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Township of Amaranth
Council Agenda
Wednesday, February 17, 2020
6:00 p.m.

-
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 of Council minutes held February 3, 2021

6. **Public Question Period**

*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 the day before the meeting 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 the day before the meeting.

6.1. **Garden Suite Renewal Application** received from resident Laryssa Sawyer

6.2. **Cannabis and/or Hemp for commercial purposes** received from resident George Ragogna

7. **Delegations/Presentations**

7.1. **Dufferin County Canadian Black Association**
Request for support presentation

8. **Public Meeting**

8.1 None at this meeting

9. **Unfinished Business**

9.1. **Internet in Waldemar**
Draft motion prepared by Deputy Mayor Gerrits

9.2. **Town of Grand Valley**
Capital Cost Sharing Agreement for Grand Valley and District Community Centre

9.3. **Asset Management Funding**
Follow up

9.4. **Memo to Council 2021-005**
Council Expense policy

10.0 **Planning Department**

10.1. **Town of Orangeville** – Notice of Public Meeting 780 Broadway

10.2. **B01/2021 Consent Application and Z01-2021 Zoning By-law Amendment application** Jamie Lundy – 344030 15th Sideroad

10.3. **B03/2021 Consent Application and Z02-2021 Zoning By-law Amendment application** Agnieszka Janisio (Owner) and P.J. Williams (Applicant) – 554060 Monon-Amaranth Townline

- 10.4. **SPA01/2019 Site Plan Approval SAT Metal Fabrication Inc.**– develop 7 Shannon Court, Amaranth to allow for the construction of an industrial facility.
- 10.5. **SPA01/2021 Site Plan Approval Orangeville Fire Equipment, First Aid and Safety Inc.** – develop 245295 5th Sideroad, Amaranth to allow for a home industry.
- 10.6. **Waldemar Well Pumphouse**
Proposed Scope of Work for Waldemar Well Pumphouse Upgrades
Request for Quotation
- 10.7. **Amarlinc 513151 2nd Line Fill Management Plan**
Update
- 10.8. **Primrose Estates (formerly Blue Spruce)** – Draft Plan revision
- 10.9. **Other**, if any
- 11. **Public Works Department**
 - 11.1. **Report to Council 2021-010**
Gravel Tender options
 - 11.2. **Other**, if any.
- 12. **County Council Business**
 - 12.1. **Other**, if any.
- 13. **Committee Reports**
 - 13.1. **Centre Dufferin Recreation Committee**
Community Centre 2021 Budget
CDRC Board approved minutes December 1, 2020
 - 13.2. **Nottawasaga Valley Conservation Authority**
[Monthly Newsletter February](#)
 - 13.3. **Other**, if any
- 14. **General Business and Correspondence**
 - 14.1. **AMO WatchFile** [February 4, 2021](#); **AMO Policy Update** – [Expanded Library Broadband and AMO Response to Long-Term Care COVID-19 Commission](#); **AMO Policy Update** – [Gradual Return to COVID-19](#)

[Response Framework, Conservation Authorities Act Update](#); **AMO WatchFile** – [February 1, 2021](#); **AMO Policy Update** – [Social Assistance Vision Paper Released, March Break Delayed](#)

- 14.2. **Government of Ontario News:** [Friday, February 5, 2021](#); [Monday, February 8, 2021](#); [Tuesday, February 9, 2021](#); [Wednesday, February 10, 2021](#); [Ontario Delays March Break in an Effort to Reduce Community Transmission of COVID-19](#); [Thursday, February 11, 2021](#)
- 14.3. **Statistics Canada** – 2021 Census
- 14.4. **Township of Baldwin** – Motion regarding Ontario Fire College Gravenhurst closure
- 14.5. **FCM Voice:** [FCM's Big City Mayors' Caucus to meet ahead of Budget 2021](#)
- 14.6. **Town of Orangeville** – resolution regarding Greenhouse Gas Emissions
- 14.7. **Ministry of the Environment, Conservation and Parks** – Proclamation of Provisions of the Conservation Authorities Act
- 14.8. **Dufferin Federation of Agriculture** – Municipal Drains
- 14.9. **Township of Guelph/Eramosa** – Advocacy for MFIPPA Reform resolution
- 14.10. **Upper Grand Trailway Association** – request for Donation
- 14.11. **VMedia UBF** - Proposed Letter of Support
- 14.12. **City of St. Catherines** – Universal Paid Sick Days in Ontario
- 14.13. **MP Kyle Seebach** – [Canada is falling behind on vaccines](#)
- 14.14. **Liberty Coalition Canada** – [request for support](#)
- 14.15. **Ontario Fire College** – request for support
- 14.16. Other, if any
- 15. **Treasury/Accounts**
 - 15.1. **Bills and Accounts**
General Accounts

15.2. Bills and Accounts

Road Accounts

15.3. Other, if any

16. Added Items (Late Submissions)

17. New Business

17.1. Report to Council 2021-009

Sale of Alcohol at Agency Convenience Stores on Statutory Holidays

17.2. R.J. Burnside

Cost estimate for 2021 Risk Management Official/Inspector Services

18. Notice of Motions

18.1. Feral Cat Rescue – discussion and donation

19. Closed Meeting

19.1. Information supplied in confidence by another level of government

Grant funding opportunity

19.2. Personal matters about an identifiable individual, including municipal employees

Accident report update

19.3. Labour relations or employee negotiations

Staffing Benefits update

19.4. Adoption of Closed Meeting Minutes – February 3, 2021 Closed Meeting

20. By-Laws

Notice of intention to pass the following By-Laws:

20.1. Leave be given to introduce a by-law for the appointment of a Deputy Clerk/Deputy Treasurer for the Township of Amaranth, and that it be given the necessary readings and be passed and numbered as _____ -2021

20.2. Leave be given to introduce a by-law to authorize the execution of a contract agreement between the Township of Amaranth and The Shelburne Public Library, and that it be given the necessary readings and be passed and numbered as _____ - 2021

- 20.3.** Leave be given to introduce a by-law to authorize the execution of a contract agreement between the Township of Amaranth and The Grand Valley Public Library, and that it be given the necessary readings and be passed and numbered as _____ - 2021
- 20.4.** Leave be given to introduce a by-law to authorize the execution of a site plan agreement between the Township of Amaranth and SAT Metal Fabrication Inc. for 7 Shannon Court; and that it be given the necessary readings and be passed and numbered as _____ - 2021
- 20.5.** Leave be given to introduce a by-law to authorize the execution of a by-law to amend the Zoning By-Law 2-2009 for 344030 15th Sideroad; and that it be given the necessary readings and be passed and numbered as _____ - 2021
- 20.6.** Leave be given to introduce a by-law to authorize the execution of a by-law to amend the Zoning By-Law 2-2009 for 554060 Monon-Amaranth Townline; and that it be given the necessary readings and be passed and numbered as _____ - 2021
- 20.7.** Leave be given to introduce a by-law to appoint Councillor Steve Niedzwiecki to certain boards and committees; and that it be given the necessary readings and be passed and numbered as _____ - 2021

21. Confirming By-Law

22. Adjournment

- 22.1.** To meet again for the Regular Meeting of Council on Wednesday, March 3, 2021 at 10:00 a.m. or at the call of the Mayor.



