed and constructed as a municipal well by the Town of Orangeville, and as such shall be fenced with restricted access and with maintenance of the well to be carried out from time to time by the Town of Orangeville. The development of the municipal well may include a back up generator which may cause potential noise disturbances from time to time. The lands also include further to the north the pioneer Hughson Cemetery.
30. [Where the Purchaser of the lot is a builder that has purchased the property for the purpose of constructing a residence on the property and re-selling it to a homeowner, the following clause:] I/We agree to ensure that the clauses contained in paragraphs 1 to 22 (together with including paragraph 24 to 28 for those lots to which that paragraph applies) above shall be included in the agreement of purchase and sale of the house. Should the building permit not yet be issued on the house at the time of sale, I/We shall also include clause 23 in the Agreement of Purchase and Sale.

**SIGNED, SEALED AND DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

**Witness [Signature]**

---

**Purchaser [Signature]**

\_\_\_\_\_  
**Name of Witness    [Printed]**

\_\_\_\_\_  
**Name of Purchaser [Printed]**

\_\_\_\_\_  
  
\_\_\_\_\_

**Address of Witness   [Printed]**

Additional Execution Block to be included if Co-Purchaser(s)

\_\_\_\_\_  
**Witness [Signature]**

\_\_\_\_\_  
**Purchaser [Signature]**

\_\_\_\_\_  
**Name of Witness    [Printed]**

\_\_\_\_\_  
**Name of Purchaser [Printed]**

\_\_\_\_\_  
  
\_\_\_\_\_

**Address of Witness   [Printed]**

NOTES:  
The Township acknowledges that Owner may have had the Purchaser(s) execute the clauses in alternate order(s), or had certain clauses executed subsequently. Provided that all necessary clauses are included in documentation provided to the Town by or on behalf of the Purchaser(s), this is sufficient to satisfy the required filing.

Any reference in this Schedule “I” to Subdivision (Comprehensive Phase 1) Agreement shall also be read to include any other Subdivision Agreements, *mutatis mutandis*.

**Subdivision (Preliminary Grading) Agreement**

THIS AGREEMENT made this        day of September, 2020.

B E T W E E N:

**LAURELPARK INC. AND DUNWIN DEVELOPMENTS LTD.**

(Collectively referred to as the “Owner”)

-and-

**THE CORPORATION OF THE TOWNSHIP OF AMARANTH**  
(“Township”)

**WHEREAS** the Owner warrants that it is the registered Owner in fee simple of the lands described in Schedule "A" to this Agreement (“the Subject Lands”) upon which Subject Lands the Owner intends to develop a plan of subdivision (“the Plan”);

**AND WHEREAS** the Plan has received draft Plan(s) of Subdivision approval known as the Valley Grove and Hamount Subdivisions as referenced in Schedule “B” to this Agreement;

**AND WHEREAS** the Township has confirmed that Phase 1 of the Plan (“Phase 1”) shall be as referenced in Schedule “F” to this Agreement;

**AND WHEREAS** the Owner has received approval from the Township to undertake certain grading works and services (the “Works and Services”) on the Applicable Lands pursuant to the provisions of this Agreement (“Agreement”);

**AND WHEREAS** the part of the Subject Lands to which the Works and Services are authorized are as defined in Schedule “C” to this Agreement (“the Applicable Lands”);

**AND WHEREAS** section 51 (25)(d) of the *Planning Act* provides authority for the Township to require the Owner to enter into Agreement(s) prior to obtaining final approval;

**AND WHEREAS** section 51(26) of the *Planning Act* provides that such Agreement(s) may be registered on the title of the land to which it applies and that the Township is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owners of the land;

**AND WHEREAS** the Owner has requested that the Township enter into this Agreement prior to the completion and execution of the Subdivision (Comprehensive Phase 1) Agreement between the Owner and the Township;

**NOW THEREFORE** in consideration of the Township granting the Owner permission to commence installation of the Works and Services prior to the execution of Subdivision Agreement between the parties, and in consideration of the mutual covenants, agreements and promises herein contained and the sum of two dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agrees as follows, including agreeing that the above recitals are true:

**1. Term**

(1) This Agreement shall remain in full force and effect until such time as all of the obligations herein have been fulfilled. This Agreement may also be incorporated into and subsumed by the Subdivision (Comprehensive Phase 1) Agreement or other form of development agreement in relation to the Subject Lands.

## **2. Acknowledgement by the Owner**

(1) The Owner acknowledges that by proceeding in advance of the execution of the Subdivision (Comprehensive Phase 1) Agreement and prior to final approval of Phase 1, it is doing so totally at its own risk. Further the Owner acknowledges and agrees that it shall be responsible to the Township for the fulfilment of all obligations, covenants and provisions set out in this Agreement.

## **3. Applicable Lands**

The Applicable Lands as detailed in Schedule "C" are approved for the carrying out of the Works and Services authorized under this Agreement.

## **4. Required Approvals**

(1) Prior to the commencement of any site alteration, grading or other construction activities ("preliminary grading activities"), the following subparagraphs must be complied with to the satisfaction of the Township, together with any other public authority or body specifically referenced:

(a) The Owner agrees to have the following reports and plans, being a detailed Stormwater Management Report, an Siltation, Sedimentation and Erosion Control Report, Erosion Control Plan and a Detailed Grading Plan together with a Functional Servicing Report and a Geotechnical Report (collectively "the Reports/Plans") prepared by its Consulting Engineer, or other appropriately qualified person, and submitted to the Township and Credit Valley Conservation for approval. The Reports/Plans shall be based on terms of reference approved by the Township and Credit Valley Conservation. The Reports/Plans must be approved by the Township and the Township Engineer and Credit Valley Conservation. The Reports/Plans must conform to the draft Plan of Subdivisions as detailed in Schedule "B", as well as to the Phasing Plan being the Applicable Lands as detailed in Schedule "C". The Owner further agrees to implement the recommendations of the Reports/Plans, as may be required and/or modified by the requisite approval authorities and/or the Township. It is acknowledged that interim storm water management facilities and sediment and erosion control measures may have been approved and installed for construction of the model home pursuant to the Subdivision (Model Home) Agreement, and the fulfillment of this subparagraph shall be consistent with those approvals and including the ongoing construction, maintenance and/or repair of those previously approved facilities and measures by the Owner. It is agreed and acknowledged that the provisions of section 4(1)(a) are to be satisfied with relation to the Reports/Plans relating to preliminary grading activities, and that further approvals may be required within the Subdivision (Comprehensive Phase 1) Agreement and/or other Development Agreement with the Township.

(b) The Owner shall obtain and file with the Township clearance from Credit Valley Conservation acknowledging its respective satisfaction with the terms of this Agreement on matters within the jurisdiction of Credit Valley Conservation, together with approvals from Credit Valley Conservation accepting the Reports/Plans as noted above together with Schedule "D" hereto including the Detailed Grading Plan relating to preliminary grading activities. All such approvals must be in place prior to the commencement of construction of the stormwater management facilities. Prior to the connection of any stormwater management facilities subject to section 53 of the *Ontario Water Resources Act*, the Owner shall obtain and file with the Township approval of the stormwater management facilities pursuant to section 53 of the *Ontario Water Resources Act* from the Ministry of Environment, Conservation and Parks. The parties acknowledge that the Owner's solicitor has provided an opinion letter regarding the applicability of section 53 of the *Ontario Water Resources Act* with respect to preliminary grading activities including pregrading stormwater management facilities. The Owner is proceeding to carry out such preliminary grading activities including pregrading stormwater management facilities in accordance with and in reliance of said opinion at its own risk, and acknowledges that the Township is also relying on that opinion in granting such approvals, and should any issue arise regarding the construction of such preliminary stormwater management facilities and the required approvals that Section 14. entitled Indemnification as set out in this Agreement shall be applicable.

- (c) The Owner agrees that it shall not place or remove fill of any kind whether originating on the site or elsewhere nor alter any existing vegetation, nor in any way disturb the lands within the Regulation Limit, nor alter any waterway, without the prior written approval of Credit Valley Conservation, pursuant to O. Regulation 160/06, as amended.
- (d) The Owner shall prepare and file with the Township an Environmental Site Assessment and Remediation Report providing an opinion as to whether the lands to be conveyed to the Township, being Blocks are free of contamination to the satisfaction of the Township Engineer, together with providing a letter of reliance on the report to the satisfaction of the Township Solicitor. The required letter of reliance from Azimuth Environmental Consulting dated July 15, 2020 has been received and is satisfactory.
- (e) Prior to registration and/or servicing, the Owner shall provide to the Township a Ministry of Environment Conservation and Parks acknowledged Record of Site Condition for the Applicable Lands that has been certified by a Qualified Person, as that term is defined in O. Reg. 153/04 as amended, confirming that the environmental condition of the subdivision lands is suitable for their proposed uses. Notwithstanding that the model home may have been approved for construction under the Subdivision (Model Home) Agreement, this provision shall include the proposed Lot on which the Model Home is proposed for and/or is constructed. The parties acknowledge that the Owner's solicitor has provided an opinion letter that section 39 e) of the Conditions of Draft Approval does not preclude preliminary grading activities as authorized under this Agreement. The Owner is proceeding to carry out the preliminary grading activities as authorized under this Agreement in accordance with and in reliance of said opinion at its own risk, and acknowledges that the Township is also relying on that opinion in granting such approvals, and should any issue arise regarding the preliminary grading activities and required approvals that Section 14. entitled Indemnification as set out in this Agreement shall be applicable.
- (f) The Owner agrees that the Detailed Grading Plan shall meet the Township road design standards and shall ensure that the proposed grades are to the satisfaction of the Township Engineer and the Township's Director of Public Works, with any revisions to the design and/or lotting of the Draft Pan of Subdivisions to be made as may be necessary to ensure such satisfaction. The Detailed Grading Plan shall be consistent with any drawings submitted and approved under the Subdivision (Model Home) Agreement. It is agreed and acknowledged that the provisions of section 4(1)(f) are to be satisfied with relation to Detailed Grading Plan for the authorized preliminary grading activities, and that further approvals may be required within the Subdivision (Comprehensive Phase 1) Agreement and/or other Development Agreement with the Township.
- (g) The Owner shall obtain all necessary approvals from the County of Dufferin for the ingress and egress from County Road #16, together with the satisfaction by the County of Dufferin of any temporary or permanent outlet of stormwater in the Country Road #16 ditches together with the stormwater management facilities to be constructed on Block 41 of the Hamount Draft Plan of Subdivision. The Owner shall provide copies of such documentation to the Township.
- (h) The Owner shall provide a mud tracking pad for construction vehicles at the construction entrances from County Road #16 to the satisfaction of the Director of Public Works and/or the Township Engineer, in consultation with the County Engineer, together with the Owner continuing to comply with its obligations regarding direct access from County Road #16 to the model home as set out in the Subdivision (Model Home) Agreement.
- (i) The Owner shall erect and maintain all temporary fencing as shown on Schedule "D" to the satisfaction of the Township Engineer and/or the Township's Director Public Works. Such temporary fencing shall include the fencing of the Butternut Tree landscape buffers, being the 15.0 m Landscape Buffer at the north part of Lots 10 and 13, the 10.0 m Landscape Buffer at the north part of Lots 14, 15, 16 and the 3.0 m Landscape Buffer at the north part of Lots 11 and 12 as shown on the Valleygrove Draft Plan of Subdivision.
- (j) The Owner shall implement, install and maintain all required tree protection measures as

may be necessary to the satisfaction of a designated Butternut Health Assessor. The Owner shall provide confirmation to the Township that the Ministry of Natural Resources and Forestry is satisfied with such measures and provide confirmation from the designated Butternut Health Assessor that the measures have been appropriately implemented and installed. The Owner shall also provide confirmation to the Township that the Ministry of Natural Resources and Forestry is satisfied that appropriate measures are in place to deal with Bobolinks, and that site alteration may be carried out.

(k) The Owner shall prepare an Environmental Management Plan incorporating a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement, including edge management through the recommendations of the reports, including a homeowner's guide and any recommendations from the Environmental Impact Study and Supplemental Reports prepared by Ecoplans, to the satisfaction of the Township and Credit Valley Conservation. The Owner shall prepare landscape plans consistent with the foregoing documents to the satisfaction of the Township and Credit Valley Conservation. This paragraph must be complied with prior to any site alteration, grading or other construction activities to the extent that the plans must be suitable for approval to the satisfaction of the Township and Credit Valley Conservation so that existing trees and other vegetation to be retained are subject to appropriate protection measures. The scope of this paragraph is limited to any existing trees and other vegetation to be retained which may be impacted by the preliminary grading activities and therefore require appropriate protection measures.

## **5. Stormwater Management Facilities**

(1) The Owner shall construct and install all ~~stormwater management facilities~~ and sediment and erosion control measures, including a barrier fence, as approved in Section 4. (1) subparagraphs (a), (b) (and (c) if so required to be approved) above to the satisfaction of Credit Valley Conservation and the Township prior to any other topsoil stripping, grading, site alteration or other construction activities being carried out. The Owner's Consulting Engineer shall certify in writing that the required works were constructed in accordance with the plans, reports and specifications as approved by Credit Valley Conservation, the Township and also to the satisfaction of the County of Dufferin. Any preliminary or temporary stormwater management facilities approved under Section 4. (1) subparagraph (b) shall also be subject to this subparagraph.

(2) The Owner shall carry out the stormwater management facilities/pond maintenance schedule until final acceptance by the Township. The Owner shall hydroseed or sod all stormwater management facilities/pond(s), in order to complete such facilities/pond(s) to the satisfaction of the Township. Such hydroseeding or sodding shall be completed as directed by the Township. This subparagraph shall be operative once approvals are given under section 53 of the *Ontario Water Resources Act* and the stormwater management facilities are connected and operational.

(3) The Owner shall provide securities for the maintenance and monitoring of sediment and erosion control measures which specific security is as set out in Schedule "E."

## **6. Approved Works and Services**

(1) The drawings listed in Schedule "D" to this Agreement are hereby approved by the Township solely for the purposes of this Agreement and subject to Section 6. paragraph (4).

(2) The Owner shall be entitled to commence, construct and carry out the following Works and Services on the Applicable Lands.

- (a) Storm water facilities, sediment and erosion control measures including rough grading the storm water management pond on Block 41 as shown on the Hamount Draft Plan of Subdivision;
- (b) Topsoil stripping and stockpiling;
- (c) Grading and road preparation;

- (d) Culverts;
- (e) Granulars; and,
- (f) Restoration of disturbed areas (pursuant to Section 6, paragraph (6)).

(3) Such Works and Services shall be constructed and installed in accordance with the approved drawings listed in Schedule "D" to this Agreement, and in accordance with the provisions of this Agreement. For greater certainty, it is agreed that only those Works and Services specifically enumerated in this subparagraph may be carried out pursuant to this Agreement. Should there be any discrepancy between the Works and Services listed in this subparagraph and the Works shown on the drawings listed in Schedule "D", any Works and Services shown on the said drawings but not listed above shall not be permitted pursuant to this Agreement. The Owner agrees that the commencement of such Works and Services shall not proceed prior to the execution of this Agreement, the payment and/or deposit of the required sums of monies as set out in Schedule "D" to this Agreement, and having obtained the required approvals as set out under Section 4. paragraph (1), subparagraphs (a) to (k) inclusive. Further Section 5. paragraph (1) shall also be complied with in advance of other Works and Services being carried out.