**Township of Amaranth
Council Minutes
Wednesday, February 3, 2021
10:00 a.m.**

Electronic Meeting

The Township of Amaranth Council held an electronic regular meeting on Wednesday, February 3, 2021, commencing at 10:00 a.m.

Council Present:

Mayor	B. Currie
Deputy Mayor	C. Gerrits
Councillor	G. Little
Councillor	H. Foster
Councillor	S. Niedzwiecki

Staff Present:

CAO/Clerk	N. Martin
Township Planner	J. Johnstone (for parts)
Foreman	S. Boswell (for parts)

1. Call to Order

Clerk determined quorum was obtained and the meeting was able to proceed.

Mayor Currie called the Meeting to Order at 10:04 a.m.

2. Oath and Declaration of new Member of Council

CAO/Clerk Martin administered the Oath and Declaration to instate Stephen Niedzwiecki as Councillor for the Township of Amaranth.

3. Added Items (Late Submissions) –

Added item to 12.4 Planning, Letter regarding Agricultural Mapping

4. Approval of Agenda

Resolution #1

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

BE IT RESOLVED THAT:

Council do hereby approve the agenda as amended.

CARRIED

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

5. Disclosure of Pecuniary Interest with Reasons

None disclosed at this time, Council was reminded that they could declare a conflict at any time during the meeting should one arise.

6. Approval of Minutes

- 6.1. Regular Meeting Minutes held January 13, 2021
- 6.2. Special Meeting Minutes held January 26, 2021

Resolution #2

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

BE IT RESOLVED THAT:

Council do hereby adopt the minutes of the Regular Meeting of Council held on January 13, 2021 and minutes of the special Meeting of Council held on January 26, 2021 as circulated.

CARRIED

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

7. Closed Meeting

Resolution #3

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

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:

Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
Personal matters about an identifiable individual, including municipal or local board employees; and
Labour relations or employee negotiations
CARRIED.

Resolution #4

Moved by: H. Foster – Seconded by: S. Niedzwiecki

BE IT RESOLVED THAT:

Council do now rise and report from Closed Meeting.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

It was confirmed that the only items discussed in closed session were those items on the closed session agenda. Council confirmed that instruction was given to staff and there were no further matters arising from closed session.

Lunch break was called at approximately 12:10 to resume in one hour.

8. Public Question Period

8.1. None at this meeting

9. Delegations/Presentations

9.1. **Optimus SBR**
County of Dufferin Service Delivery Review – Final Recommendations Report

Council heard from Optimus SBR who completed the Service Delivery Review for the County of Dufferin. Council was offered a question and answer format and briefly discussed the finding and recommendations in the report.

Resolution #5
Moved by: C. Gerrits – Seconded by: H. Foster
BE IT RESOLVED THAT:

Council do hereby receive information regarding the Service Delivery Review from the delegate Optimus SBR.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

10. **Public Meeting**

Resolution #6
Moved by: C. Gerrits – Seconded by: H. Foster
BE IT RESOLVED THAT:

Council now hold a Public Meeting regarding the following:
1. Consent Application B01-2021 and Zoning Bylaw Amendment Application 201-2021 for Jamie Lundy
2. Consent Application B03-2021 and Zoning Bylaw Amendment Application 202-2021 for Agnieszka Janisio
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

10.1. **B02-2021 Consent Application Ryan Ladner** – Severance application has been withdrawn by applicant.

The Planning Committee heard from the Township Planner that this application has been withdrawn by the applicant.

10.2. **B01-2021 Consent Application and Z01-2021 Zoning By-law Amendment application** Jamie Lundy – 344030 15th Sideroad

The Planning Committee heard from the Township Planner. The purpose and effect of the application is to create a lot from a resident surplus to a farming operation and the zoning of the retained property to prohibit further residential buildings. The Planner is recommending approval of the application subject to conditions. The Committee was afforded the opportunity to hear from the agent for the applicant, Van Harten Surveying Inc. who offered no further details and confirmed that he understood the conditions as presented on behalf of his client. The general public made no comment during the question period.

10.3. **B03-2021 Consent Application and Z02-2021 Zoning By-law Amendment Application** Agnieszka Janisio (Owner) and P.J. Williams (Applicant) – 554060 Mono-Amaranth Townline

The Planning Committee heard from the Township Planner that the purpose and effect of this application is to create a new lot and the site specific zoning of the property to allow for an interior side yard setback and lot frontage that do not meet the existing requirements of the Township's zoning by-law. The Planner is recommending approval of the applications subject to consent conditions as provided. The Committee was afforded the opportunity to hear from the agent for the applicant, P.J. Williams Ontario Land Surveyor who offered some clarifications on the placement of the existing residence. The general public was offered the opportunity to speak and no one raised any concerns or issues.

Resolution #7
Moved by: C. Gerrits – Seconded by: H. Foster
BE IT RESOLVED THAT:

Council do now adjourn the Public Meeting and resume regular business.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

11. **Unfinished Business**

11.1. **Memo to Council 2021-001**
Support of the Town of Kingsville resolution

This item was discussed. Council would like to provide support to the Town of Kingsville, as the motion discussed timely issues, Council felt it was not going to pass its own motion in this regard.

11.2. **Memo to Council 2021-002**
Orangeville Fire Services Report

Council received the information as requested and briefly discussed same.

11.3. **Memo to Council 2021-003**
Pulled invoice Burnside

Council discussed the Memo and information as requested.

Resolution #8
Moved by: C. Gerrits – Seconded by: G. Little
BE IT RESOLVED THAT:

Council receive the CAO/Clerk Memo 2021-003 and direct staff to pay the R.J. Burnside pulled invoice accordingly.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

12. **Planning Department**

The following items were received and/or dealt with:

- 12.1. **Notice of Case Management Conference**
March 3, 2021 Jim Brown and Sons Trucking Ltd.
- 12.2. **R.J. Burnside & Associates Limited**
Source Water Protection 2020 Annual Reports
- 12.3. **Rail Corridor Discussion**
Active Transportation

Council discussed this item at the request of Council. Council wanted to support the Town of Orangeville with the ultra lite rail line re-purpose keep the line in place demand will be there. Council would like to encourage municipalities to build and utilize an Inter County bus system, and not remove existing infrastructure that helps build in this regard. Council asked that the County take a bigger role in this regard. Council supports leaving the rail line in place for future use.

Council further discussed the possibility of a walking trail that could be connected to other trails in the adjoining townships. Staff has been asked to reach out to the Town of Shelburne to ask if we can be consulted when they plan their trail locations. The Planner updated Council on the Blue Spruce development in this regard. Council indicated that the road stub (in order to connect to future development north of the subdivision) could be removed but they would still like an access point to be provided to a future trail network. This access could be incorporated into the park. Council indicated that a park should be provided in the subdivision and that they are willing to consider a parkette in conjunction with cash-in-lieu. Council would like to look at purchasing additional land to the north for a walking trail and connection route for walking or biking purposes.

12.4. **Added Item – Agricultural Mapping**

The Planner provided Council with information regarding the current Municipal Comprehensive Review that the County of Dufferin and OMAFRA are currently undertaking. Council felt that the county of Dufferin should be hiring a consultant at the cost of the County for updating their Official Plan mapping. Council acknowledged that Amaranth is given the opportunity to put forward recommendations for consideration. Council approved an expenditure of \$3,000-5,000 for the Planner to work with an agricultural consultant in order to draft a report. The report will provide recommendations to the County and OMAFRA on potential changes that should be incorporated into proposed agricultural mapping before it is finalized.

Resolution #9
Moved by: C. Gerrits – Seconded by: H. Foster
BE IT RESOLVED THAT:

Council direct staff to hire an agricultural consultant to complete a report making recommendations on agricultural mapping to the County of Dufferin.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

- 12.5. Other, if any.

Council was updated with a verbal updated regarding the Centurian development. Fourth design submissions have been provided and reviewed. Comments have been provided back to the applicant.

Council was updated regarding the Blue Spruce development which is now called the Primrose Estates development.

Council was updated regarding Besley conditions. Council felt it was appropriate to remove the condition of consent as requested by the agent for the applicant.

Resolution #10
Moved by: C. Gerrits – Seconded by: H. Foster
BE IT RESOLVED THAT:

Council remove the condition #3 of the Besley consent decision regarding file B04-2020 being the necessity of a Zoning By-law Amendment to recognize the lot has no frontage in the Township of Amaranth.
Council recognizes that this is a unique situation and will not become standard practice.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

13. **Public Works Department**

The following items were received and/or dealt with:

13.1. **Report to Council 2021-008**
Public Works update

Council requested more information regarding the old blades and if they became “scrap” or if they were traded in. Staff has been asked to provide further information at a future meeting.

13.2. **Report to Council 2021-007**
Menary Drainage Works

Resolution #11
Moved by: H. Foster – Seconded by: G. Little
BE IT RESOLVED THAT:

Report to Council 2021-007 dated February 3, 2021 entitled “Menary Drainage Works Report” be received and
THAT the Drainage Superintendent be instructed to undertake the repairs to the Menary Drainage Works as outlined.
CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

13.3. **Memo to Council 2021-004**
Equipment Listing

Council discussed the Memo and the equipment as presented. Council requested a further list be made for additional surplus items that could be disposed of.

Resolution #12

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

BE IT RESOLVED THAT:

Council receive Memo to Council 2021-004 regarding equipment at the works yard and Council hereby declares the following equipment surplus and instructs staff to dispose of same using the GovDeals platform:

2009 Ford F-150 2 door 4X4
2000 Ford Sterling Dump truck with plow and wing
Case 855 track loader
4 float tires 215/75 17.5
1 Frink one way and wing model #450sk8
1 V-plow style

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

13.4. Other, if any.

14. County Council Business

The following items were reviewed and dealt with:

14.1. **Dufferin County Resolution**
Conservation Authorities Working Group Composition

14.2. **Building Department**
MPAC Submission Report – December 2020

14.3. Other, if any.

15. Committee Reports

The following were received and/or dealt with:

15.1. **Police Services Board**
2021 Meeting Dates

15.2. **Nottawasaga Valley Conservation Authority**
NVCA SPC Replacement
NVCA Media Release – NVCA welcomes two female leaders in preparation of a challenging year
NVCA Annual General Meeting Highlights

Council nominated Deputy Mayor Chris Gerrits name to be put forward for the NVCA Source Protection Committee.

15.3. **Grand River Conservation Authority**
[GRCA offers free winter webinar series for rural landowners](#)
Summary of the GRCA General Membership Meeting – January 22, 2021
[Chris While appointed GRCA Chair, Sue Foxton appointed Vice-Chair](#)

- 15.4. **Credit Valley Conservation Authority** – CVC Strategic Plan 2020-2022
- 15.5. **Grand Valley Public Library**
Library Budget Information for approval

Resolution #13

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

BE IT RESOLVED THAT:

Council do hereby support the Grand Valley Public Library 2021 budget in the amount of \$312,844.00; Amaranth's share being \$55,929.00.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

- 15.6. Other, if any

16. **General Business and Correspondence**

The following were received and/or dealt with:

- 16.1. **AMO WatchFile** – [January 14, 2021](#); [January 28, 2021](#)
- 16.2. **AMO Policy Update** – [New COVID-19 Ontario Regulations, Ontario Gas Tax for Transit Allocations, Ontario Heritage Act Amendments Update, and Firefighter Training Changes](#); [Community Safety and Policing Grants, Broadband Investments in Northern Ontario](#); [2021 OCIP Funding, 2nd Intake of Municipal Modernization Program, and Provincial Emergency Extension](#)
- 16.3. **Government of Ontario News** – [January 15, 2021](#); [January 25, 2021](#); [January 26, 2021](#); [Ontario Expands COVID-19 Inspections to Farming Operations](#)
- 16.4. **FCM Voice**: [Asset Management grants for municipalities are now available](#) ; [President's Corner – Let's make 2021 a year of hope](#)
- 16.5. **AMCTO Policy Blog** – [2021 Ontario Community Infrastructure Fund](#)
- 16.6. **Gravel Watch Ontario** – Ontario on the Rocks
- 16.7. **A Message from General Hillier** – Weekly Memo Weekly Update
- 16.8. **Ministry of Municipal Affairs and Housing**
Regarding Exercising Horses During the Declaration of Emergency
Letter from the Honourable Steve Clark, Minister of Municipal Affairs and Housing
- 16.9. **Municipality of Grey Highlands**
Grey Highlands Insurance Rates Resolution
- 16.10. **United Counties of Stormont, Dundas & Glengarry**
Resolution regarding small businesses

Council wished to offer support to United Counties of Stormont, Dundas & Glengarry in their efforts of this resolution.

16.11. **MPAC – [In Touch January 2021](#)**

16.12. Other, if any

17. **Treasury/Accounts**

The following were received and/or dealt with:

17.1. **RLB Chartered Professional Accountants**
Pre-Audit Communication Letter

17.2. **Orangeville Insurance Services Ltd.**
Renewal Report

Council briefly discussed the rising rates of insurance premiums. Council also questioned some of the values associated with the equipment listed.

Resolution #14

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

BE IT RESOLVED THAT:

Council do hereby approve the premium and coverage of the 2021 Municipal Insurance renewal submitted by Frank Cowan Insurance (Orangeville Insurance Services) in the amount of \$74,381.00 plus applicable taxes.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

17.3. **2019 and 2020 Fuel Expenses**

17.4. Other, if any.

Council again asked about the speed tracking machine that is shared with East Garafraxa and the possibility of borrowing same for the Waldemar area.

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

18.1. All added items were dealt with under different headings in the agenda.

19. **New Business**

19.1. **Report to Council 2021-006**
Council Expense Policy

Council asked staff to draft a policy that includes a monthly remuneration for internet use. Staff has been asked to review the current policy and update same for review by Council.

19.2. **Town of Orangeville**
Proposed Tow Truck Licensing By-Law Dufferin County

Council did not want to pass the resolution at this time. Council still felt very strong that the County of Dufferin should take the lead in this endeavor and not the Town of Orangeville. Council asked staff to see when a resolution was passed in this regard.

19.3. **Internet Hotspots**
Open Discussion

Council discussed the hotspot program wherein residents were able to sign out internet hot spots. Councillor Little will seek more information and respond back to Council.

20. **Notice of Motions** – None at this meeting.

20.1. **Internet in Waldemar**

Draft notice of motion prepared by Deputy Mayor Gerrits:

Over the past couple months since SWIFT announcer their Dufferin projects I have received quite a few emails from resident all over the Township concerned with the areas that have not been covered in this round.