(4) The Owner acknowledges and agrees that the drawings listed in Schedule "D" are preliminary drawings showing elements of the Owner's proposal for the draft Plan of Subdivision including and in addition to those Works and services that are permitted under this Agreement. The Owner agrees and acknowledges that the drawings listed in Schedule "D" are not final and have been approved by the Township only for preliminary grading activities purposes pursuant to this Agreement. The Owner agrees and acknowledges that this approval in no way fetters, alters or limits the discretion of the Township to require additional refinements and amendments to the said drawings. Any such additional refinements or amendments shall be carried out at the Owner's expense pursuant to a Subdivision (Comprehensive Phase 1) Agreement or other development Agreement between the Owner and the Township. The Owner further agrees and acknowledges that, while the drawings listed in Schedule "D" show elements aside from those listed in Section 6. paragraph (2) of this Agreement, the Works and Services permitted by this Agreement include only those items specifically enumerated in Section. 6. paragraph (2). The Owner agrees and acknowledges that no other site alteration, development construction or other works shall be permitted on the Subject Lands without the written approval of the Township.

(5) The Owner agrees to commence, construct and carry out the permitted Works and Services as they are shown on the drawing listed as Schedule "D" to this Agreement, and such construction and installation shall be in accordance with the Township's specifications and to the satisfaction of the Township, including being to the satisfaction of the Township's Director of Public Works and/or the Township Engineer.

(6) All disturbed lands, including disturbed soil, shall be stabilized within 90 days of being so disturbed to the satisfaction of the Township. The Owner agrees to control, to the satisfaction of the Township, weeds on all of the Subject Lands except on the lots conveyed by the Owner to a third party, which third party shall be responsible for such weed control.

(7) Topsoil, equipment or materials may only be stockpiled or located in areas as approved by and to the satisfaction of the Township Engineer and/or Township Director of Public Works. Lands owned by the Township or to be dedicated to the Township, Town of Orangeville or County of Dufferin shall not be utilized for such purposes.

## **7. Maintenance and Repair**

(1) The Owner agrees to maintain and repair at its sole expense the Works and Services to the satisfaction of the Township during the term of this Agreement, including being to the satisfaction of the Township's Director of Public Works and/or the Township Engineer.

(2) The Owner shall be responsible to prevent earth, mud and debris from being tracked onto County Road #16. Should earth, mud and debris accumulate on County Road #16, the Owner shall forthwith clean County Road #16 to the satisfaction of the Township's Director of Public Works and/or the Township Engineer in consultation with the County Engineer. In addition, the

Owner shall take reasonable steps, as directed by the Township, to minimize dust being spread to adjacent lands. Should the Township's Director of Public Works or the Township Engineer, in his sole discretion be of the opinion that excess dust is being created, he shall be entitled to direct that such additional measures be carried out by the Owner as he views appropriate. In the event that the Owner fails to fulfill the requirements of Section 7., the Township is authorized to have such work done at the Owner's expense. The cost of any work done pursuant to Section 7. may be charged by the Township against the security.

## **8. Fees**

(1) The Owner will pay to the Township at the time of execution of this Agreement an administrative fee in the amount of \$2,000.00.

(2) The Owner shall also pay such reasonable fees as may be invoiced to the Township by the Township Solicitor, the Township Engineer and the Township Consulting Planners, and any outside consultants, (collectively "the Township consultants"), in connection with the review of the matters set out in this Agreement, approval of the Development, registration of this Agreement, and the preparation, processing, review and completion of the terms of this Agreement or any other supplementary agreements required to facilitate this Development. Such fees include any on-site or field inspections undertaken by the Township Engineer.

(3) The Owner shall also pay the costs invoiced to it for providing 'as constructed' engineering drawings and shall also pay the costs of any necessary documentation to permit the inclusion and inputting of this Development into the Township's GPS system.

## **9. Security**

(1) The Owner agrees to deposit with the Township, at the time of execution of this Agreement and in a form that is satisfactory to the Township, security in the amount as set out in Schedule "E" to this Agreement. The required security shall be issued by a financial institution in the form of an irrevocable letter(s) of credit, cash or such other equivalent security satisfactory to the Township's Treasurer and the Township Solicitor, and is collectively referred to in this Agreement as the "Security". Should such Security be in the form of letter(s) of credit, such letter(s) of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Owner shall keep the letter(s) of credit in full force and in effect and shall be renewed from time to time until the Township determines such security is no longer required. Upon the Township making such a determination the unspent portion of the Security shall be returned to the Owner without interest or credited to the deposit required by the Township pursuant to further Subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement or other Development Agreement with the Township. Such determination shall be in the Township's sole discretion.

(2) The Owner agrees that the Security constitutes earnest money to ensure performance of this Agreement in the event of breach of this Agreement by the Owner, but provision of such security does not limit the Owner's liability should damages resulting from the Owner's breach exceed the value of the Security. The Security received and held by the Township in accordance with this Agreement may be applied and used by the Township to address not only the matters for which the Security is expressly required, but may also be applied and used by the Township in accordance with the remedial provisions of this Agreement, to any other matter, expense or obligation of the Owner. Should such Security be applied and used against any other matter, expense or obligation of the Owner, it is agreed that such Security is deemed to be expressly received for such purpose. Prior to the use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.

(3) In the event that the Owner, in the sole opinion of the Township, breaches any provision of this Agreement, the Owner agrees that the Township, through its employees, Township consultants, together with its agents or contractors, may in its sole discretion, draw upon and utilize the Security to perform any obligations of the Owner pursuant to this Agreement or to redress any harm or damages that have or may occur from the breach, provided the Township has given the Owner

notice of such breach and SEVEN calendar days have elapsed since such notice has been provided, without steps satisfactory to the Township to redress the breach, having been taken by the Owner. The Owner hereby expressly consents to such entry by the Township's employees, Township consultants, contractors or agents.

(4) Where, in the opinion of the Township, any damage to any property has been caused directly or indirectly, or by reason of any default of the Owner under the provisions of this Agreement, the Township has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Township within SEVEN days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to pay such account, the Township may draw upon the Security.

(5) Use of the Security by the Township shall not relieve the Owner of any of its obligations pursuant to this Agreement.

(6) In addition, the Owner shall continue to maintain on deposit with the Township a cash deposit in the amount of \$20,000.00 to be drawn on to reimburse the invoices rendered by the Township Consultants, from time to time, and such deposit shall be replenished from time to time as required by the Township Treasurer. The Township shall provide copies of invoices received to the Owner and demand payment from the Owner. Should the Owner fail to make such payment within THIRTY days of such demand, the Township may draw on the Security without notice to the Owner. Subsequent to the Township Consultants advising the Township that their respective files have been closed on this matter, and subject to all invoices having been paid, and all other financial matters being in good standing, the Township shall remit remaining monies of the replenished deposit, if any, to the Owner without interest. It is agreed and understood that the subdivision application deposit of \$20,000.00 currently held by the Township as of the date of this Agreement for reimbursement of its ongoing invoices is the deposit to be acknowledged, utilized and replenished as required under this Agreement.

## **10. Cessation of Works and Services**

(1) The Owner agrees that it will proceed diligently to carry out the Works and Services once all permissions, approvals and permits have been granted. Should the carrying out of the Works and Services be interrupted for a period in excess of ONE month, for any reason, or should the Subdivision (Comprehensive Phase 1) Agreement not be fully executed within one year of this Agreement, the Owner agrees that it shall, if so required by the Township, restore, re-grade, topsoil and seed the Applicable Lands to the satisfaction of the Township or take remedial steps to the satisfaction of the Township to remove or to render safe the Works and Services, the Applicable Lands and any adjacent lands.

## **11. Inspections and Right of Entry**

(1) The Township and its employees, Township consultants together with Township agents or contractors may at any time enter on any part of the Subject Lands, without notice to the Owner, to inspect the Subject Lands, including the Applicable Lands, to ensure compliance with any of the terms of this Agreement. If considered necessary by the Township, the Township and its employees, Township consultants together with Township agents or contractors may make emergency repairs thereto without notice to the Owner. The cost of all such emergency repairs determined by the Township shall be paid forthwith by the Owner. In the event the Owner fails to make payment within THIRTY days of receipt of the account, such cost may be recovered by the Township from the Security.

## **12. Compliance with Applicable Legislation**

(1) The Owner agrees that it will comply with all applicable legislation in the performance of the obligations contemplated by this Agreement. Without limiting the generality of the foregoing, the Owner agrees to comply with all Township by-laws, and to obtain all approvals required of all other bodies having jurisdiction, including the County of Dufferin, Credit Valley Conservation, the Ministry of the Environment, Conservation and Parks and, the Ministry of Natural Resources and Forestry.

- (2) Burning of garbage and debris is prohibited, unless the Township issues an approval to permit such burning.

### **13. Further Approvals**

- (1) The Owner acknowledges that this Agreement does not predetermine, prejudice or constrain the Township's jurisdiction with respect to any additional subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement and/or the Subdivision (Comprehensive Phase 2) that is required for the development of the Valley Grove Plan and/or Hamount Plan, including any additional fees/charges and/or levies contained therein; and/or the approval, rejection or imposition of conditions, together with, in relation to any development approvals that are now or that may, in future, be proposed for the Subject Lands. Without limiting the generality of the foregoing, this Agreement does not predetermine, prejudice, fetter or constrain the Town's jurisdiction with respect to the approval, rejection or imposition of conditions related to final approval of the draft plans of subdivision of the Subject Lands.

### **14. Indemnification**

- (1) The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the Township, its elected officials, employees, personnel, servants, contractors, Township consultants, and agents from and against all actions, causes of action, interest, claims, demands, costs, (including legal costs) charges, damages, expenses, prosecutions, fines, rights of contribution, and loss which the Township may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from: (a) the Township entering into this Agreement; and, (b) from the implementation of the provisions of this Agreement by the Owner and/or the Township, and/or their respective Township consultants, employees, agents, assignees or contractors; and, (c) in respect of any failure by the Owner to fulfil its obligations under this Agreement.

- (2) Notwithstanding any provision of this Agreement, the Township shall not be liable for and no provision of this Agreement shall be construed as imposing upon the Township any liability, in respect of any matter or thing arising directly or indirectly out of the provisions of this Agreement, for any damage or damages suffered by the Owner, or to any other employee, servant or agent of the Owner or to any property of the Owner or of any other person by reason of:

- (a) any inspection carried out by the Township, the Township Consultants or by a duly authorized employee, servant, contractor or agent of the Township under any By-law of the Town, under this Agreement or otherwise; or,
- (b) the failure of the Township, the Township Consultants or of any duly authorized employee, contractor or agent of the Town to carry out any inspection under any By-law of the Township, this Agreement or otherwise; or,
- (c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the Township, its elected officials, the Township Consultants or any duly authorized employee, servant, contractor or agent of the Town.

### **15. Insurance**

- (1) The Owner shall throughout the term of this Agreement provide and keep in force, for the benefit of the Township, and the Owner, general liability insurance in an amount of not less than \$5,000,000.00 in respect of injury to or death of one or more persons or property damage. All insurance shall be effected with insurers and upon terms and conditions satisfactory to the Township. The Owner's policy shall insure the Owner(s); and name the Township as an additional insured; and, contain cross-liability and severability of interest provisions.

(2) The Owner shall promptly furnish to the Township copies of insurance policies and other evidence satisfactory to the Township as to such insurance and any renewals thereof.

(3) In the event that the Owner fails to insure as required or fails to promptly furnish to the Township satisfactory evidence of such insurance or of the renewal thereof prior to its expiration, the Township may, from time to time, effect such insurance for the benefit of the Owner or the Township or both of them for a period not exceeding ONE year(s) and any premium paid by the Township shall be recoverable by the Township from the Owner forthwith.

## **16. Liens**

(1) The Owner shall indemnify and hold the Township harmless from and against liability, claims, damages or expenses due to or arising from any claim made against the Subject Lands and/or any Township lands including future Township lands including Street "D" as shown on the Draft Plan, where works and services and/or activities are being carried out pursuant to this Agreement for all liens related to all work done by or on behalf of the Owner. Any such liability, claims, damages or expenses incurred by the Township shall be paid by the Owner to the Township forthwith upon demand. The Owner shall further cause all registration of claims for construction liens or certificates of action under the *Construction Act*, as amended, and relating to any such work done by or on behalf of the Owner, to be discharged or vacated as the case may be within THIRTY days of such registration or within FIFTEEN days after notice from the Township.

## **17. Assignment**

(1) This Agreement shall not be assigned by the Owner or its assignees without an express written consent to assignment executed by all of the Parties to this Agreement and the assignee.

(2) For the sale of part of the Subject Lands -- as opposed to all of the Subject Lands -- the consent of the Township shall be obtained prior to entering into any Agreement of Purchase and Sale. If the sale is for all of the Subject Lands, that is all the interests of Laurelpark and Dunwin all together, to a purchaser such consent shall not be required, however Section 17. paragraph (1) shall continue to apply.

(3) In the event that the Owner enters into an Agreement to sell the Subject Lands or any part thereof, notice shall be provided forthwith to the Township, save and except for the conditional sale of lots on the Draft M Plan, which conditional sale is subject to the provisions of additional Subdivision Agreements with the Township.

(4) In the event that the Owner subsequently transfers, assigns or leases its interest in the Subject Lands or any part thereof, the Owner shall forthwith notify the Township in writing of such transfer or assignment together with the names and addresses of the transferees or assignees.

## **18. Registration**

(1) This Agreement shall be enforceable by and against the Owner(s) jointly and severally, their heirs, executors, administrators, successors, and permitted assigns. This Agreement and all of the covenants by the Owner in this Agreement contained shall run with the Subject Lands for the benefit of the Township and the land or interest in land owned or to be owned by the Township upon the registration of a plan of subdivision in respect of the Subject Lands.

(2) The Owner agrees to register this Agreement in a form that is satisfactory to the Township in priority to all other encumbrances in the Land Titles Division of the Land Registry Office for the County of Dufferin (No. 7) against the Subject Lands immediately upon execution of this Agreement, and the Owner shall deliver to the Township a Certificate of Title confirming such registration, together with supporting documentation, which Certificate and supporting documentation shall be to the satisfaction of the Township Solicitor. Without limiting the generality of the foregoing, the Owner shall obtain such postponements as the Township may require in its sole discretion, to ensure priority of this Agreement.

## **19. Notice**

(1) Any notice to be given pursuant to this Agreement shall, unless otherwise specified in this Agreement, be delivered or sent by registered letter or facsimile transmission to the Owner and the Township as follows:

TO THE OWNER:

Laurelpark Inc./Dunwin Developments Ltd.  
Attention: Mark Crowe  
2458 Dundas Street West, Unit #9  
Mississauga, Ontario  
L5K 1R8  
Fax:

TO THE TOWNSHIP:

The Clerk  
Township of Amaranth  
374028 6th Line  
Amaranth ON L9W 0M6.  
Fax: 519-941-1802

or to such other address as the Owner and the Township may respectively from time to time appoint in writing, and any such notice, if mailed, shall be conclusively deemed to be received by the other Party FIVE business days after the date of the mailing thereof postage prepaid OR upon receipt of the dated confirmation of the facsimile transmission. In the alternative, a Party may be served by email; however, such notice is effective only provided the Party receiving notice has acknowledged its receipt.