While some of these have come from more rural areas there have been a lot from within Waldemar that are disappointed to see that Waldemar was not included in the projects because it was considered “serviced” based on claims of one internet service provider (ISP).

This ISP has the technological capabilities to service Waldemar with the required 50/10 service in theory based on the equipment they have and SWIFT was therefore not allowed by the Province to declare Waldemar underserviced.

The problem with the Provincial definition of underserviced is that they do not consider if an ISP is actually willing to bring services to an area right away or not. In the case of this ISP they have told me that they can service this areas but they are not marketing their services here because they are busy elsewhere. I know in speaking with some residents who have had them out to do a survey, the installation would require an extremely large tower and it is not practical to have a 100ft tower at every house in Waldemar. They are effectively blocking high speed internet service from coming to Waldemar and marking this territory as their own.

SWIFT does not have the authority to compel the ISP to complete field level investigations of their service potential, nor do they have budget to complete the work themselves. For this reason I would like to put forth the following motion;

THAT given that an ISP has indicated that they can provide 50/10 service to the Waldemar area;

AND THAT given that this claim has causes Waldemar to be excluded from certain provincial and federal funding opportunities such as the SWIFT program;

BE IT RESOLVED THAT the Township of Amaranth request that any ISP claiming the ability to provide 50/10 service to Waldemar or any other part of the Township of Amaranth complete a comprehensive field level assessment of the feasibility of providing this service at no cost to the Township of Amaranth, to the satisfaction of the Township staff and consultants.

AND THAT if the ISP does not complete the aforementioned field level assessment to the satisfaction of the Township of Amaranth staff and consultants by June 30th, 2021 that the ISP rescind their claim of coverage of Waldemar or any other area within the Township of Amaranth thereby allowing for the areas to qualify for funding other Provincial and Federal funding opportunities.

Council discussed the draft motion as prepared. The motion will appear on the next agenda. Staff is asked to check subdivision agreements to see if fibre has to be provided for in new subdivisions.

Council asked staff to assign Councillor Niedzwiecki to sub committees of Council to replace the former Councillor Tijssen.

Council briefly discussed the budget and requested a special meeting to discuss the budget be called for Wednesday February 17 starting at 4 p.m.

21. **By-Laws**

Notice of intention to pass the following By-Laws: None at this meeting

22. **Confirming By-Law**

Resolution #15

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

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 February 3, 2021; and that it be given the necessary readings and be passed and numbered as 08-2021.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

23. **Adjournment**

Resolution #16

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

BE IT RESOLVED THAT:

Council do now adjourn to meet again for the Regular Meeting of Council on Wednesday, February 17, 2021 at 6:00 p.m. or at the call of the Mayor.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Councillor Steve Niedzwiecki	X		
Mayor Bob Currie	X		

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

Head of Council

CAO/Clerk

Good evening council,

For those of you that don't know me, I am a resident of Amaranth on the 8th line. My husband and I own and operate a farm and dog kennel on our property. In 2016 we applied for a garden suite to be placed on our property so that our daughter could live there with her family in exchange for her husband working on the farm. When we applied for the garden suite, we had asked for 20 years as it was a considerable expense to set up this residence. When we originally applied, we were asked to make multiple changes to the application including the location of the garden suite, changes to the septic, etc and we complied with all changes asked. We paid a \$1000 application fee, a \$5000 deposit, approx. \$5000 in fees to the building department, as well as had to purchase engineered drawings. Our application did get approved but only for 5 years. Since having this application approved, multiple garden suites have been approved in Amaranth for periods of longer than 5 years. We still need the help on our farm and our daughter still needs a place to live so we would like to ask that our contract be renewed for a period of 20 years. I would also like to ask council if they would consider waiving the \$1000 application fee because if we had of been approved for a longer period of time when we first applied we would not be in front of council today. Our current agreement also states that one of our daughters specifically may only reside in the garden suite, but we have 7 children (and another on the way) and I would like to ask that our agreement be with any family member not only a specific one. I am happy to answer any questions you may have. Thank you for your consideration,

Laryssa Sawyer

Amaranth Townhall Feb 17th Public Question Period

Presenter: George Ragona

Property Address: 344207 15 Sideroad, Amaranth L9W 1X9

Proposed Discussion Brief:

I would like to discuss with the Amaranth Town Council the possibility to allow for the permitted use of growing Cannabis and/or Hemp for commercial purposes on the above noted property.

The License I am applying for is a Micro-Grow Cultivation Licence regulated by Health Canada as per the Cannabis Act and Regulations <https://www.canada.ca/en/health-canada/services/drugs-medication/cannabis/industry-licensees-applicants/applying-licence.html#a1>. This licence is similar to the large commercial operations overseen by Health Canada but is restricted to a size not greater than 2,152 sqft of growing space limiting the operations.

We are NOT seeking personal cultivation license OR a designated grower license which is unregulated by the municipality or Health Canada and are cause of concern. We also are NOT requesting to sell any cannabis or hemp related products at this location, it will be for the exclusive use of cultivation and processing only. All products cultivated will be sent to the Ontario Cannabis Wholesale for distribution to the legally licensed Cannabis stores regulated by the Ontario provincial government.

The property location is zoned Rural and permits a Greenhouse for uses other than for Cannabis/Hemp cultivation. Section 4.2.1 of the Township of Amaranth Zoning By-law 2-2009.

We are seeking Town Councils support to complete a site plan zoning amendment for 344207 15th Sideroad, to permit the cultivation of Cannabis/Hemp in a Greenhouse of not larger than 2,500 sqft with a maximum growing space for Cannabis/Hemp not greater than 2,152 sqft as per Cannabis Act and Regulations.

All required building, zoning and site plan applications will be completed in accordance with the town of Amaranth by-laws.



DUFFERIN COUNTY CANADIAN BLACK ASSOCIATION (DCCBA)

Delegation to
Township of Amaranth Council



Current Stats

1,595

Total number of Blacks in Dufferin County (Largest visible minority group)

60,845

Total population of Dufferin County

3%

Black Canadians Roughly 3% of the total population of Dufferin County

ABOUT DCCBA

The Dufferin County Canadian Black Association was founded on June 3, 2020

The impetus for the creation of the Association followed many discussions with community members and stakeholders about the growing Black population in Dufferin County (Blacks including those of African decedent and individuals from the Caribbean and Latin diaspora) and the need to provide a voice, advocacy, a safe space along with educational programs, support services, community outreach and scholarship opportunities benefiting families and businesses within Dufferin County.

The Dufferin County Canadian Black Association (DCCBA) is committed to being a true community partner working with other established agencies to bring value to the Dufferin County community.

Our Association is inclusive and welcoming to all who wish to volunteer, provide feedback, attend events and sign up for future programs.

We are a registered Non-Profit Organization

DUFFERIN COUNTY CANADIAN BLACK ASSOCIATION



Mission: To provide leadership for the continued development and enhancement of the Black community through civic engagement, education, programs and services and advocate for equity and wellbeing for the Black community in Dufferin County. To be a central hub for resources, tools and programs that are unique to the needs of the Black Community in Dufferin County



Vision: To develop and foster a socially and economically equitable group that will continue to contribute to the growth and development in Dufferin County and Canada. To have a strong focus on youth Achievement and Excellence. To partner with government officials (all levels), local businesses & corporations to bring awareness and partnering on issues that impacts the community.



Values: Advocacy Excellence Education Integrity

THE BOARD



Geer Harvey



Jhordane Stephenson



*Alethia O'Hara-Stephenson,
CIP, BA, MBA*

COMMUNITY OUTREACH TEAM



Phil Dewar



***Alethia O'Hara-
Stephenson, MBA, CIP***



Althea Casamento

PARTNERS AND SPONSORS



MUSEUM OF
DUFFERIN



PROGRAMS AND EVENTS



Ask The Expert Series kicks off January 5th 2021

- | | |
|-------------------------------|---------------------------|
| • Personal Branding | January 5 th , |
| • Politics & Voter Engagement | February 2 nd |
| • Real Estate Investing | March 2 nd |

Black History Month Events

- | | |
|-----------------------------|--------------------------|
| • MOD Flag Raising Ceremony | February 1 st |
| • Panel Discussion | February 20 |

Other Planned Events

- | | |
|----------------------|------|
| • Tutoring | 2021 |
| • Financial Literacy | 2021 |
| • Coding | 2021 |

SCHOLARSHIPS



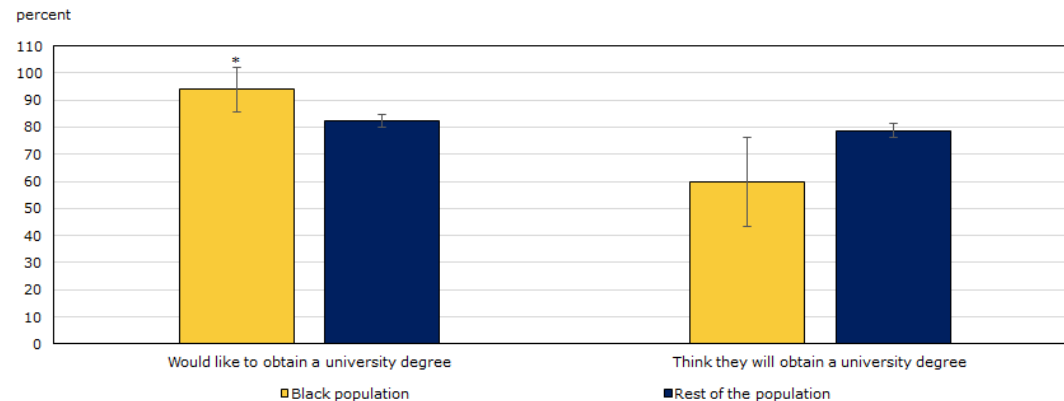
- One of the Barriers to post secondary education is funding.
- DCCBA has partnered with a number of organizations in Dufferin County and Beyond to set up a number of scholarships for our students entering or enrolled in post secondary

Partners includes:

- Dufferin County – Bill Hill Scholarship
- Flato Development Inc
- Cariati Law
- DCCBA Flagship award- Black Excellence
- Fieldgate Homes
- Town of Shelburne

Black Youth & Post Secondary Stats

Chart 2
Level of educational attainment expectations and aspirations among the population aged 15 to 25 years, Canada, 2016



* significantly different from the rest of the population ($p < 0.05$)

Source: Statistics Canada, General Social Survey (Canadians at work and home), 2016.

- Most Black youth would like to obtain a university degree, but proportionally, they are less likely to think that they will obtain one
- In 2016, although 94% of Black youth aged 15 to 25 said that they would like to get a bachelor's degree or higher, 60% thought that they could.

HOW WILL THE TOWNSHIP OF AMARANTH BENEFIT FROM ACTIVITIES



All Students (youth) will be able to participate in events and programs



Events are inclusive in nature and will be designed to bring our community together through education, and civic engagement



All community members can register for our programs and participate in events including cultural events and programming.



Local businesses will be able to promote and showcase their businesses on our website



Community members will be able to access community specific information in a central spot including job and volunteer opportunities.



Critical news that needs to be disseminated will also be made available and accessible

IN 2020 WE HEARD....

From the various forums (Task Force, Town Halls, Zoom meetings, Marches) we heard:

- ✓ Community Members need a safe space to learn, share and gather relevant and important community information
- ✓ Access to available Job & Volunteer Opportunities
- ✓ Safe space to create a sense of community and belonging – a space that is culturally relevant

PARTNERSHIP WITH DCCBA PROVIDES

Partnership to organize Job workshops in Dufferin County – currently in discussion with Georgian

Access to programs and events organized by DCCBA i.e.: Ask the Experts -Financial literacy- community members, staff and council members can participate in these events

Volunteer Opportunities: Students/Community members can have the opportunity to volunteer for various initiatives

Community Outreach: DCCBA Outreach Team could provide workshops, speaking engagements on Anti-Racism, Black History Month - to bring the message of Diversity & Inclusion to your organization

Scholarship opportunities: Students in Dufferin County will be able to avail themselves to the many scholarship opportunities available through DCCBA

Job opportunities: Students/Community members will be able to access a variety of jobs available in our community

Cultural Programming/education: Opportunity to participate in the various cultural awareness and education programs organized by or in partnership with the association i.e. Black History Month