## **20. No Waiver of Default**

(1) No condoning, excusing, overlooking or delay in acting upon by the Township of any default, breach or non-observance by the Owner at any time or times in respect of any covenant, provision or condition in this Agreement shall operate as a waiver of the Township's rights under this Agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver in writing.

## **21. Entire Agreement**

(1) The Owner acknowledges that there are no covenants, representations, warranties, Agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or imported by reference in this Agreement, and that this Agreement constitutes the entire Agreement duly executed by the Township and the Owner.

## **22. Interpretation**

(1) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

## **23. Force Majeure**

(1) Notwithstanding anything to the contrary in this Agreement, if the Owner shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, an inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, sabotage, rebellion, war, or act of God; which is not the fault of the Owner in performing the work or doing the act required under the terms of this Agreement, then the performance of such term, covenant or act

shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The COVID-19 Pandemic is specifically included in this clause, and shall be defined as the time period that the Province of Ontario has determined that emergency orders are in place that preclude the carrying out of any of the terms of this Agreement.

#### **24. Time and Obligations**

- (1) Time shall be of the essence of this Agreement in all respects.
- (2) Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be within its power in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.
- (3) Where an obligation is imposed upon the Owner in this Agreement, it is understood that it is to be carried out at the Owner's cost.
- (4) Each Party shall act in good faith and reasonably throughout this Agreement.

#### **25. Estoppel and Severability**

- (1) No Party shall call into question, directly or indirectly, in any proceeding whatsoever in law or in equity or before any court or administrative tribunal, the right of any Party to enter into this Agreement, or to enforce each and every term, covenant and condition herein and therein contained, and this clause may be pleaded as estoppel against the Party doing so in any such proceeding.
- (2) If any of the provisions in this Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions in this Agreement shall not be affected or impaired to the extent possible.

#### **26. Counterparts**

- (1) This Agreement may be executed in one or more counterparts, which together constitute a complete set of the Agreement, and executed counterparts may be delivered by email or facsimile.

#### **27. Applicable Law**

- (1) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract.

#### **28. Number and Gender**

- (1) When the context so requires or permits, the singular number or word is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

#### **29. Headings**

- (1) The headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision thereof.

In witness whereof the Parties have duly executed this Agreement. The effective date of this Agreement shall be the date of its execution by the Township and the Township shall insert such date on page 1 of this Agreement.

**LAURELPARK INC.**

\_\_\_\_\_  
[Witness – Signature]

Per: \_\_\_\_\_ c/s  
Mark Crowe  
I have authority to bind the corporation.

\_\_\_\_\_  
[Witness – Print]

\_\_\_\_\_  
[Address]

**DUNWIN DEVELOPMENTS LTD.**

\_\_\_\_\_  
[Witness – Signature]

Per: \_\_\_\_\_ c/s  
Mark Crowe  
I have authority to bind the corporation.

\_\_\_\_\_  
[Witness – Print]

\_\_\_\_\_  
[Address]

**THE CORPORATION OF THE  
TOWNSHIP OF AMARANTH**

\_\_\_\_\_  
Mayor Robert Currie

c/s

\_\_\_\_\_  
Nicole Martin Acting CAO/Clerk

**Schedule “A”**

**Description of Subject Lands**

**Subdivision File No:** 22-T-04004  
**Name of Subdivision:** Valley Grove Subdivision

**Legal Description:**

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0137 (LT) Qualified owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0148 (LT) owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038-0147 (LT) owned by Dunwin Developments Limited

**Subdivision File No:** 22-T-02002  
**Name of Subdivision:** Hamount Subdivision

Part of Lots 1 & 2, Concession 1, described as Part 1, 7R 5445 in the Township of Amaranth, in the County of Dufferin, PIN 34038-0134 (LT) owned by Laurelpark Inc.

Note: It is acknowledged that the Owner is collectively referring to the Valley Grove Subdivision and the Hamount Subdivision as The Verdon Collection Subdivision.

**Schedule “B”**

**Draft Plan of Subdivision**

Draft Plans prepared by IBI Group.

The draft Plans of Subdivision for the Valley Grove (redlined) and Hamount Subdivisions may be viewed at:

Township of Amaranth  
Clerk's Office  
374028 6th Line  
Amaranth ON  
L9W 0M6

**Schedule “C”**

**Applicable Lands**

**Subdivision File No:** 22-T-04004  
**Name of Subdivision:** Valley Grove Subdivision

This Agreement applies to the parts of the Subject Lands as more particularly described on the above Draft Plan of Subdivision. The following are the Applicable Lands subject to this Agreement:

**Subdivision File No:** 22-T-02002  
**Name of Subdivision:** Hamount Subdivision

NTD: To be determined and inserted

Schedule “D”

List of Preliminary Construction Drawings

Note: the drawings listed below are preliminary and are approved only for pre-servicing purposes pursuant to this Agreement and only with respect to those Works and Services specifically enumerated in Sections 4, 5 and 6 of this Agreement.

Name	Sheet	Prepared by	Revision No.	Date

NTD: To be determined and inserted

**Schedule “E”**

**Fees/Security to Be Paid/Deposited to the Township**

**1. Summary of Cash Payments**

The Owner shall pay to the Township, prior to the execution of this Agreement by the Township:

- a) Township of Amaranth administration fee which amount is calculated to be the sum of \$2,000.00;
- b) Provide such monies as necessary to bring its developer account with the Township into good standing including satisfying 1 c) below:
- c) A continuing deposit for fees of the Township Engineer, Township Solicitor, Township Consulting Planners together with any other consultants, as required, and which deposit shall be replenished from time to time as may be required in the amount of \$20,000.00.

**2. Summary of Security Deposits**

The Owner shall deposit with the Township prior to the execution of this Agreement a security of \$20,000.00 in a form satisfactory to the Township Treasurer and the Township Solicitor in accordance with Section. 5 paragraph (3) of this Agreement.

The Owner shall deposit with the Township prior to the execution of this Agreement a security of \$[TBD] in a form satisfactory to the Township Treasurer and the Township Solicitor in accordance with Section. 9 paragraph (1) of this Agreement.

**Schedule “F”**

**Draft M Plan**

NTD: To be determined and inserted

## The Township of Amaranth - Staff Planning Report to Council

To: Mayor Currie and Members of Council

From: James Johnstone, Township Planner

Date: August 7, 2020

Applicants/Owners: Steve Illick (Owner)

Address: 333395 7<sup>th</sup> Line, Amaranth, Ontario

Subject: Application for Zoning By-Law Amendment (Z04-20)

Official Plan Designation: Agricultural (A) and Environmental Protection (EP)

Zoning: Agricultural (A) and Environmental Protection (EP)

### 1.0 Purpose of Application

A Zoning By-Law Amendment Application (the “Application”) has been submitted by Steve Illick (the “Owner”) for 333395 7<sup>th</sup> Line, Amaranth, Ontario (the “Subject Property”).

The purpose of the Application is to rezone the Subject Property from Agriculture/Environmental Protection to Site Specific (A-83). This rezoning would permit a secondary dwelling (bunkhouse/office) to be located on the Subject Property.

### 2.0 Background

The Subject Property is legally referred to as West Part Lot 7, Concession 6, now designated as Part 1 on Registered Plan 7R-3544, Township of Amaranth, County of Dufferin.

The Subject Property is approximately 50 hectares with a frontage of 585 meters. The Subject Property is used for agricultural purposes and has one dwelling, three barns and one shed for farming operations (livestock production and field crops). The Subject Property also contains one environmental feature which is the Bryan Drainage Works (municipal drain).

The Subject Property is currently designated “Agricultural” and “Environmental Protection” in the Township Official Plan. The Subject Property is currently zoned “Agricultural (A)” and “Environmental Protection (EP)” in the Township Zoning By-Law.

### 3.0 Analysis

#### Provincial Policy Statement (2020)

The Provincial Policy Statement came into effect on May 1, 2020 and provides policy direction on building strong health communities, wise use and management of resources and protecting public health and safety in Ontario.

- The application is supported by the following policies in the Provincial Policy Statement:
  - a) Rural areas are important to the economic success of the Province and our quality of life. It is important to leverage rural assets and amenities and protect the environment as a foundation for a sustainable economy (s.1.1.4); and
  - b) Providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses (s.1.3.1b).

#### Provincial Growth Plan (2019)

The Provincial Growth Plan for the Greater Golden Horseshoe (“Provincial Growth Plan”) came into effect on May 16, 2019 and provides policy direction on growth, infrastructure conservation in the Greater Golden Horseshoe Planning Area.

- The application is supported by the following policies in the Provincial Growth Plan:
  - a) Municipalities are encouraged to plan for a variety of cultural and economic opportunities within rural settlements to serve the needs of rural residents and area businesses (s.2.2.9.1); and
  - b) Municipalities are encouraged to sustain and enhance the Agricultural System and the long-term economic prosperity and viability of the agri-food sector (s.4.2.6.7).

#### Provincial Greenbelt Plan (2017)

The Provincial Greenbelt Plan came into effect on July 1, 2017 and provides policy direction on urbanization and the protection of the agriculture landbase/environmental features in the Greenbelt Planning Area.

- The policies of the Provincial Greenbelt Plan do not apply to the Application as the Subject Property is not located in the Provincial Greenbelt Planning Area.

### County Official Plan (2015)

The County Official Plan came into effect on March 27, 2015 and provides policy direction for growth in settlement/countryside areas, natural heritage and water resources, natural and human-made hazards and infrastructure servicing. The Subject Property is designated “Countryside Area” as shown on Schedule B (Community Structure and Land Use) of the County Official Plan. The Subject Property is designated “Agricultural Area” as shown on Schedule C (Agricultural Area and Rural Lands) of the County Official Plan.

- The application is supported by the following policies in the County Official Plan:
  - a) A secondary farm residence may be permitted when the size and nature of the operation requires additional employment, and provided the secondary farm residence is on the same lot, is accessory to the main farm operation, is used for full time farm help, and servicing is adequate (s.4.2.2.c).
  - b) The County and local municipalities will encourage the development and implementation of programs and plans to support and sustain agriculture in the County (s.4.2.4).

### Township Official Plan (2005)

The Township Official Plan came into effect on October 26, 2005 and provides policy direction on future land use and development criteria for environmental/growth management. The Subject Property is designated “Countryside Area” as shown on Schedule A (Land Use and Transportation) of the Township Official Plan.

- The application is supported by the following policies in the Township Official Plan:
  - a) To encourage all forms of agriculture and protect the long-term ability of farming operations to contribute to the economy and lifestyle of the Township of Amaranth (s.3.1.2.a);
  - b) Lands in the agricultural designation may be used for a single-detached dwelling for the owner or manager of the farm operation plus an additional single-detached dwelling for full-time farm help (s.3.1.3.b); and
  - c) One additional dwelling may be permitted on a farm where the nature of the farm operation requires farm families or employees to be accommodated on the farm (**Modification #22 Decision Pending**) subject to the additional dwelling shall be located in close proximity to the existing farm buildings and shall utilize the same road access as the principle residence.

### Township Zoning Bylaw (2009)

The Township Zoning Bylaw came into effect on January 7, 2009 and provides regulation on the use of land by specifying a specific range of permitted uses and functions. The Subject Property is zoned “Agricultural” and “Environmental Protection” as shown on Schedule A (Consolidation of Zoning) of the Township Zoning By-Law.

- The application is not supported by the following policies in the Township Zoning Bylaw:
  - a) No more than one dwelling unit shall be permitted on any lot (s.3.14).

### Provincial MDS Formulae (2017)

- The Provincial Minimum Distance Separation Formulae (“Provincial MDS Formulae”) came into effect on March 1, 2017 and provides regulation on to separate uses so as to reduce incapability concerns about odor from livestock facilities. The Provincial Policy Statement, the Provincial Growth Plan, the Provincial Greenbelt Plan, the County Official Plan, Township Official Plan and Township Zoning Bylaw all require compliance with the Provincial MDS Formulae
- The application meets setback requirements in the Provincial MDS Formulae as outlined in the following Implementation Guidelines (IG):
  - a) The subject property is not required to meet MDS 1 setbacks for proposed development from an existing livestock facility or anaerobic digesters located on the same lot as the proposal (IG #14 – Uses Located on the Same Lot); and
  - b) The subject property meets MDS 1 setback requirements for proposed development from existing livestock facilities and anaerobic digesters located on adjacent lots to the proposal (IG #10 – MDS 1 Setbacks for Zoning By-Law Amendments).

#### 4.0 Comments

##### Grand River Conservation Authority (Email Dated July 21, 2020)

- The Grand River Conservation Authority (GRCA) stated that regulated features are not located on the subject property and, therefore, they have no objections.

##### Upper Grand District School Board (Email Dated July 24, 2020)

- The Upper Grand District School Board stated they have no objections.

##### County Building Department (Email Dated July 21, 2020)

- The County Building Department stated they have no issues.

##### County Planning Department (Email Dated August 4, 2020)

- The County Planning Department stated they would like for the subject property confirmation of presence/absence of wetlands and woodlands, requirement for an Environmental Impact Statement and consultation with the GRCA.

#### 5.0 Recommendation

Subject to the consideration of any input received at the public meeting, it is recommended that conditional approval be granted for the Zoning By-Law Amendment.

- The following reasons are advanced in support of recommending the application:
  - a) The application is supported by policies in the Provincial Policy Statement, Provincial Growth Plan, County Official Plan and Township Official Plan;
  - b) The application meets setback requirements in the Provincial MDS Formulae; and
  - c) The application does not pose significant environmental impacts as woodlands and wetlands are not located on the subject property.

#### 6.0 Supporting Documentation

- MDS Analysis
- Agency Comments

Respectfully Submitted,

James Johnstone, Township Planner

August 24, 2020

## Grey Transit Route set to launch September 14

Grey County is excited to announce that the Grey Transportation Route (GTR) will begin operating their new transit service starting on September 14. The service will be free to ride from September 14 to October 31.

GTR will offer four routes in the region; Highway 10 between Owen Sound and Orangeville, Highway 26 between Owen Sound and Town of The Blue Mountains, Highway 6 between Owen Sound and Wiarton and Grey Road 4 between Flesherton and Walkerton. All schedule details can be found at [grey.ca/gtr](http://grey.ca/gtr)

Route One kicks off September 14, running on Highway 10 between Owen Sound and Orangeville. Transit service on this route will be available five days a week, Monday to Friday.

On September 23, the route along Highway 26 will begin servicing transit riders between Owen Sound and The Town of The Blue Mountains five days a week, Wednesday to Sunday.

On September 29, the route on Highway 6 between Owen Sound and Wiarton will begin running 3 days a week, Tuesday, Wednesday and Thursday.

The fourth route, on Grey Road 4, that runs between Flesherton and Walkerton will begin service on October 5, 2020 running two days a week, Monday and Friday.

Grey County has contracted local transportation company Driverseat Owen Sound to provide 10 passenger vehicles for the GTR service. Driverseat staff have been operating safely throughout the pandemic with safety and sanitizing procedures in place for the protection of staff and customers. For customer convenience, Driverseat vehicles will be equipped to handle electronic fare payment.

Beginning November 1<sup>st</sup>, fares for the GRT on the Highway 10, Highway 26 and Grey Road 4 route are:

Adults (18+): \$5.00, Adults (55+) and Students (6-17): \$4.50, Children 5 and under: Free.