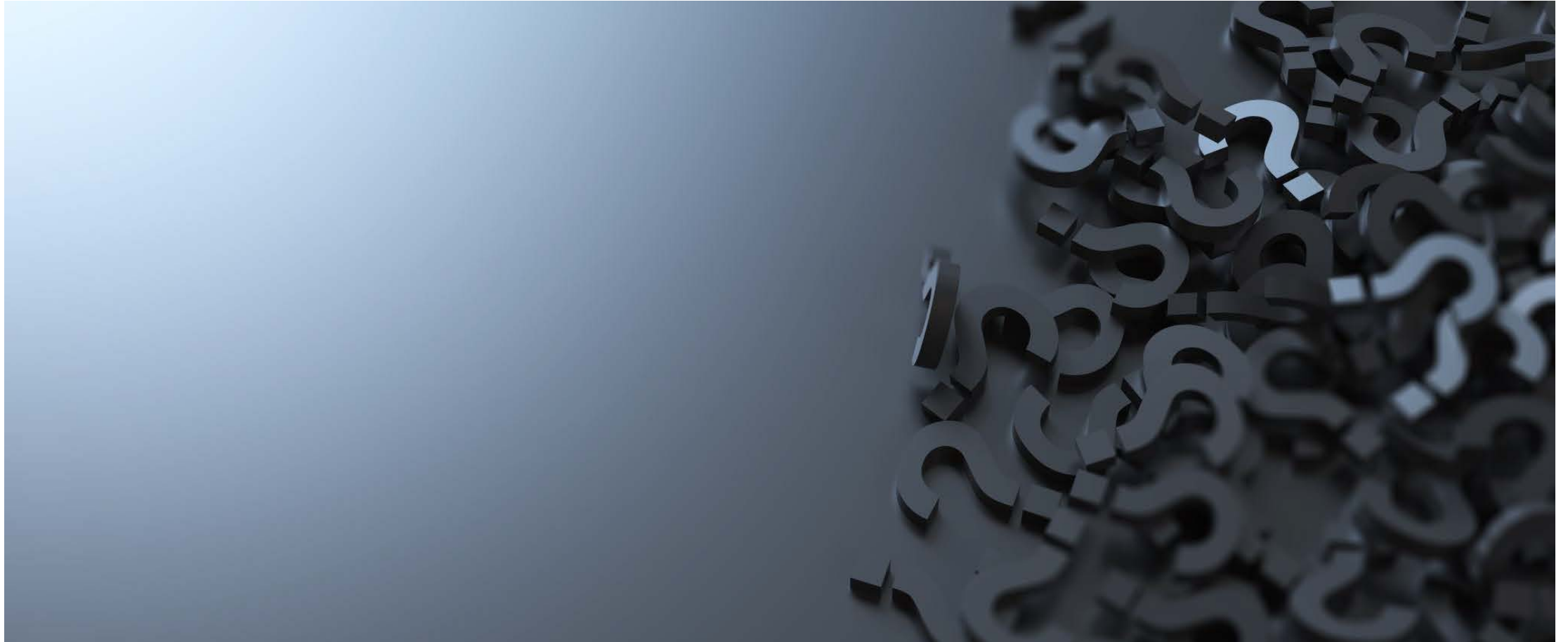
PARTNERSHIP BENEFITS

- ✓ Allows you to meet your D&I goals by ensuring that all community members have an equal opportunity to access information
- ✓ Opportunity to share your news on our community spotlight page
- ✓ Direct link to your website
- ✓ Listing on our Business Directory page
- ✓ Investment in our community and in the next generation

OUR ASK?

1. For only \$240/annually, Register as a partner on our business Registration page to show your support and take advantage of the opportunity to share important information with the community
2. List DCCBA as a resource on the Township of Amaranth's Community Services page

QUESTIONS?



THANK YOU!



*Alethia O'Hara-Stephenson CIP,BA,
MBA*



alethia.Stephenson@gmail.com



alethia@dufferincountycba.org

6472101939

www.dufferincountycba.org



From: [Chris Gerrits](#)
To: [Nicole Martin](#)
Cc: [Alex Hamilton](#); [Margaret Vandenhoeck](#)
Subject: Internet in Waldemar
Date: Wednesday, January 27, 2021 6:16:27 PM

Hi Nicole,

Over the past couple months since SWIFT announced their Dufferin projects I have received quite a few emails from residents all over the Township concerned with the areas that have not been covered in this round.

While some of these have come from more rural areas there have been a lot from within Waldemar that are disappointed to see that Waldemar was not included in the projects because it was considered "served" based on claims of one internet service provider (ISP).

This ISP has the technological capabilities to service Waldemar with the required 50/10 service in theory based on the equipment they have and SWIFT was therefore not allowed by the Province to declare Waldemar underserved.

The problem with the Provincial definition of underserved is that they do not consider if an ISP is actually willing to bring services to an area right away or not. In the case of this ISP they have told me that they can service this area but they are not marketing their services here because they are busy elsewhere. I know in speaking with some residents who have had them out to do a survey, the installation would require an extremely large tower and it is not practical to have a 100ft tower at every house in Waldemar. They are effectively blocking high speed internet service from coming to Waldemar and marking this territory as their own.

SWIFT does not have the authority to compel the ISP to complete field level investigations of their service potential, nor do they have budget to complete the work themselves. For this reason I would like to put forth the following motion;

THAT given that an ISP has indicated that they can provide 50/10 service to the Waldemar area;

AND THAT given that this claim has caused Waldemar to be excluded from certain provincial and federal funding opportunities such as the SWIFT program;

BE IT RESOLVED THAT the Township of Amaranth request that any ISP claiming the ability to provide 50/10 service to Waldemar or any other part of the Township of Amaranth complete a comprehensive field level assessment of the feasibility of providing this service at no cost to the Township of Amaranth, to the satisfaction of the Township staff and consultants.

AND THAT if the ISP does not complete the aforementioned field level assessment to the satisfaction of the Township of Amaranth staff and consultants by June 30th, 2021 that the ISP rescind their claim of coverage of Waldemar or any other area within the Township of Amaranth thereby allowing for the areas to qualify for funding other Provincial and Federal funding opportunities.

Secondly, I would like to add to the agenda a discussion on the Township obtaining and making available for loan some hotspots for people to use that otherwise don't have internet capabilities. I understand that the Grand Valley library currently has a loan program, perhaps you could get some costing from them or through our library representative (Gail Little).

I would like to have council direct staff to determine the cost of that type of program and report back at our second meeting in February. If we need a motion for that I would be happy to move that motion.

Thirdly I would like to discuss how we can get new residential developments serviced with fibre. I believe we currently negotiate in our subdivision agreements that fibre optic cable be installed within the property during construction, at least that is what I understand to be the case. I would like to discuss how we can make it so a

developer is also responsible to bring in fibre optic cable from the nearest location to their development. I am not sure if this would be something that goes in our Zoning Bylaw or Official Plan, or if we can just add a policy stating that the Township Council will negotiate this as part of all future Subdivision Agreements.

Sorry for the long email!

Chris Gerrits
Deputy Mayor - Township of Amaranth
Councillor - County of Dufferin



GRAND VALLEY

The Corporation of the Town of Grand Valley

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

www.townofgrandvalley.ca

Council for the Township of Amaranth
374028 6th Line,
Amaranth ON, L9W 0M6

Sent by Email only – nmartin@amaranth.ca

February 12, 2021

Dear Mayor Currie and members of Council,

RE: Capital Cost Sharing Agreement for Grand Valley and District Community Centre

On behalf of Grand Valley Council, I am pleased to contact you to provide a draft cost sharing agreement. This agreement proposes an arrangement to share the costs of upgrades to the Grand Valley and District Community Centre.

I was asked by Grand Valley Council to send you this information so that we can continue negotiations on cost sharing for this capital project, in accordance with section 4 of our Community Centre Agreement:

4) Capital Expenditures (being major capital expenditures and/or Construction and/or Re- Construction) shall be negotiated from time to time as required by a separate resolution of each council confirming participation and are not included in this agreement.

You will notice that the attached draft agreement proposes an arrangement for both versions of the proposed project, being either:

- replacing the ice surface floor and building an addition to create six new accessible, modern change rooms, or
- replacing the ice surface floor only.

Announcements regarding the ICIP Community, Culture and Recreation Stream have started to come from the federal and provincial governments. It is our hope that we will be successful and will have an announcement to share shortly. Until then, Grand Valley hopes that your township will be willing to enter into the agreement as proposed so that we can plan for the upgrade to this important community asset, with or without the grant.

Should you have any questions, please contact us. We look forward to hearing from you.

Sincerely,

Meghan Townsend
CAO/Clerk-Treasurer

From: [Arunas Kalinauskas](#)
To: [Arunas Kalinauskas](#)
Subject: FCM Funding is now open again for Asset Management funding applications
Date: Thursday, February 11, 2021 10:28:17 AM

Hope everyone is doing well.

I just wanted to let you know that it is my understanding that the Federation of Canadian Municipalities (FCM) is open to receiving Asset Management related applications for funding up to \$50,000. Details can be found on their website <https://fcm.ca/en/funding/mamp/asset-management-grants-municipalities> .