Fares for the GRT on the Highway 6 route are:

Adults (18+): \$3.00, Adults (55+) and Students (6-17): \$2.50, Children 5 and under: Free.

Once fully operational, the GTR will provide the 99,000+ residents of Grey County with a dependable, inexpensive transportation option for travelling within the different communities in the area. And with future connections to other transit lines, the GTR offers a gateway for Grey County residents to travel to the greater Toronto area and beyond.

Grey County Warden Paul McQueen highlighted the importance of the GTR program in our area. "Everyone needs access to reliable, affordable transportation, and a lack of transit services creates a huge barrier for those who don't own a vehicle or can't drive. GTR can be used to get to work, medical appointments or shopping. It's also a great service for anyone looking to get out and explore another community with a safe and reliable ride home."

Grey County has received \$1,850,000 under the Ontario Community Transportation Program. Funding will support local and intercommunity transportation projects.

-30-

For more information on the GTR please contact:

Grey Transit Route - Stephanie Stewart at [stephanie.stewart@grey.ca](mailto:stephanie.stewart@grey.ca) or 519-372-0219 ext. 1385

Reconciliation up to Jun 30, 2020

Dufferin Revenue for 2020		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Revenue Available	Comments
January/April/July/October	\$	89,702.50	\$ 24,526.32			\$ 114,228.82	
February/May/August/November	\$	79,476.75	\$ 31,965.70			\$ 111,442.45	
March/June/September/December	\$	58,166.28	\$ 34,550.27			\$ 92,716.55	
<b>Total Revenue YTD</b>	<b>A</b>	<b>227,345.53</b>	<b>91,042.29</b>	<b>-</b>	<b>-</b>	<b>318,387.82</b>	<b>A</b>

POA Dufferin Court Costs (January - Jun 30, 2020)

<b>Revenues</b>							
05-05-425-47270-930-50319 Grants/Subsidies	\$	(8,300.52)	\$ 4,150.26			\$ (4,150.26)	<b>B2</b>
05-05-425-47270-930-50580 Interest Earned	\$	(328.43)	\$ (92.08)			\$ (420.51)	<b>B1</b>
05-05-425-47270-930-50595 Caledon/Dufferin Mgmt Fee	\$	(150,016.48)	\$ (96,613.90)			\$ (246,630.38)	
<b>Total Revenues</b>		<b>(158,645.43)</b>	<b>(92,555.72)</b>	<b>0.00</b>	<b>0.00</b>	<b>(251,201.15)</b>	
<b>Expenses</b>							
05-05-425-47270-930-61510 Salaries-Permanent	\$	46,973.90	\$ 42,998.21			\$ 89,972.11	
05-05-425-47270-930-61513 Benefits-Permanent	\$	14,620.25	\$ 14,849.27			\$ 29,469.52	
05-05-425-47270-930-61520 Wages-Casual Temporary	\$	3,687.70	\$ -			\$ 3,687.70	
05-05-425-47270-930-61523 Benefits-Casual Temporary	\$	462.56	\$ -			\$ 462.56	
05-05-425-47270-930-62010 Legal Forms	\$	-	\$ 4,501.09			\$ 4,501.09	
05-05-425-47270-930-62011 Office Supplies	\$	1,357.28	\$ 318.46			\$ 1,675.74	
05-05-425-47270-930-62119 Maint & Repairs-Computers	\$	5,362.50	\$ 2,318.55			\$ 7,681.05	
05-05-425-47270-930-62244 Bank Charges	\$	3,655.06	\$ 2,084.30			\$ 5,739.36	
05-05-425-47270-930-62305 Computer Services	\$	2,548.50	\$ -			\$ 2,548.50	
05-05-425-47270-930-62306 Publications	\$	46.00	\$ 48.00			\$ 94.00	
05-05-425-47270-930-62308 Court & Transcript Fees	\$	217.80	\$ 254.65			\$ 472.45	
05-05-425-47270-930-62310 Training/Development/Seminar	\$	448.76	\$ (448.76)			\$ -	
05-05-425-47270-930-62311 Memberships/Dues	\$	207.59	\$ -			\$ 207.59	
05-05-425-47270-930-62314 Mileage	\$	-	\$ -			\$ -	
05-05-425-47270-930-62315 Printing & Advertising	\$	-	\$ -			\$ -	
05-05-425-47270-930-62321 Rental-Facility	\$	3,053.00	\$ 3,053.00			\$ 6,106.00	
05-05-425-47270-930-62335 Contracted Services	\$	17,917.60	\$ 18,263.59			\$ 36,181.19	
05-05-425-47270-930-62375 Meeting Expenses	\$	-	\$ 22.82			\$ 22.82	
05-05-425-47270-930-62392 Witness Reimbursement	\$	227.40	\$ -			\$ 227.40	
05-05-425-47270-930-62395 Interpreter Fees	\$	5,017.71	\$ -			\$ 5,017.71	
05-05-425-47270-930-62396 Mobile Phones / Pagers	\$	1,848.32	\$ 1,851.98			\$ 3,700.30	
05-05-425-47270-930-62416 Interdepartmental Charges	\$	50,993.50	\$ 2,440.56			\$ 53,434.06	
<b>Total Expenses</b>	<b>\$</b>	<b>158,645.43</b>	<b>\$ 92,555.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 251,201.15</b>	<b>C</b>
<b>Net Revenues/(Expenses)</b>	<b>\$</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Amount to be paid to Dufferin Municipalities</b>		<b>77,329.05</b>	<b>(5,571.61)</b>	<b>-</b>	<b>-</b>	<b>71,757.44</b>	<b>D=A-(C+B1+B2)</b>

Town/Township	Q1 Disbursement	Q2 Disbursement	Q3 Disbursement	Q4 Disbursement	Total Paid	% of Revenue
East Garafraxa	\$ 1,591.23	\$ (35.46)			\$ 1,555.77	0.60%
Town of Grand Valley	\$ 1,093.26	\$ (53.30)			\$ 1,039.96	0.90%
Amaranth	\$ 1,675.44	\$ (319.56)			\$ 1,355.89	5.42%
Mono	\$ 29,794.26	\$ (2,171.07)			\$ 27,623.19	36.82%
Orangeville	\$ 18,772.46	\$ (1,565.69)			\$ 17,206.76	26.55%
Mulmur	\$ 3,092.26	\$ (478.76)			\$ 2,613.51	8.12%
Melancthon	\$ 5,121.76	\$ (271.34)			\$ 4,850.41	4.60%
Shelburne	\$ 15,713.38	\$ (1,001.43)			\$ 14,711.95	16.98%
Province - dedicated lines payable to the province	\$ 475.00	\$ 325.00			\$ 800.00	
	\$ 77,329.05	\$ (5,571.61)	\$ -	\$ -	\$ 71,757.44	<b>E</b>

**Net Amount Owning (Overpaid)** \$ - \$ - \$ - \$ - \$ - **F=D-E**

Town/Township	G Paid to Municipalities Q1 (from E above)	H Paid to Municipalities Q2 (from E above)	I Paid to Municipalities Q3 (from E above)	J Paid to Municipalities Q4 (from E above)	K = sum(G:J) Total owing/paid to Municipalities YTD	L Payable to Municipalities (from E above)	M = sum(G:L) Total owing to Municipalities
East Garafraxa	\$ 1,591.23	\$ (35.46)	-	-	(1,555.77)	(35.46)	(35.46)
Town of Grand Valley	\$ 1,093.26	\$ (53.30)	-	-	(1,039.96)	(53.30)	(53.30)
Amaranth	\$ 1,675.44	\$ (319.56)	-	-	(1,355.89)	(319.56)	(319.56)
Mono	\$ 29,794.26	\$ (2,171.07)	-	-	(27,623.19)	(2,171.07)	(2,171.07)
Orangeville	\$ 18,772.46	\$ (1,565.69)	-	-	(17,206.76)	(1,565.69)	(1,565.69)
Mulmur	\$ 3,092.26	\$ (478.76)	-	-	(2,613.51)	(478.76)	(478.76)
Melancthon	\$ 5,121.76	\$ (271.34)	-	-	(4,850.41)	(271.34)	(271.34)
Shelburne	\$ 15,713.38	\$ (1,001.43)	-	-	(14,711.95)	(1,001.43)	(1,001.43)
<b>Total</b>	<b>76,854.05</b>	<b>(5,896.61)</b>	<b>-</b>	<b>-</b>	<b>(70,957.44)</b>	<b>(5,896.61)</b>	<b>(5,896.61)</b>

Check Amount Paid / TO be Paid 70,957.44  
Amount to be Paid Revenues - Expenses 70,957.44  
Variance -

**From:** [Tom Nevills](#)  
**To:** [Deborah Martin Downs](#); [Karen Ras](#); [Tom Adams](#)  
**Cc:** [Nicole Martin](#); [bcurrie@amaranth.ca](mailto:bcurrie@amaranth.ca); [Mark Early](#); [laura.ryan@townofmono.com](mailto:laura.ryan@townofmono.com); [Susan Stone](#); [Guy Gardhouse](#)  
**Subject:** Resignation  
**Date:** Thursday, August 27, 2020 6:11:22 AM

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Good morning Deborah,

As per our telephone conversation of August 26,2020 please be advised that I find it necessary to resign my position as a board member with Credit Valley Conversation effective immediately.

Over the past number of months my family has been dealing with a serious health Issue for one of our members. It has become all encompassing for us. The result being I no longer feel I can be either an effective member of CVC or representative for Amaranth, East Garafraxa or Mono.

As all organizations affected will have meetings early in September please take the steps necessary to have a new representative appointed.

Sincerely,

Tom Nevills

Sent from my iPad



## **Grand River Conservation Authority**

*Summary of the General Membership Meeting – August 28, 2020*

*This meeting was held virtually and streamed live for the public on [GRCA's Board Webcast Page](#)*

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

### **Action Items**

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

- GM-08-20-53 - Proposed By-law Changes - Electronic Participation
- GM-08-20-55 - Financial Summary to June 30
- GM-08-20-56 - Financial Summary to July 31
- GM-08-20-46 - Completion of the Haldimand County Lake Erie Shoreline Hazard Mapping Study

### **Information Items**

*The Board received the following reports as information:*

- GM-08-20-47 - Cash and Investment Status
- GM-08-20-51 - Budget 2021 - Timelines and Preliminary Considerations
- GM-08-20-52 - Snowmobiling Agreements on GRCA Lands
- GM-08-20-49 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-08-20-50 - Updating Ontario's Water Quantity Management Framework (ERO #019-1340) GRCA Response
- GM-08-20-54 - Current Watershed Conditions
- GM-08-20-48 - Guelph Lake Nature Centre Update
- GM-08-20-57 - Region of Waterloo - Indigenous Reconciliation Action Plan
- GM-08-20-C04 - Update on Snyder's Flats Conservation Area (Closed Agenda)

### **Correspondence**

*The Board received the following correspondence:*

- Haldimand County - Support for Conservation Authorities
- Halton Region - 2021 Budget Direction
- OFSC District 9 – Snowmobiling Agreements

### **Delegations**

*The Board heard from the following delegations:*

- Lee Anne Evans – Snyder's Flats Conservation Area

*For full information, please refer to the [August 28 Agenda and Addendum Packages](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on September 25, 2020.*

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

July 10, 2020

Dear Municipal Stakeholder,

I am pleased to announce that as of **July 1, 2020** the province expanded the types of off-road vehicles permitted on-road to two new additional types: off-road motorcycles commonly known as dirt bikes; and, extreme terrain vehicles, which are semi-amphibious vehicles with six or more wheels. This updated regulation can be found at <https://www.ontario.ca/laws/regulation/030316>.

It is important to note that the same on-road access rules for existing off-road vehicles continue to apply for these new vehicles on provincial roadways (Please see Schedule B of *Ontario Regulation 316/03: Operation of Off-Road Vehicles on Highways*). Similarly to the previously permitted vehicle types, municipalities may permit the use of off-road motorcycles and extreme terrain vehicles in their local jurisdiction through by-law. However, municipalities with existing by-laws permitting off-road vehicles will need to amend their by-law after July 1, 2020 if they want to allow these the new types of vehicles on their local roads. By-laws created before July 1, 2020 apply only to those classes of off-road vehicle which were permitted to operate on-road at the time: all-terrain vehicles, two-up all-terrain vehicles, and side by sides (utility terrain-vehicles, recreational off highway vehicles).

To support municipalities with these changes, the ministry has developed guidance documents to help municipalities decide whether to permit these new vehicles on their local roadways. These documents also provide guidance for proposed, yet to be proclaimed, changes for municipalities listed in Ontario Regulation 8/03 which will amend the way off-road vehicles are permitted on-road access to municipal roads. In municipalities listed in Ontario Regulation 8/03, off-road vehicles will automatically be allowed on municipal roads unless the municipality creates a by-law to prohibit or restrict their use. These new provisions have a target implementation date of January 1, 2021 and will replace the current requirement that those municipalities listed in Ontario Regulation 8/03 must enact a by-law to permit off-road vehicles to operate on identified municipal roads. If you have any questions regarding these future changes, please contact the general inquiry line for the Safety and Information Management office of the Operations Division at 905-704-2960.

For reference, the guidance documents are attached.

I would ask that you please forward this notice and enclosed guidance material to the attention of municipal staff in charge of traffic safety and those responsible for enforcing off-road vehicle laws in your area. If there are any questions regarding these amendments, please do not hesitate to contact the Acting Manager at the Safety Program Development Office Erik Thomsen at (647)-638-5210 or [erik.thomsen@ontario.ca](mailto:erik.thomsen@ontario.ca).

Thank you for your assistance in communicating this change.

Sincerely,







A handwritten signature in cursive script, appearing to read "Angela Litrenta".

Angela Litrenta  
A/Director  
Safety Program Development Branch  
Ministry of Transportation

Attachment – Municipal Guidance Materials

## Additional Off-road Vehicles Allowed On-road

Effective July 1, 2020, the Ministry of Transportation (MTO) is making changes to add off-road motorcycles (ORM) and extreme terrain vehicles (XTV) to the existing list of off-road vehicles (ORV) permitted on-road. These two new ORV types will be in addition to the currently permitted 4 wheeled ORV types.

Municipal Considerations	<p><b>Municipalities will continue to have the authority and make decisions about ORVs by way of by-law to:</b></p> <ul style="list-style-type: none"><li>▶ <b>Permit ORVs</b></li><li>▶ <b>Only allow specific ORVs on road</b></li><li>▶ <b>Only allow ORVs at specific hours of the day</b></li><li>▶ <b>Impose additional speed limits</b></li></ul> <p>ORV is a general term used to capture several different vehicles designed for off-road, however, only certain off-road vehicles that meet the requirements in Ontario Regulation 316/03 are permitted on-road:</p>	
All-Terrain Vehicles	<p>“A “single-rider” all-terrain vehicle (ATV) is designed to travel on four low-pressure tires, having a seat designed to be straddled by the operator, handlebars for steering control and it must be designed by the manufacturer to carry a driver only and no passengers.</p> <p>A two-up ATV is designed and intended for use by an operator or an operator and a passenger. It is equipped with straddle-style seating and designed to carry only one passenger.</p>	 
Side-by-Sides	<p>A recreational off-highway vehicle (ROV) has two abreast seats, typically built with a hood, and uses a steering wheel instead of a motorcycle steering handlebar.</p> <p>A utility terrain vehicle (UTV) has similar characteristics to an ROV but typically also features a box bed. UTVs are generally designed for utility rather than for recreational purposes.</p>	 
New Off-Road Vehicle Types	<p>Extreme Terrain Vehicles (XTVs), commonly referred to as Argos are 6+ wheeled off-road vehicles capable of riding in multiple terrains, including through water. These vehicles sometimes come with tracks, however, tracked versions are not being permitted on road and are restricted to off-road use only.</p> <p>Off-Road Motorcycles (ORMs) are 2 wheeled off-road vehicles that come in varying configurations such as, but not limited to: Recreational ORM, Trail ORM, Competition ORM, Dual sport ORM.</p>	 
July 1, 2020	<p>Vehicles permitted on any municipal road where a by-law is created to enable their use will continue to be permitted.</p> <p><b>MUNICIPAL BY-LAWS:</b> Effective July 1, 2020, additional types of ORVs can be permitted on municipal roads and provincial roadways where local municipalities create <b>new</b> by-laws to enable their use (existing ORV by-laws granting access will not automatically permit new types; a new by-law will need to be passed after July 1, 2020).</p> <p><b>LICENCE REQUIREMENT:</b> These new vehicle types will require at least a G2 or M2 licence, the same as other off-road vehicles. These vehicles do not come with lights so they are restricted from operating at night or when the weather is poor unless equipped with proper aftermarket lighting. Also, no passengers are allowed on ORMs.</p>	
Proposed for January 1, 2021	<p>Proposed for January 1, 2021, in municipalities listed in Regulation 8/03, all ORV vehicle types, including new vehicle types, will be permitted on municipal roads. Municipalities must create a by-law to restrict or prohibit their use.</p>	
More Information	<p>With respect to the enforcement of these laws, the police act independently when carrying out their duties. Any issues with the day-to-day operations of police services and the actions of its officers should be raised with the local chief of police or his/her representative. All set fines can be found on the <a href="#">Ontario Court of Justice website</a>.</p> <p>This document is a guide only. For official purposes, please refer to the <i>Highway Traffic Act</i> and regulations. For more information, please visit <a href="#">Ontario.ca/ATV</a>.</p>	

Additional Off-road Vehicles Allowed On-road (continued)



Existing Types permitted:  
ATVs, Two-Up ATVs,  
ROVs, UTVs



New Types:  
ORMs and XTVs

Operator  
Requirements

- Existing rider safety requirements:
- ▶ Must be at least 16 years old
  - ▶ Must hold at least a valid G2 or M2 licence
  - ▶ Wear an approved motorcycle helmet
  - ▶ Wear a seat belt, where provided
  - ▶ Travel at speeds less than the posted speed limit
  - ▶ Travel only on shoulder, and where unavailable, right most portion of the roadway
  - ▶ Be driven in the same direction as traffic
  - ▶ Carry the ATV/ORV's registration permit

- Rider safety requirements:
- ▶ Must hold at least a valid G2 or M2 licence (same as existing ORV types)
  - ▶ Must be at least 16 years old
  - ▶ Wear an approved motorcycle helmet
  - ▶ Wear a seat belt, where provided
  - ▶ Travel at speeds less than the posted speed limit
  - ▶ Travel only on shoulder, and where unavailable, right most portion of the
  - ▶ Be driven in the same direction as traffic
  - ▶ Carry the ATV/ORV's registration permit

Passenger  
Safety  
Requirements

- Existing passenger safety requirements:
- ▶ If the vehicle was manufactured with seat belts, everyone must buckle up
  - ▶ If the vehicle has passenger foot rests, the passenger must be able to reach these foot rests
  - ▶ The number of occupants is limited to the number of available seating positions
  - ▶ No passengers under the age of 8 are allowed and additional passenger restrictions apply if the driver is a young and novice driver with a minimum G2 or M2 licence
  - ▶ All riders – drivers and passengers – must wear an approved motorcycle helmet

- Passenger safety requirements
- ▶ **NEW** No passengers are permitted on ORM's while operating on-road
  - ▶ If the vehicle was manufactured with seat belts, everyone must buckle up
  - ▶ If the vehicle has passenger foot rests, the passenger must be able to reach these foot rests
  - ▶ The number of occupants is limited to the number of available seating positions
  - ▶ No passengers under the age of 8 are allowed and additional passenger restrictions apply if the driver is a young and novice driver with a minimum G2 or M2 licence
  - ▶ All riders – drivers and passengers – must wear an approved motorcycle helmet







Vehicle  
Requirements








- ▶ Be registered and plated
- ▶ Be insured
- ▶ Must have wheels in contact with the ground
- ▶ Be compliant with one of the ANSI/COHV standards listed in s.10 of Ontario Regulation 316/03 (certification label commonly found near footrest)
- ▶ Have headlights and taillights on at all times

- ▶ **NEW** Exempted from the standards listed in s.10
- ▶ **NEW** As an alternative to the standards listed in s.10 of Ontario Regulation 316/03 XTVs must comply with sections 7.2, 7.3, 7.4, 7.5 (other than section 7.5.1), 7.6, 7.7, 7.8 and 7.9 of the Society of Automotive Engineers Standard J2258, entitled "Light Utility Vehicles" (braking ability, lighting, rollover protection)
- ▶ **NEW** XTVs that are tracked are not permitted on-road
- ▶ **NEW** Have headlights and taillights on between sunset and sunrise (nighttime riding) or when the weather is unfavourable
- ▶ **NEW** ORM's must have a minimum wheel rim diameter of 250 mm, and has a minimum wheelbase of 1 016 mm (to prevent pocket bikes)
- ▶ **NEW** ORM's may meet federal definition for Restricted Use Motorcycles, and would need to meet federal standards, or may be Competition Vehicles, for which no federal standards apply
- ▶ Be registered and plated
- ▶ Be insured
- ▶ Must have wheels in contact with the ground

## Off-Road Vehicles

During 2019, the Ministry of Transportation made two legislative amendments to the *Highway Traffic Act* to improve the experience of off-road vehicle (ORV) riding in the province. These changes, outlined within this infographic, have two effective dates: One set of changes became effective as of July 1, 2020 and the second set of changes are proposed to take effect January 1, 2021.

Common ORV Types	All Terrain Vehicles (ATVs)		Side-by-Sides		New ORV Types	
	 “single-rider” all-terrain vehicle (ATV)	 two-up all-terrain vehicle (two-up ATV)	 recreational off-highway vehicle (ROV)	 utility terrain vehicle (UTV)	 off-road motorcycle (ORM)	 extreme terrain vehicle (XTV)

	Municipality A Default speed limit less than 80km/h	Better for People, Smarter for Business Act	Getting Ontario Moving Act
<b>Municipality B</b> Municipalities listed in Regulation 8/03)	<p><b>Current vehicles permitted on road</b></p>  <p>Permitted on ANY municipal road where a by-law is created to enable their use</p> <p><b>Not permitted on road Restricted to off road use</b></p> 	<p><b>Additional by-law/amended existing by-law is required to permit new vehicle types</b></p>  <p>By-laws made before July 1, 2020 will not automatically permit these vehicles</p>	<p>In municipalities listed in Regulation 8/03, all ORV vehicle types, including new vehicle types, will be permitted on municipal roads.</p> <p><b>Municipalities must create a by-law to restrict or prohibit their use</b></p>
<b>Municipality A</b> Default speed limit less than 80km/h	<p><b>Current vehicles permitted on road</b></p>  <p>Permitted on ANY municipal road where a by-law is created to enable their use</p> <p><b>Not permitted on road Restricted to off road use</b></p> 	<p><b>Additional by-law/amended existing by-law is required to permit new vehicle types</b></p>  <p>By-laws made before July 1, 2020 will not automatically permit these vehicles</p>	<p><b>No changes</b></p> <p>Where a by-law is/was created to enable their use, these vehicles types or vehicles will continue to be permitted on any municipal road</p> <p><b>Additional by-law/amended existing by-law is required to permit new vehicle types</b></p>  <p>By-laws made before July 1, 2020 will not automatically permit these vehicles</p>

OPT - IN ←

→ OPT - OUT

**Ministry of  
Municipal Affairs  
and Housing**

Municipal Services Office  
Western Ontario  
659 Exeter Road, 2<sup>nd</sup> Floor  
London ON N6E 1L3  
Tel: 519 873-4020  
Toll Free: 1 800-265-4736  
Fax: 519 873-4018

**Ministère des  
Affaires municipales  
et du Logement**

Bureau des services aux municipalités  
de l'Ouest de l'Ontario  
659 Exeter Road, 2<sup>e</sup> étage  
London ON N6E 1L3  
Tél: 519 873-4020  
Sans frais: 1 800-265-4736  
Télé: 519 873-4018



July 22, 2020

Dear Municipal CAO / Clerk:

I am writing to inform you of recent changes to the *Municipal Act, 2001* to provide municipalities with new permissive authority.

The Government has made changes to expand the authority for municipalities to amend their procedure by-law to provide that electronic participation in open and closed municipal meetings may count towards quorum beyond times when an emergency declaration is in place. Extending the ability for municipalities to hold electronic meetings responds to feedback we have heard from municipalities that the ability to participate electronically in municipal meetings during the past months has been beneficial to continue the important work that municipalities do and has led to increased engagement with members of the public.

In addition, the Government has also passed changes to the legislation to give municipalities the authority to amend their procedure by-law to allow members of council who are unable to attend a meeting to appoint a proxyholder to act on their behalf, subject to certain limitations.

For more information on these amendments, please see the attached information sheets.

Both of these initiatives are optional, and it is up to your municipality to decide whether to provide for electronic participation in meetings and/or proxy appointments and what arrangements are suitable for your municipality.

If you have questions regarding these new provisions, please let me know.

Kind Regards

A handwritten signature in black ink, appearing to read "Ian Kerr", written over a light blue horizontal line.

Ian Kerr  
Regional Director  
Municipal Services Office – Western Region



# Proxy Voting for Municipal Council Members

July 2020

This document is intended to give a summary of complex matters. It does not include all details and does not take into account local facts and circumstances. This document refers to or reflects laws and practices that are subject to change. Municipalities are responsible for making local decisions that are in compliance with the law such as applicable statutes and regulations. This document applies only to those municipalities whose meeting rules are governed by the Municipal Act, 2001.

This document, as well as any links or information from other sources referred to in it, should not be relied upon, including as a substitute for specialized legal or other professional advice in connection with any particular matter. The user is solely responsible for any use or application of this document.

## Overview

The province is providing municipalities with the flexibility to choose to allow proxy votes for municipal council members who are absent. This power helps ensure continuing representation of constituents' interests on municipal councils when a member is unable to attend in person due to, for example, illness, a leave of absence, or the need to practice physical distancing.

Municipalities that wish to allow proxy voting must amend their procedure bylaws to allow a member of council to appoint another member of the same council to act in their place when they are absent.

## Optional and Flexible

Allowing proxy voting is optional and it is up to each municipality to determine whether to allow proxies for council and under what circumstances. If a municipal council chooses to allow proxy voting, it is up to each member to decide whether they wish to appoint a member of that council as a proxy or not if they are to be absent.

Municipalities have the flexibility to determine the scope and extent of proxy appointments including, for example, any local rules or limitations, the process for appointing or revoking a proxy, and how proxyholders may participate in meetings. Municipalities may wish to consider:

- how proxies may be established and revoked;
- circumstances where proxies may or may not be used; and
- how a proxyholder may participate in a meeting including voting, speaking, or asking questions on behalf of the appointing member.

If a municipality chooses to allow proxy voting, it would be the role of the municipal clerk to establish a process for appointing and revoking proxies. Municipalities may also wish to consider addressing proxy voting in their code of conduct or other local policies to help ensure that votes are appropriately cast and that the local process is followed.

Once a proxy has been appointed, the appointing member could revoke the proxy using the process established by the municipal clerk.

## Limitations

Limits to the proxy appointment process are set out in legislation. These include:

- A proxyholder cannot be appointed unless they are a member of the same council as the appointing member:
  - For upper-tiers, this means that a proxyholder has to be a member of the same upper-tier council as the appointee, regardless of lower-tier membership;

- A member cannot act as a proxyholder for more than one other member of council at a time;
- An appointed proxy is not counted when determining if a quorum is present;
- A member appointing a proxy shall notify the municipal clerk of the appointment in accordance with a local process established by the clerk; and
- When a recorded vote is taken, the clerk shall record the name and vote of every proxyholder and the name of the member of council for whom the proxyholder is acting.

Council member absence rules still apply. This means that a member's seat would become vacant if they are absent from the meetings of council for three successive months without being authorized to do so by a resolution of council.

## Accountability and Transparency

Members appointing proxies or acting as proxyholders are required to follow existing accountability and transparency requirements. For example, a member may not appoint a proxy or serve as a proxyholder on a matter in which they have a pecuniary interest under the *Municipal Conflict of Interest Act*. Municipalities may also want to consider transparency measures such as:

- communicating to the public who has appointed a proxy and who is serving as a proxy;
- publishing meeting agendas in advance so that proxies can be appointed, if needed, and potential conflicts of interest can be identified; and
- allowing members to participate electronically when not able to attend meetings in person rather than appointing a proxy.

For more information about existing accountability and transparency requirements, including the Municipal Conflict of Interest Act, codes of conduct and the role of the local integrity commissioner, please see the [Municipal Councillor's Guide](#).

## Contact

If you have questions regarding how these new provisions may impact your municipality, contact your local Municipal Services Office with the Ministry of Municipal Affairs and Housing.

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**  
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**  
Telephone: 519-873-4020 or 1-800-265-4736

## Additional Resources

- Municipal Act, 2001: <https://www.ontario.ca/laws/statute/01m25>
- The Ontario Municipal Councillor's Guide: <https://www.ontario.ca/document/ontario-municipal-councillors-guide-2018>



# Electronic Participation in Municipal Meetings

July 2020

This document is intended to give a summary of complex matters. It does not include all details and does not take into account local facts and circumstances. This document refers to or reflects laws and practices that are subject to change. Municipalities are responsible for making local decisions that are in compliance with the law such as applicable statutes and regulations. This document applies only to those municipalities whose meeting rules are governed by the Municipal Act, 2001.

This document replaces previous guidance released in March 2020 regarding electronic participation in municipal meetings during emergencies.

This document, as well as any links or information from other sources referred to in it, should not be relied upon, including as a substitute for specialized legal or other professional advice in connection with any particular matter. The user is solely responsible for any use or application of this document.

## Overview

The province has made changes to the *Municipal Act* to allow members of councils, committees and certain local boards who participate in open and closed meetings electronically to be counted for purposes of quorum (the minimum number of members needed to conduct business at a meeting).

These provisions are optional. Municipalities continue to have the flexibility to determine if they wish to use these provisions and incorporate them in their individual procedure bylaws.

Municipalities may wish to review their procedure bylaws to determine whether to allow members to participate in meetings electronically, and whether to take advantage of the new provisions based on their local needs and circumstances.

## What a municipality can do

A municipality can choose to hold a special meeting to amend their procedure bylaw to allow electronic participation. During this special meeting, members participating electronically can be counted for the purposes of quorum.