Our recommendations are that your municipality consider the following projects for FCM funding:

- Road Asset Management Plan
- Storm Water Asset Management Plan

Both of these types of projects will help set your municipality up for compliance with Regulation 588/17, which will require a full Asset Management Plan (AMP) which uses Expected Levels of Service developed and approved by Council by July 1, 2024. This is an expanded more future looking AMP then the Current Levels of Service requirements for July 1, 2021, and July 1, 2023 AMP.

If you need any help with this please feel free to contact me.

Stay Safe,
Arunas

Time-Task-Fee Matrix

2021 Asset Management Plan - Township of Amaranth -

		Role	Project Director - Asset Management	Project Manager - Asset Data Analyst	Senior Transportation Engineer	Senior Water Engineer	Senior Bridge Engineer	Technical Support	Clerical	Total Staff Hours	Total Staff Fees	Senior Financial Consultant - Financial Strategy	Total Sub-Consultant Hours	Total Sub-Consultant Fees	Total Hours	Grand Total	
		Name	Arunas Kalinauskas	Matthew Dickle	Henry Centen	Jeff Paznar	Christopher Knechtel					Dan Wilson					
Designation		B.Sc.	B.A.	P.Eng.	P.Eng., EP	P.Eng.	N/A					N/A					B.B.A., C.P.A.
Years of Experience:		34	21	45	14	11	N/A					N/A					20
Hourly Rate (\$/hr):		\$220.00	\$145.00	\$185.00	\$210.00	\$185.00	\$90.00	\$90.00			\$162.00						
1.0	Updating the State of Township Assets																
1.1	Project Kickoff Meeting with Township		2.0							2.0	\$ 440.00		0.0	\$0.00	2.0	\$ 440.00	
1.2	Review of all Water, Wastewater, Storm Water, Bridge, & Road Improvments		3.0		0.5	0.5	0.5			4.5	\$ 950.00		0.0	\$0.00	4.5	\$ 950.00	
1.3	Extracting all data from Asset Management Solution system			5.0						5.0	\$ 725.00	2.0	2.0	\$324.00	7.0	\$ 1,049.00	
1.4	Load Asset Management Plan Spreadsheets		2.0	1.0				4.0		7.0	\$ 945.00		0.0	\$0.00	7.0	\$ 945.00	
1.5	Assessing Condition or Extracting Condition Info		2.0		0.5	0.5	0.5			3.5	\$ 730.00		0.0	\$0.00	3.5	\$ 730.00	
1.6	Preparing graphs and tables on Local Infrastructure		2.0					6.0		8.0	\$ 980.00		0.0	\$0.00	8.0	\$ 980.00	
1.7	Meeting with Town to Outline State of Local Infrastructure		2.5							2.5	\$ 550.00		0.0	\$0.00	2.5	\$ 550.00	
Updating the State of Township Assets Subtotal Hours			13.5	6.0	1.0	1.0	1.0	10.0	0.0	32.5		2.0	2.0		34.5		
Updating the State of Township Assets Subtotal Costs			\$ 2,970.00	\$ 870.00	\$ 185.00	\$210.00	\$185.00	\$ 900.00	\$ -		\$ 5,320.00	\$ 324.00		\$ 324.00		\$ 5,644.00	
2.0	Updating Expected Levels of Service and Risk																
2.1	Meeting with Township Staff to identify current levels of service, and Risk		4.0							4.0	\$ 880.00		0.0	\$0.00	4.0	\$ 880.00	
2.2	Developing Expected Levels of Service and Maintenance Costs		2.0			0.5				2.5	\$ 545.00		0.0	\$0.00	2.5	\$ 545.00	
2.3	Preparing Tables outlining Expected Levels of Service		3.0					4.0		7.0	\$ 1,020.00		0.0	\$0.00	7.0	\$ 1,020.00	
2.4	Updating Risk influence in modeling		2.0					4.0		6.0	\$ 800.00		0.0	\$0.00	6.0	\$ 800.00	
Updating Expected Levels of Service and Risk Subtotal Hours			11.0	0.0	0.0	0.5	0.0	8.0	0.0	19.5		0.0	0.0		19.5		
Updating Expected Levels of Service and Risk Subtotal Costs			\$ 2,420.00	\$ -	\$ -	\$105.00	\$ -	\$ 720.00	\$ -		\$ 3,245.00	\$ -		\$ -		\$ 3,245.00	
3.0	Asset Management Strategy																
3.1	Develop Asset Management Strategy		4.0		0.5	1.0	0.5			6.0	\$ 1,275.00		0.0	\$0.00	6.0	\$ 1,275.00	
3.2	Review Asset Management Strategy with Township Committee		3.0							3.0	\$ 660.00		0.0	\$0.00	3.0	\$ 660.00	
3.3	Updating the Asset Strategy into Asset Management Solution		1.0					3.0		4.0	\$ 490.00		0.0	\$0.00	4.0	\$ 490.00	
Asset Management Strategy Subtotal Hours			8.0	0.0	0.5	1.0	0.5	3.0	0.0	13.0		0.0	0.0		13.0		
Asset Management Strategy Subtotal Costs			\$ 1,760.00	\$ -	\$ 92.50	\$210.00	\$ 92.50	\$ 270.00	\$ -		\$ 2,425.00	\$ -		\$ -		\$ 2,425.00	
4.0	Asset Management Financial Strategy																
4.1	Update Township Financial Data into Financial spreadsheets		0.5							0.5	\$ 110.00	3.0	3.0	\$486.00	3.5	\$ 596.00	
4.2	Calculate Asset Management Financial Gap		0.5							0.5	\$ 110.00	3.0	3.0	\$486.00	3.5	\$ 596.00	
4.3	Develop 2 Potential Asset Management Financial Strategies		0.5							0.5	\$ 110.00	4.0	4.0	\$648.00	4.5	\$ 758.00	
4.4	Meet with Town to discuss Financial Strategies		1.0							1.0	\$ 220.00	1.0	1.0	\$162.00	2.0	\$ 382.00	
Asset Management Financial Strategy Subtotal Hours			2.5	0.0	0.0	0.0	0.0	0.0	0.0	2.5		11.0	11.0		13.5		
Asset Management Financial Strategy Subtotal Costs			\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 550.00	\$ 1,782.00		\$ 1,782.00		\$ 2,332.00	
5.0	Asset Management Plan Report																
5.1	Write Draft Report		8.0		0.5	0.5	0.5		4.0	13.5	\$ 2,410.00	3.0	3.0	\$486.00	16.5	\$ 2,896.00	
5.2	Meet with Township to discuss Draft Asset Management Plan Report		3.0							3.0	\$ 660.00	1.0	1.0	\$162.00	4.0	\$ 822.00	
5.3	Final Asset Management Plan Report		2.0						1.0	3.0	\$ 530.00	1.0	1.0	\$162.00	4.0	\$ 692.00	
5.4	Presentation to Council		2.0							2.0	\$ 440.00		0.0	\$0.00	2.0	\$ 440.00	
Asset Management Plan Report Subtotal Hours			15.0	0.0	0.5	0.5	0.5	0.0	5.0	21.5		5.0	5.0		26.5		
Asset Management Plan Report Subtotal Costs			\$ 3,300.00	\$ -	\$ 92.50	\$105.00	\$ 92.50	\$ -	\$ 450.00		\$ 4,040.00	\$ 810.00		\$ 810.00		\$ 4,850.00	
6.0	Project Management																
6.1	General Project Management		0.5	2.0						2.5	\$ 400.00	0.5	0.5	\$81.00	3.0	\$ 481.00	
6.2	Generate Monthly Status Reports			1.0						1.0	\$ 145.00		0.0	\$0.00	1.0	\$ 145.00	
Project Management Subtotal Hours			0.5	3.0	0.0	0.0	0.0	0.0	0.0	3.5		0.5	0.5		4.0		
Project Management Subtotal Costs			\$ 110.00	\$ 435.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 545.00	\$ 81.00		\$ 81.00		\$ 626.00	
Grand Total Staff Hours			50.5	9.0	2.0	3.0	2.0	21.0	5.0	92.5		18.5	18.5		111.0		
Grand Total Cost Excluding Taxes			\$ 11,110.00	\$1,305.00	\$ 370.00	\$630.00	\$370.00	\$1,890.00	\$ 450.00		\$ 16,125.00	\$ 2,997.00		\$ 2,997.00		\$19,122.00	