Municipal councils, committees and boards can choose to amend their procedure bylaws to:

- allow the use of electronic participation at meetings
- state whether members can participate in both open meeting and closed meetings
- state whether members participating electronically count towards quorum

It is up to municipalities to determine:

- whether to use these provisions
- the method of electronic participation
- the extent to which members can participate electronically (for example, it is up to municipalities to decide whether all council members participate electronically or whether some still participate when physically present in council chambers)

## Technology to use for electronic meetings

Municipalities, their boards and committees can choose the technology best suited to their local circumstances so:

- their members can participate electronically in decision-making
- meetings can be open and accessible to the public

Municipalities may want to engage with peers who have electronic participation in place to find out about best practices as they revise their procedure bylaws. Some municipalities may choose to use teleconferences while others may use video conferencing.

## Open meeting requirements

If a municipality chooses to amend their procedure bylaw to allow people to participate electronically, meetings would still be required to follow existing meeting rules, including that the municipality:

- provides notice of meetings to the public
- maintains meeting minutes
- continues to hold meetings open to the public ([subject to certain exceptions](#))

The *Municipal Act* [specifies requirements for open meetings](#) to ensure that municipal business is conducted transparently, and with access for and in view of the public. There are limited circumstances under the *Municipal Act* when municipal meetings can be conducted in closed session.

## Rules for local boards

Local boards subject to the meeting rules in the *Municipal Act* include:

- municipal service boards
- transportation commissions
- boards of health
- planning boards
- many other local boards and bodies

Some local boards may not be covered. For example, police services, library and school boards have different rules about their meetings, which are found in other legislation.

Municipalities are best positioned to determine whether a local entity is considered a local board. If in doubt whether a local entity is covered under these rules, municipalities can seek independent legal advice regarding the status of local entities and whether these new provisions would apply to them.

## Contact

If you have questions regarding how these new provisions might impact your municipality, contact your [local Municipal Services Office](#).

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
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- **Western Municipal Services Office**  
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## Additional Resources

- Municipal Act, 2001: <https://www.ontario.ca/laws/statute/01m25>
- The Ontario Municipal Councillor's Guide: <https://www.ontario.ca/document/ontario-municipal-councillors-guide-2018>

August 7<sup>th</sup>, 2020

Dear Municipal Stakeholder,

I am pleased to announce that as of **September 1, 2020** the province will be introducing a new regulatory framework which sets out evidentiary rules to govern school bus stop arm camera programs. Municipalities who choose to implement school bus stop arm camera programs will be able to use evidence from camera systems in court without requiring a witness to introduce that evidence. The regulation can be found at the following hyperlink: [Ontario Regulation 424/20: School Bus Cameras](#).

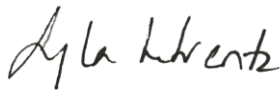
The rules under the *Provincial Offences Act* for school bus stop arm camera programs will mirror those currently in place for automated speed enforcement and red-light camera programs.

In support of municipalities interested in setting up school bus stop arm camera programs in their regions, the ministry has developed the attached guidance document. This document provides relevant information to assist municipalities in developing school bus stop-arm camera programs. The Ministry also encourages participating municipalities to engage in public outreach and education when enacting school bus stop-arm camera programs to maximize safety benefits.

The Ministry asks that you please bring this notice and attached guidance material to the attention of municipal staff responsible for traffic safety. If there are any questions regarding these amendments, please do not hesitate to contact the Acting Manager at the Safety Program Development Office Erik Thomsen at (647)-638-5210 or [erik.thomsen@ontario.ca](mailto:erik.thomsen@ontario.ca).

Thank you for your assistance in communicating this change and for your ongoing efforts to help improve the safety of students travelling on school buses.

Sincerely,



Angela Litrenta  
A/Director  
Safety Program Development Branch  
Ministry of Transportation

Attachment – Municipal Guidance Materials

## School Bus Stop Arm Camera Programs

Municipalities are responsible for all aspects of school bus stop arm camera program administration and are subject to all relevant rules and procedures included in the *Highway Traffic Act* (HTA), *Provincial Offences Act* (POA) and associated regulations. Additionally, municipalities are responsible for complying with all privacy and data retention rules outlined in the *Municipal Freedom of Information and Protection of Privacy Act*.

The Ministry of Transportation (MTO) has drafted these guidelines to support municipalities in developing safety-oriented school bus stop arm camera programs in their communities by providing information on relevant legislative requirement, processes and responsibilities.

Municipalities are responsible for ensuring that school bus stop arm camera programs are implemented transparently and for the express purpose of promoting road safety, while maintaining public trust.

### Ontario’s School Bus Stop Arm Camera Regulatory Framework

Effective September 1, 2020, the school bus stopping law has been expanded so that the extension of the school bus stop arm becomes an element of the offence. This change makes it illegal for drivers to pass a stopped school bus that has a stop arm extended, regardless of whether the bus’s overhead red lights are activated. This change makes it easier for provincial offences officers to make certified statements about the camera and for Crown prosecutors to demonstrate that an offence has occurred using camera technology. The prosecution of school bus camera offences will no longer require the introduction of evidence by a supporting witness.

With this new program, municipalities will continue to have the choice as to whether they would like to set up a school bus stop arm camera program in their municipality. Some examples of other evidentiary requirements include:

- ▶ State that the system used to take the photograph was an automated school bus stop arm camera system as per the regulation;
- ▶ Set out the manufacturer's name and the model number of the automated school bus stop arm camera system used to take the photograph; and
- ▶ State the name of the municipality in which the school bus was located when the photograph was taken.

For a full list of evidentiary requirements, please consult the HTA and its relevant school bus stop arm camera regulations, along with the Part 1 *Provincial Offences Act* forms.

### General Operating Considerations

Municipalities should comply with existing privacy rules in the *Municipal Freedom of Information and Protection of Privacy Act* for storing and transferring sensitive information. MTO recommends that municipalities undertake a privacy assessment before launching a school bus stop arm camera program.

The camera technology chosen will need to be able to capture all elements of the offence – such as the stop arm being actuated while the bus is passed by a motor vehicle that has a clearly visible number plate, etc. – and comply with all requirements set out in the future school bus stop arm camera regulation. Video at a minimum of 10fps, or an equivalent for a series of photographs that are taken in very quick succession, is a requirement. Please consult the HTA and its relevant school bus stop arm camera regulations, along with the Part 1 *Provincial Offences Act* forms, prior to setting up your school bus stop arm camera program.

Sections 175 (19) and 175 (20) of the HTA set out the penalties for the owner-based offences for passing/overtaking a school bus. Under a school bus stop arm camera program, the penalties for these owner liability offences remain unchanged. The set fine for these offence(s) is \$400 with a maximum penalty of \$2,000.

Also, being that these are owner-based offences, demerit points and licence suspensions are not imposed upon conviction. Those drivers convicted of a school bus passing offence may be subject to licence plate denial if they default on the fines.

Signage will be uniform across the province, signage requirements will be outlined as part of the plate registrant data access agreement.

Privacy

Procurement

Penalties

Signage

School Bus Stop Arm Camera Programs (continued)

Public Education	<p>Research demonstrates that public awareness of automated enforcement programs like school bus stop arm cameras, automated speed enforcement cameras, and red-light cameras, is an important element in their success. Municipalities should consider developing a communication/public education plan to inform the public about their school bus stop arm camera programs.</p> <p>Communications and public education activities, which might take the form of websites, question and answer resources, social marketing and social media campaigns, should be sustained in advance of the program’s launch and during its operation.</p>
Evidence Processing	<p>Under POA section 3(2), only a designated provincial offences officer may issue an offence notice.</p> <p>Consistent with the province’s existing red light camera program and automated speed enforcement program, provincial offences officers will be responsible for reviewing evidence collected by school bus cameras, certifying this evidence and issuing an offence notice by mail, based on vehicle owner address data supplied by the Ministry.</p> <p>Provincial offences officers are responsible for a range of activities as part of charging and prosecution processes, including:</p> <ul style="list-style-type: none"><li>▶ Reviewing evidence (video or photographic) and forming a belief that an offence was committed;</li><li>▶ Certifying the accuracy of that evidence;</li><li>▶ Making a request to MTO for plate registrant information to determine vehicle owner address information;</li><li>▶ Issuing and mailing POA offence notices with a set of images/video of the offence occurring;</li><li>▶ In cases where the charge is disputed, the provincial offences officer will request MTO provide a certified copy of the plate holder information as evidence.</li></ul>
Access to Plate Registrant Data	<p>Participating municipalities will be required to enter into a data access agreement with MTO for the purposes of accessing licence plate registrant information. Access to the data for this purpose is restricted to persons who have been designated as a provincial offences officer by the ministry.</p> <p>This data access agreement will set out the terms, conditions and audit requirements which municipalities must adhere to, including confidentiality clauses that restrict disclosure of licence plate registrant data to only authorized users. For specific questions about the agreement with the ministry, please contact <a href="mailto:Luc.Spina@ontario.ca">Luc.Spina@ontario.ca</a>.</p>
Hiring Municipal Provincial Offences Officers	<p>Subsection 1(3) of the POA provides the authority for the appointment of provincial offences officers. MTO will coordinate with municipalities so that the required documentation required to designate these officers can be prepared and approved.</p> <p>The Ministry of the Solicitor General (SOLGEN) sets Ontario’s policy with respect to who can be appointed as a provincial offences officer under the POA. Under this policy only municipal employees and police officers can receive designation and thus lay charges under automated enforcement programs.</p> <p>Prior to issuing offence notices municipalities should ensure the POA officer is sufficiently trained so that they can make all the certified statements necessary for the certificate of offence.</p>
Joint and Independent Evidence Processing	<p>The Ministry recognizes that some municipalities may choose to set up their own school bus stop arm camera programs with independent evidence processing, while others may choose to adopt a joint processing approach, similar to the automated speed enforcement and red light camera programs. MTO’s framework does not restrict municipalities in joint or independent evidence processing.</p> <p>Municipalities that issue school bus camera offences must request a series of ticket numbers. Ticket numbers will be issued by the POA Unit, Ministry of the Attorney General and should be included as part of the charging document that is filed with their local Provincial Offences court.</p>



July 28, 2020

Honourable Navdeep Bains  
Minister of Innovation, Science and Industry  
C.D. Howe Building  
235 Queen Street  
Ottawa, ON K1A 0H5

Re: Investment in Rural Broadband Infrastructure

Dear Honourable Navdeep Bains:

On behalf of the residents and businesses of the Town of Mono, I want to add my voice to that of Ontario Minister of Municipal Affairs and Housing, the Honourable Steve Clark, in reminding your government of the importance of bringing high speed Internet to rural areas. Without reliable Internet access, businesses and residents are being left behind, furthering the digital divide between rural and urban centres.

The COVID-19 pandemic has only revealed deeper issues with Internet access in rural communities as businesses, students and teachers struggled with unreliable Internet. Rural residents are concerned that limited access is preventing their children from accessing remote learning tools and is leaving them behind in their education. It is hampering economic growth and limiting businesses' ability to recover from the pandemic.

Building the infrastructure needed to address these concerns will take a concerted effort by all levels of government. The Town of Mono, as a lower tier Ontario municipality, has been working on the issue for a number of years as has the upper tier County of Dufferin, including investing in the Southwestern Integrated Fibre Technology (SWIFT) initiative.

The need for immediate action has never been greater. We are encouraged by the Province of Ontario's commitment to invest a further \$315 million in the Broadband and Cellular Action Plan. The Town of Mono urges your government to take urgent action to provide immediate funding to build the infrastructure needed to ensure reliable broadband service in rural and underserved areas in Ontario.

Regards,

**TOWN OF MONO**



Laura Ryan  
Mayor

Copies:

Honourable Catherine McKenna, Minister of Infrastructure and Communities  
Honourable Maryam Monsef, Minister of Rural Economic Development  
Honourable Ahmed Hussen, Minister of Families, Children and Social Development  
Honourable Kyle Seebach, MP Dufferin-Caledon, Ontario  
Honourable Steve Clark, Minister of Municipal Affairs and Housing, Ontario  
Honourable Laurie Scott, Minister of Infrastructure, Ontario  
Honourable Sylvia Jones, MPP Dufferin-Caledon, Ontario; Solicitor General, Ontario  
All Ontario Municipalities (via email)

## **Diversity Training Program**

Town of Orangeville Resolution 2020-194, passed June 8, 2020

*Moved by Mayor Brown, Seconded by Deputy Mayor Macintosh*

*WHEREAS The Town of Orangeville recognizes there have been questions in the public related to both diversity training and use of force training and protocols for Police Services, including in Ontario;*

*WHEREAS the Town recognizes that police officers join this profession out of a desire to do good, to serve and to protect the communities they serve;*

*AND WHEREAS an understanding of community diversity can foster authentic inclusion;*

*AND WHEREAS empathy training, and de-escalation training, can support understanding other people's perspectives;*

*AND WHEREAS the Town recognizes that policing can be a dangerous profession, and officer as well as community safety are critical considerations in law enforcement;*

*AND WHEREAS the Ontario Provincial Police have indicated they have a comprehensive diversity training program, however there may not be the same resources available across the entire province for smaller Police Services;*

*AND WHEREAS there is concern in the public about the boundaries of use of force, such as neck restraints, and oversight;*

*AND WHEREAS there isn't clarity on a common bar on diversity and empathy training or on use of force and oversight;*

*THEREFORE BE IT RESOLVED that the Mayor write to the Solicitor General to encourage common training requirements for all members of Police Services in Ontario as it relates to diversity, empathy and use of force;*

*AND THAT the Solicitor General provide clarity on police oversight going forward given the anticipated changes to legislation to ensure effective accountability continues;*

*AND THAT annual updates or refresher courses be mandatory to ensure our Police Services have the best and current information available to them;*

*AND THAT THE TOWN request that the use of force protocols be reviewed to ensure they are safe and would meet current standards, and then shared across the province;*

*AND THAT THE TOWN circulate this resolution to all Ontario municipalities seeking their support.*

**"Carried"**



# The Corporation of The Town of Amherstburg

August 14, 2020

VIA EMAIL

Chris Lewis, Member of Parliament  
House of Commons  
Ottawa, Ontario,  
Canada  
K1A 0A6  
[Chris.Lewis@parl.gc.ca](mailto:Chris.Lewis@parl.gc.ca)

Dear Mr. Lewis:

**RE: Support for Private Member's Bill M-36 – Emancipation Day**

At its meeting of August 10<sup>th</sup>, 2020, Council passed the following resolution for your consideration:

**“That Administration BE DIRECTED to send correspondence in support of the City of Owen Sound’s resolution regarding Emancipation Day and that the House of Commons recognizes that:**

- a. The British Parliament abolished slavery in the British Empire as of August 1, 1834;
- b. Slavery existed in the British North America prior to the abolition in 1834;
- c. Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1st as Emancipation;
- d. The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for people of African Descent to highlight the important contributions that people of African descent have made to Canadian society, and to provide a platform for confronting anti-Black racism; and,
- e. The heritage of Canada's peoples of African descent and the contributions they have made and continue to make to Canada and in the opinion of the House, the Government should designate August 1 of every year as "Emancipation Day" in Canada.”

Enclosed is a copy of the City of Owen Sound's resolution for convenience and reference purposes.

Regards,

A handwritten signature in black ink, appearing to read 'T. Fowkes', with a large, stylized initial 'T'.

Tammy Fowkes  
Deputy Clerk, Town of Amherstburg  
(519) 736-0012 ext. 2216  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

**CC:**

Taras Natyshak, MPP

Email: [tnayshak-gp@ndp.on.ca](mailto:tnayshak-gp@ndp.on.ca)

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex

Email: [rauger@essex.ca](mailto:rauger@essex.ca)

Jennifer Astrologo, Director of Corporate Services/Clerk - Town of Kingsville

Email: [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)

Agatha Robertson, Director of Council Services/Clerk - Town of LaSalle

Email: [arobertson@lasalle.ca](mailto:arobertson@lasalle.ca)

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore

Email: [knewman@lakeshore.ca](mailto:knewman@lakeshore.ca)

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington

Email: [bpercy@leamington.ca](mailto:bpercy@leamington.ca)

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh

Email: [lmoy@tecumseh.ca](mailto:lmoy@tecumseh.ca)

Mary Birch, Director of Council and Community Services/Clerk -County of Essex

Email: [mbirch@countyofessex.ca](mailto:mbirch@countyofessex.ca)

Valerie Critchley, City Clerk – City of Windsor

Email: [clerks@citywindsor.ca](mailto:clerks@citywindsor.ca)

Association of Municipalities of Ontario (AMO)

Email: [amo@amo.on.ca](mailto:amo@amo.on.ca)

Jamie Eckenswiller, Deputy Clerk City of Owen Sound

Email: [jeckenswiller@owensound.ca](mailto:jeckenswiller@owensound.ca)

All Ontario Municipalities

July 31, 2020

Alex Ruff, Member of Parliament  
Bruce – Grey – Owen Sound  
1102 2<sup>nd</sup> Avenue East, Suite 208  
Owen Sound, ON N4K 2J1

Dear Mr. Ruff:

**Re: Support for Private Member's Bill M-36 – Emancipation Day**

At its Regular meeting held on July 27, 2020, the Council of the Corporation of the City of Owen Sound considered the above noted matter and passed Resolution No. R-200727-023 as follows:

R-200727-023

**"THAT Owen Sound City Council acknowledges and supports the following Private Members Bill put forward by Majid Jowhari: M-36, Emancipation Day, 43rd Parliament, 1st Session that reads as follows:**

**"THAT the House recognizes that:**

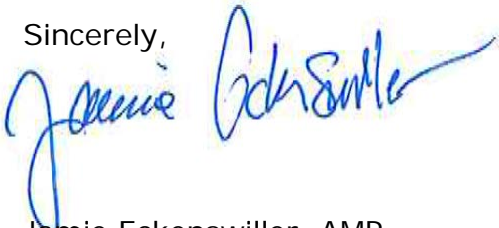
- a. The British Parliament abolished slavery in the British Empire as of August 1, 1834;**
- b. Slavery existed in the British North America prior to the abolition in 1834;**
- c. Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1st as Emancipation;**
- d. The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for people of African Descent to highlight the important contributions that people of African descent have made to Canadian society, and to provide a platform for confronting anti-Black racism;**
- e. The heritage of Canada's peoples of African descent and the contributions they have made and continue to make to Canada and in the opinion of the House, the Government should designate August 1 of every year as "Emancipation Day" in Canada."; and**

**THAT support for this motion be sent to the Member of Parliament for Bruce-Grey-Owen Sound and all House of Commons representatives; and**

**THAT support for this motion be sent to all municipalities in Ontario."**

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Eckenswiller", with a stylized flourish extending from the end.

Jamie Eckenswiller, AMP  
Deputy Clerk  
City of Owen Sound

cc. All Members of the House of Commons  
All Ontario Municipalities



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

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

Phone: (519) 395-3735

Fax: (519) 395-4107

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

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

Honourable Doug Ford, Premier of Ontario,  
Queen's Park Legislative Building  
1 Queen's Park, Room 281  
Toronto, ON M7A 1A1

August 17, 2020

Dear Honourable Doug Ford;

Re: Copy of Resolution #485

Motion No. 485

Moved by: Don Murray    Seconded by: Carl Sloetjes

THAT the Township of Huron-Kinloss hereby support the Council of the Township of Mapleton in their request that: The Province of Ontario undertake a review of the Farm Property Tax Class Rate Program to determine:

- a. The appropriateness of the cost of the Farm Property Tax Class Rate Program falling disproportionately amongst rural residential and business property owners when the benefit of an economically competitive agricultural industry and affordable food and agricultural products is a provincial objective that should be shared amongst all taxpayers in Ontario;
- b. The adequacy of funding being provided to rural municipalities to offset the cost of the Farm Property Tax Class Rate Program;
- c. The differences between the amount of property taxes paid in rural and urban municipalities and the root causes of those differences;
- d. Economic competitiveness concerns with disproportionately higher average property taxes being paid in rural municipalities;
- e. Other methods of delivering the farm tax rebate program to farmland owners where the cost can be shared province wide

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kelly Lush', written in a cursive style.

Kelly Lush  
Deputy Clerk

c.c. Honourable Steve Clark, Minister of Municipal Affairs and Housing, Honourable Rod Phillips, Minister of Finance, Honourable Ernie Hardeman, Minister of Agriculture, Food & Rural Affairs, MPP Randy Pettapiece, Honourable Ted Arnott, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA) and Association of Municipalities of Ontario (AMO).

**From:** [Tracy MacDonald](#)  
**To:** [Carey Herd](#); [Nicole Martin](#); [Susan Stone](#); [Deputy Clerk Grand Valley](#); ["Denise Holmes"](#); [Fred Simpson](#); [Tracey Atkinson](#); [Jennifer Willoughby](#); [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org); [Seeback, Kyle - M.P.](#)  
**Subject:** Council Resolution  
**Date:** Monday, August 17, 2020 3:08:25 PM

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Good afternoon,

Orangeville Council, at its August 10, 2020 meeting passed the following resolution:

Whereas the Town of Caledon has initiated a petition to request the provincial and federal government to declare broadband as an essential service and to take action to help facilitate telecommunication access to existing infrastructure including underutilized or dark fibre optic network and hydro poles in support of affordable and reliable broadband expansion in all communities; and

Whereas similar to telephone and hydro, broadband has become essential for residents, businesses, youth, schools and for municipalities to deliver public services; and

Whereas access to broadband is a key component of economic development and is increasingly important for conducting business on-line; and

Whereas access to affordable and reliable high-speed internet allows individuals and communities to thrive and access essential information and services; and

Whereas there are unserved and underserved rural communities in Dufferin County and Caledon that do not have access to affordable and reliable high-speed internet;

Now therefore be it resolved that Council for the Town of Orangeville recognizes and supports broadband connectivity as an essential service and hereby requests Kyle Seeback, MP and Honourable Sylvia Jones, MPP to take action through their respective governments to declare broadband as an essential service and to help facilitate telecommunication access to existing infrastructure including underutilized or dark fibre optic network and hydro poles in support of affordable and reliable broadband expansion in all communities; and

That a copy of this resolution be sent to the County of Dufferin and the local municipalities in the County of Dufferin seeking their support and to the Town of Caledon.

**Tracy Macdonald | Assistant Clerk | Corporate Services**

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

519-941-0440 Ext. 2256 | Toll Free 1-866-941-0440 Ext. 2256

[tmacdonald@orangeville.ca](mailto:tmacdonald@orangeville.ca) | [www.orangeville.ca](http://www.orangeville.ca)

Municipal Office  
15 Water Street  
Telephone (705) 282-2420  
Fax (705) 282-3076

Postal Box 590  
Gore Bay, Ontario  
P0P 1H0



Office of the  
Clerk

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August 18, 2020

Mary Medeiros  
City Clerk  
The Corporation of the City of Oshawa  
50 Centre Street south  
Oshawa, ON L1H 3Z7

Dear Mary;

**Re: Support of COVID-19 Funding**

Please be advised that at a recent Council meeting held on August 10, 2020 Council reviewed your correspondence regarding COVID-19 Funding.

The Town of Gore Bay is in support of The Corporation of the City of Oshawa requesting support of their motion to request the Federal, Provincial and Regional Government to help municipalities assist their local social cultural, service clubs and children/youth minor sporting organizations with clear and definitive relief funding programs. Please find attached a certified true copy of Resolution No. 14876 indicating the Town of Gore Bay's support.

Yours truly,

Stasia Carr  
Clerk  
SC/cp  
Encl.

cc: Mr. Justin Trudeau, *The Right Honourable Prime Minister of Canada*  
Mr. Douglas Ford, *The Honourable Premier of Ontario*  
*All other Municipalities with the Province of Ontario*

**THE CORPORATION OF THE TOWN OF GORE BAY**

**RESOLUTION NUMBER 14876**

14876

***Moved by Ken Blodgett***

***Seconded by Kevin  
Woestenenk***

***WHEREAS the Government of Canada and the Province of Ontario have committed they through the Canada Council for Arts will continue to work with the Government of Canada, as well as through provincial, territorial, and municipal partners, to ensure the strength of the cultural sector;***

***AND WHEREAS to date there has been no further indication as to tools, funding measures, or financial support provided;***

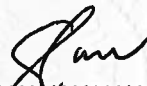
***AND WHEREAS the City of Oshawa is requesting support of their motion to request the Federal, Provincial and Regional Government to help municipalities assist their local social cultural, service clubs and children/youth minor sporting organizations with clear and definitive relief funding programs;***

***THEREFORE BE IT RESOLVED THAT Gore Bay Council support the City of Oshawa's motion and they be so advised.***

***FURTHER A copy of this resolution be sent to the Right Honourable Prime Minister of Canada, the Premier of Ontario, and all municipalities within Ontario.***

***Carried***

THIS IS A CERTIFIED TRUE COPY  
OF RESOLUTION NUMBER 14876  
ADOPTED BY COUNCIL ON  
AUGUST 10, 2020

  
.....  
Stasia Carr  
Clerk

Municipal Office  
15 Water Street  
Telephone (705) 282-2420  
Fax (705) 282-3076



Postal Box 590  
Gore Bay, Ontario  
P0P 1H0

Office of the  
Clerk

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August 18, 2020

Frank Prevost  
Mayor  
Township of South Glengarry  
6 Oak Street  
Lancaster, ON K0C 1N0

Dear Frank;

**Re: Support of Long Term Care Facility Inspections**

Please be advised that at a recent Council meeting held on August 10, 2020 Council reviewed your request for support urging the Ontario Government to provide funding to increase the fulltime positions in place of casual and part time labour in long term care homes.

The Town of Gore Bay is in support of the Township of South Glengarry's request to the Ministry of Long Term Care to enact regular inspections of all long term care homes. Please find attached a certified true copy of Resolution No. 14878 indicating the Town of Gore Bay's support.

Yours truly,

Stasia Carr  
Clerk  
SC/cp  
Encl.

cc: Mr. Justin Trudeau, *The Right Honourable Prime Minister of Canada*  
Mr. Douglas Ford, *The Honourable Premier of Ontario*  
*All other Municipalities with the Province of Ontario*

**THE CORPORATION OF THE TOWN OF GORE BAY**

**RESOLUTION NUMBER 14878**

14878

*Moved by Patricia Bailey*

*Seconded by Leeanne  
Woostenenk*

***WHEREAS the Township of South Glengarry has passed a motion urging the Ontario Government to provide funding to increase the fulltime positions in place of casual and part time labour in long term care homes;***

***AND WHEREAS they further request the Ministry of Long Term Care to enact regular inspections of all long term care homes;***

***THEREFORE BE IT RESOLVED THAT the Town of Gore Bay supports the Township of South Glengarry's motion and they be so advised;***

***FURTHER a copy of this motion be sent to the Ministry of Long Term Care.***

***Carried***

THIS IS A CERTIFIED TRUE COPY  
OF RESOLUTION NUMBER 14878  
ADOPTED BY COUNCIL ON  
AUGUST 10, 2020

  
.....  
Stasia Carr  
Clerk

Municipal Office  
15 Water Street  
Telephone (705) 282-2420  
Fax (705) 282-3076

Postal Box 590  
Gore Bay, Ontario  
P0P 1H0



Office of the

Clerk

August 18, 2020

Judy Smith, CMO  
Director Municipal Governance  
Clerk/Freedom of Information Coordinator  
Municipality of Chatham-Kent  
Corporate Services - Municipal Governance  
315 King Street West, P.O. ox 640  
Chatham, ON N7M 5K8

Dear Judy;

**Re: Support of Emancipation Day Resolution**

Please be advised that at a recent Council meeting held on August 10, 2020 Council reviewed your correspondence regarding the request for support for Emancipation Day Resolution.

The Town of Gore Bay is in support of the Municipality of Chatham-Kent supporting the Private Members Bill stating August 1<sup>st</sup> of every year should be designated as "Emancipation Day" in Canada to acknowledge the heritage of Canada's people of African decent and the contributions they have made and continue to make in Canada. Please find attached a certified true copy of Resolution No. 14877 indicating the Town of Gore Bay's support.

Yours truly,

Stasia Carr  
Clerk  
Encl.  
SC/cp

cc: Mr. Justin Trudeau, *The Right Honourable Prime Minister of Canada*  
Mr. Douglas Ford, *The Honourable Premier of Ontario*  
*All other Municipalities with the Province of Ontario*

**THE CORPORATION OF THE TOWN OF GORE BAY**

**RESOLUTION NUMBER 14877**

14877

*Moved by Leeanne Woestenenk*

*Seconded by Aaron Wright*

***WHEREAS the Municipality of Chatham-Kent has passed a motion supporting the Private Members Bill stating August 1st of every year should be designated as "Emancipation Day" in Canada to acknowledge the heritage of Canada's people of African decent and the contributions they have made and continue to make in Canada;***

***AND WHEREAS the Municipality of Chatham-Kent is requesting all Ontario Municipalities to support their motion;***

***THEREFORE BE IT RESOLVED THAT Gore Bay agree to designating August 1st of every year as Emancipation Day in Canada, and the Municipality of Chatham be so advised, and a copy of this motion be sent to MPP Carol Hughes and to all House of Commons Representatives.***

***Carried***

THIS IS A CERTIFIED TRUE COPY  
OF RESOLUTION NUMBER 14877  
ADOPTED BY COUNCIL ON  
AUGUST 10, 2020

  
.....  
Stasia Carr  
Clerk



## Community Services

### Legislative Services

August 25, 2020

File #120203

Sent via email: [Anthony.Rota@parl.gc.ca](mailto:Anthony.Rota@parl.gc.ca)

The Honourable Anthony Rota,  
Chair of the Board for Internal Economy  
House of Commons  
Ottawa, ON K1A 0A6

Honourable and Dear Sir:

**Re: City of Elliott Lake - Private Members Bill M-36 to Declare August 1 as  
"Emancipation Day" in Canada**

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of August 24, 2020 received and supported correspondence from the City of Elliott Lake dated August 14, 2020 acknowledging the Private Member Bill put forward by Majid Jowhari: M-36, Emancipation Day, 43<sup>rd</sup> Parliament, 1 Session.

Attached please find a copy of the City Elliott Lake's correspondence dated August 14, 2020.

Thank you for your attention to this matter.

Yours very truly,

Carol Schofield, Dipl.M.A.

Manager, Legislative Services/Clerk

[cschofield@forterie.ca](mailto:cschofield@forterie.ca)

CS:dlk

Encl.

Sent via email

Natalie Bray, City Clerk, City of Elliott Lake [nbray@city.elliottlake.on.ca](mailto:nbray@city.elliottlake.on.ca)

Michael Mantha, MPP, Algoma-Manitoulin [mmantha-qp@ndp.on.ca](mailto:mmantha-qp@ndp.on.ca)

Carol Hughes, MP, Algoma-Manitoulin-Kapuskasing [carol.hughes@parl.gc.ca](mailto:carol.hughes@parl.gc.ca)

Ontario Municipalities

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Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)

**THE CORPORATION OF  
THE CITY OF ELLIOT LAKE**

**CERTIFIED TRUE COPY**

Moved By: T. Turner  
Seconded By: L. Cyr

THAT the City of Elliot Lake Council acknowledges and supports the following Private Member Bill put forward by Majid Jowhari: M-36, Emancipation Day, 43rd Parliament, 1 Session that reads as follows:

"THAT the House recognizes that:

The British Parliament abolished slavery in the British Empire as of August 1, 1834;

Slavery existed in the British North America prior to the abolition in 1834; Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1st as Emancipation;

The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for people of African Descent to highlight important contributions that people of African descent have made to Canadian society, and to provide a platform for confronting anti-Black racism;

The heritage of Canada's peoples of African descent and the contributions they have made and continue to make to Canada and in the opinion of the House, the Government should designate August 1 of every year as "Emancipation Day" in Canada; and

THAT support for this motion be sent to the Member of Parliament for Algoma and all House of Commons representatives; and

THAT support for this motion be sent to all municipalities in Ontario.

Resolution No. 249/20 Carried Mayor Dan Marchisella



**Certified True Copy.**

*Natalie Bray*

City Clerk August 14, 2020

**RECEIVED**

**AUG 24 2020**

**BY COUNCIL**

# **Bill 197 – Overview**

## **Ministry of Municipal Affairs and Housing Municipal Information Sessions**

August 27, 2020      Municipal Services Office-Western

# Important Notice

- The information in this presentation deals in a summarized fashion with complex matters and reflects legislation, policies and practices that are subject to change.
- The examples and links listed are the responsibilities of the municipalities or persons who implemented them.
- This information should not be relied upon as a substitute for specialized legal or professional advice in connection with any particular matter and should not be construed as legal or professional advice by the Ministry of Municipal Affairs and Housing. The user is solely responsible for any use or the application of this information.

# Session Overview

The following topics will be covered during the presentation:

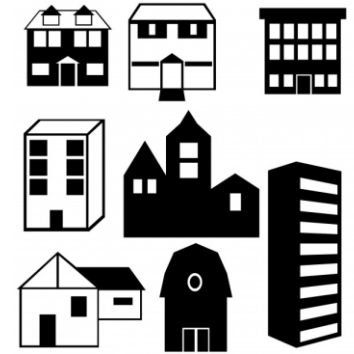
1. Building Code Act
2. Enhanced Minister's Zoning Order
3. Provincial Land and Development Facilitator
4. Electronic Participation at Meetings
5. Proxy Votes
6. Community Benefits Charges and Related Matters

# **Building Code Act**

# Building Code Act Amendments

Amendments include:

- Convert regulation making authority from Lieutenant Governor in Council (LGIC) to Minister of MMAH
- Clarify the ability to adopt national construction codes by reference
- Establish regulation-making authority to require certain aspects of building construction to be designed by professional engineers or architects



Changes will:

- Improve Province's ability to respond to urgent public safety or other building-related issues
- Help Province meet obligations for timely adoption of future editions of National Construction Codes, reduce barriers to trade and help keep cost of construction affordable
- Bring Building Code in line with how changes are made to the Ontario Fire Code

# **Enhanced Minister's Zoning Order**

# Enhanced Minister's Zoning Order (MZO)

- Amendments to the Planning Act
- New authority can remove potential barriers and expedite planning approvals
- May remove municipal use of site plan control
- May require agreements between municipalities and proponents on site plan matters
- May be used to require inclusionary zoning and thereby set affordable housing requirements (e.g., number of units, affordability, duration etc.)
- May be amended without providing advance notice
- Can not be used in the Greenbelt Area (all lands included in Niagara Escarpment Plan, Oak Ridges Moraine Conservation Plan, Greenbelt Plan Protected Countryside and Urban River Valleys)

# How does the enhanced MZO work for site plan?

- It removes the ability for the municipality to use its site plan control authority under the Planning Act, but the Minister may instead require the proponent to enter into an agreement with the municipality to address matters typically dealt with through site plan
- Where an agreement is required, the municipality continues to lead the discussion and negotiation with the proponent on site plan matters and the development of the agreement
- The Minister can provide written direction to the proponent and the municipality on any site plan matters, such as walkways, lighting, landscaping, and the site plan agreement must comply with this direction.
- Like other MZOs, the site plan agreements or the Minister's direction on the agreements cannot be appealed to the Local Planning Appeal Tribunal (LPAT)

# **Provincial Land and Development Facilitator**

# Provincial Land and Development Facilitator

- The office of the Provincial Land and Development Facilitator (PLDF), which has existed in various forms for many years as an advisory body, has been permanently established in legislation. The essential role of the PLDF is unchanged
- The Minister will appoint one person as the PLDF, establish a terms of reference and continue to provide direction on the matters in which the Facilitator becomes involved
- Through the PLDF, the government will take a leadership role and work collaboratively with both municipalities and stakeholders to explore all opportunities to stimulate the economy
- The PLDF will also provide objective, confidential and independent advice to the Minister, which can be used to resolve complex challenges on provincial priority projects, unlock and accelerate land development, and create jobs

# Electronic Meetings

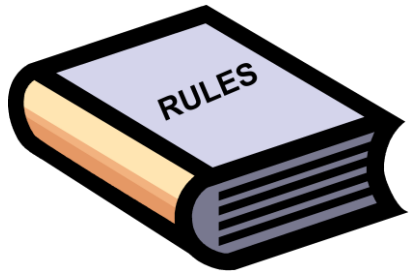
# Electronic Meetings Overview

- Amendments to the Municipal Act allow for electronic meetings at all times and permit electronic participation to count towards quorum
- Applies to councils, committees and certain local boards
- Provisions are optional
- Municipalities may wish to review their procedure by-laws to determine whether to take advantage of the new provisions



# Electronic Meetings

## What a Municipality Can Do



- Procedure by-laws can be amended to:
  - Allow the use of electronic participation at meetings
  - State whether members can participate in open and closed meetings electronically
  - State whether members participating electronically can be counted towards quorum
- Municipalities have the flexibility to determine:
  - Whether to use these provisions
  - The method of electronic participation
  - The extent to which members can participate electronically
- Municipalities can choose the technology best suited to their local circumstances
- Municipalities may choose to hold a special meeting electronically to amend their procedure by-law

# Electronic Meetings

## Open Meetings and Rules for Local Boards

- Meetings would still be required to follow existing meeting rules, including:
  - Notice provisions
  - Maintain meeting minutes
  - Continue to hold meetings open to the public (subject to certain exceptions)
- Examples of local boards subject to the meeting rules include:
  - Municipal services boards
  - Transportation committees
  - Boards of health
  - Planning boards
- Examples of local boards not covered include:
  - Police services boards
  - Library boards
  - School boards



# Proxy Voting

# Proxy Voting Overview

- Amendments to Municipal Act
- Municipalities have flexibility to choose to allow proxy votes for council members who are absent from meetings
- Municipalities can amend their procedure by-law if choosing to take advantage of this flexibility
- If a municipality chooses to use proxies, it is the role of the clerk to establish a process for appointing and revoking proxies



# Proxy Voting

## Optional and Flexible

- Allowing proxy voting is optional
- Councils have flexibility to determine scope and extent of proxy appointments, subject to certain limitations
- Proxy can be revoked
- Considerations for municipalities include:
  - How proxies may be established and revoked
  - Circumstances where proxies may or may not be used
  - How a proxyholder may participate in a meeting including voting, speaking or asking questions on behalf of the appointing member
  - Amending code of conduct or other policies to help ensure votes are appropriately cast

# Proxy Voting Limitations



- Municipal Act provides for certain limitations:
  - Proxyholder must be member of same council
  - A Member cannot be proxyholder for more than one other member at the same time
  - Appointed proxy is not counted towards quorum
  - Member appointing a proxy shall notify the clerk of the appointment
  - During recorded votes, clerk shall record name and vote of every proxyholder and name of member proxyholder is acting for
- Council member absence rules still apply
  - A member's seat would become vacant if absent from meetings for 3 successive months without approval of council by resolution

# Proxy Voting

## Accountability and Transparency

- Existing accountability and transparency requirements apply
  - e.g. Municipal Conflict of Interest Act
- Additional accountability and transparency considerations:
  - Communicate to the public about the use of proxies
  - Publish meeting agendas in advance to permit time for proxies to be appointed
  - Allow members to participate electronically when not able to attend in person
  - Consult the Municipal Councillor's Guide for more information on accountability and transparency



# **Community Benefits Charges and Related Matters**

# Community Benefits Charges and Related Measures Overview

- A new framework has been implemented for:
  - Community Benefits Charges;
  - Development Charges; and,
  - Parkland Dedication
- The new framework enhances transparency and certainty with respect to the costs of development
- Municipalities have two years from the date that the community benefits charge regulation comes into effect to transition to the new framework if they choose to do so

# Community Benefits Charges

- Community Benefits Charge (CBC) provisions have been amended under the Planning Act in order to increase cost certainty and provide municipalities with the flexibility to enable growth to pay for growth
- The CBCs apply only to higher density residential development
  - e.g. buildings with 10 or more residential units and 5 or more storeys.
- CBCs are permitted to be levied by single and lower-tier municipalities to fund the capital costs of any service that is attributable to growth if not being recovered through another mechanism (e.g. development charges)

# Development Charges

- Changes to the Development Charges Act expand the list of eligible services funded through development charges to provide cost certainty and maintain municipal revenues (see next slide)
- The changes restore most former soft services back to the development charge regime (e.g. services formerly collected through development charges)
- There are no legislative requirement to discount the eligible growth-related costs for these services

# Development Charges Soft Services

Soft services subject to the development charge regime:

**Public libraries**

**Long-term care**

**Parks  
development**

**Public health**

**Recreation**

**Child care**

**Housing  
services**

**Court services  
and by-law  
enforcement**

**Emergency  
preparedness**

# Parkland Dedication

- Transparency and accountability increased by the new parkland provisions
- Enables municipalities to use both the parkland dedication provisions and community benefits charges in respect of the same development
- Introduces an appeal mechanism for parkland by-laws
  - content relating to the alternative rate would be appealable to the Local Planning Appeal Tribunal (LPAT)



# MSO Contacts

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

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City of Oshawa  
Mary Medeiros City Clerk  
50 Centre Street South,  
Oshawa, Ontario L1H 3Z7

August 28, 2020

Dear Ms. Medeiros;

Re: Copy of Resolution #512

Motion No. 512

Moved by: Ed McGugan    Seconded by: Carl Sloetjes

THAT the Township of Huron-Kinloss Council support the City of Oshawa in their request that the Federal, Provincial, and Regional Government help local municipalities assist their local social cultural, service clubs, and children/youth minor sporting organizations with clear and definitive relief funding programs directed to help sustain the afore mention groups through these trying times inflicted on them by the effects of COVID-19 and FURTHER directs staff to forward a copy of this resolution to the City of Oshawa and the Prime Minister of Canada, the Premier of Ontario, all Ontario Municipalities, and Association of Municipalities of Ontario and Federation of Canadian Municipalities.

Carried

Sincerely,

Kelly Lush  
Deputy Clerk

c.c Mr. Justin Trudeau, The Right Honourable Prime Minister of Canada, Mr. Douglas Ford, The Honourable Premier of Canada, AMO, FCM and all Ontario Municipalities.

**THE CORPORATION OF THE TOWNSHIP OF AMARANTH**

**BY-LAW NUMBER \_\_\_\_-2020**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT  
BETWEEN HENRY AND MARG KITTELENBERG AND THE CORPORATION OF  
THE TOWNSHIP OF AMARANTH**

**WHEREAS** pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 c. 25 as amended, authorizes a municipality to prohibit or regulate the dumping of fill, the removal of topsoil and alteration of grades; and

**Whereas** the Corporation of the Township of Amaranth deem it expedient to enter into such an agreement.

**Now Therefore The Corporation of The Township of Amaranth by the Municipal Council thereof enacts as follows:**

1. THAT the Corporation of the Township of Amaranth enter into a Site Alteration Agreement with Henry and Marg Kottelenberg for the placement of fill at the property located at 373369 6<sup>th</sup> Line, dated as of September 2, 2020, substantially in the form attached as Schedule "A" which forms part of this by-law.
2. THAT the Mayor and CAO/Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.
3. That by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 2<sup>nd</sup> DAY OF **September, 2020.**

BY-LAW READ A THIRD TIME AND PASSED THIS 2<sup>nd</sup> DAY OF **September, 2020.**

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**Head of Council**

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**Acting CAO/Clerk**

**THE CORPORATION OF THE TOWNSHIP OF AMARANTH**

**BY-LAW NUMBER \_\_\_\_-2020**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF AMARANTH TO EXECUTE  
AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
AMARANTH AND LAURELPARK INC. AND DUNWIN DEVELOPMENTS LTD. FOR  
PRE-SERVICING FOR A SUBDIVISION DEVELOPMENT KNOWN AS “THE  
VERDON COLLECTION”**

**WHEREAS** pursuant to the provisions of the Planning Act, s. 51, the Township is authorized to enact this by-law;

**Now Therefore** the Corporation of the Township of Amaranth by the Municipal Council thereof enacts as follows:

1. THAT the Corporation of the Township of Amaranth enters into a Subdivision (Preliminary Grading) Agreement with Laurelpark Inc. and Dunwin Developments Ltd, substantially in the form attached to this By-law.
2. THAT the Mayor and CAO/Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.
3. That by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 2<sup>nd</sup> DAY OF **September, 2020.**

BY-LAW READ A THIRD TIME AND PASSED THIS 2<sup>nd</sup> DAY OF **September, 2020.**

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**Head of Council**

---

**Acting CAO/Clerk**

**THE CORPORATION OF THE TOWNSHIP OF AMARANTH**

**BY-LAW NUMBER \_\_\_\_-2020**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF AMARANTH TO EXECUTE  
AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
AMARANTH AND LAURELPARK INC. AND DUNWIN DEVELOPMENTS LTD. FOR A  
MODEL HOME FOR A SUBDIVISION DEVELOPMENT KNOWN AS “THE VERDON  
COLLECTION”**

**WHEREAS** pursuant to the provisions of the Planning Act, s. 51, the Township is authorized to enact this by-law;

**Now Therefore** the Corporation of the Township of Amaranth by the Municipal Council thereof enacts as follows:

1. THAT the Corporation of the Township of Amaranth enters into a Model Home Agreement with Laurelpark Inc. and Dunwin Developments Ltd, substantially in the form attached to this By-law.
2. THAT the Mayor and CAO/Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.
3. That by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 2<sup>nd</sup> DAY OF **September, 2020.**

BY-LAW READ A THIRD TIME AND PASSED THIS 2<sup>nd</sup> DAY OF **September, 2020.**

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**Head of Council**

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**Acting CAO/Clerk**