MEMO TO COUNCIL - 2021-005

TO: Mayor Currie and Members of Council

FROM: Nicole Martin, CAO/Clerk

DATE: February 17, 2021

SUBJECT: Council Expense Review

Recommendation

Further to the Report to Council 2021-006 that was received on February 3, 2021, Council is presented with a policy attached for Council Expenses.

Background

Council is reminded that the purpose of this policy is to provide members of Council with guidance on expenditures that support the member in fulfilling their duties as an elected official. The policy is intended to provide members with resources to communicate with the constituents and other stakeholders; support and promote activities or community groups; and represent the Township of Amaranth at functions, events or conferences.

Summary

Council is asked to direct staff accordingly.

Respectfully Submitted,
Nicole Martin, CAO/Clerk



374028 6TH LINE • AMARANTH ON • L9W 0M6

COUNCIL EXPENSE POLICY

POLICY OVERVIEW

The policy is intended to:

- Provide Members of Council with the flexibility to allocate resources in the most efficient way to meet their own particular requirements;
- Clarify the processes that Members and their staff use to administer their budgets by simplifying and outlining the rules;
- Recognize Members' accountability for managing Township resources allocated to them; and
- Recognize the importance of having a well-informed Council and encourages Members to attend municipal conferences and seminars.

PURPOSE

The following principals should be applied when interpreting this policy:

1. Autonomy of council – Council is the decision-making body of the Township it is separate and distinct from administration further; autonomy of Council is provided for in the *Municipal Act, 2001*.
2. Integrity of Council – the integrity of Council as a whole and the offices of the numbers must be protected; and the interest of Council as a whole takes precedence over the personal interest of individual members of Council.
3. Accountability – Since members of Council use public funds when they perform their duties, the public expects funds to be used solely for fulfilment of their public duties; Council members expenses should be reasonable and reflect what the public expects of an elected official; Council members are stewards of the Township resources and are ultimately accountable to the public and their constituents for the type and level of expenses they incur.
4. Transparency – The public has a right to know how public funds allocated to members are spent.
5. Flexibility and Limits – Members require flexibility to perform their roles and pursue their public interests; members engage their ratepayers differently; expenditures must not conflict with rules set out in other related legislation; and all accounting, audit and *Income Tax Act* principles are rules must be followed.

STATEMENT

1. This policy will apply to all Members of Council
2. Each Member of Council will be provided an annual \$2,000.00 budget to attend conferences relating to Council business. The conferences that are generally attended for Township business include, but not limited to:

- a. AMO – Association of Municipalities of Ontario
- b. ROMA – Rural Ontario Municipal Association
- c. OGRA – Ontario Good Roads Association
- d. FCM- Federation of Canadian Municipalities

Council Members are asked to present a verbal and/or written report to Council after attendance of any conference.

- 3. Each Member of Council will be provided with \$60/month for internet/cell phone usage. The intent of this provision is to provide Council the tools to adequately attend webinars/seminars being offered on virtual platforms. Council members are asked to include this on their monthly invoice for re-imbursement.
- 4. Attendance at Regular Meetings of Council will receive the annual remuneration paid on a monthly basis for regular meetings of council. No additional meeting remuneration or milage will be paid.
- 5. Attendance at a Special Meeting of Council, members will receive the established meeting rate plus milage provided that the special meeting does not occur on the same date as a regular meeting of council.
- 6. Attendance at Board or Committee meeting, a member will receive the established meeting rate plus milage if the member is a duly appointed and authorized by Council.
- 7. This policy will apply to any public member of any Boards or Committees that are duly appointed and authorized by Council.

Council members are to submit a “Attendance Record and Invoice Form” on a monthly basis for verification and approval.

Infrastructure Services

**Notice of Public Meeting
Applications for an
Official Plan Amendment and Zoning By-law Amendment
(File No. OPZ-2020-03)**

Take Notice that the Corporation of the Town of Orangeville has received complete applications to amend the Town's Official Plan and Zoning By-law No. 22-90, as amended, pursuant to Sections 22 and 34 of the Planning Act, R.S.O. 1990 and will hold a Public Meeting on:

**Monday March 1, 2021 at 7:00 P.M.
Council Chambers, Town Hall,
87 Broadway
Orangeville, Ontario**

Public Meeting protocol during the COVID-19 Pandemic:

Due to the COVID-19 pandemic and the Provincial Emergency Orders, the Council Chambers at Town Hall will not be open to the public to attend in-person until further notice. All persons interested in the above application are invited to observe this Public Meeting through the Town's live stream broadcast of this meeting online at www.youtube.com/c/OrangevilleCouncil

Any member of the public wanting to participate in this Public Meeting have the following options:

1. Make a presentation to Council remotely by submitting a delegation form found at www.orangeville.ca to councilagenda@orangeville.ca by Monday February 22, 2021 at 1 p.m. Your presentation will be included in the Council Agenda package.
2. Register to speak to this matter remotely by submitting a delegation form found at www.orangeville.ca to councilagenda@orangeville.ca by Friday February 26, 2021 at 10 a.m.
3. Alternatively, you may call in to the meeting to voice your questions or comments by calling **1-289-801-5774, Conference ID: 966 727 795#** after 7 p.m. on the evening of the Public Meeting. Callers will be invited to provide their questions or comments following the conclusion of the meeting presentation(s).

Written comments may also be submitted prior to the meeting and can be addressed to the Mayor and Members of Council, and/or the staff contact provided below. All written comments received will be taken into consideration through the overall review of this matter and will become a matter of public record.

Description of the Subject Land:

The lands subject to these applications are located on the south side of Broadway (County Road 109), west of Riddell Road and east of B Line (County Road 23). The subject lands are legally described as Part of Lot 5, Concession C, municipally known as 780 Broadway and have a total area of approximately 1.15 hectares (2.84 acres), with approximately 163.68 metres (537.0 feet) of frontage along Broadway (County Road 109). A location map of the subject lands is attached.

Purpose and Effect of the Application:

To facilitate a mixed-use development comprised of four 3-storey townhouse blocks containing a total of 54 dwelling units, as well as a single-storey commercial building containing approximately 920.55 square metres of commercial floor space. The site would be accessed from one entrance location on Broadway (County Road 109) and a total of 108 resident parking spaces are proposed, consisting of both surface parking areas (48 spaces) and an underground parking structure (60 spaces). 46 surface parking spaces are proposed for the commercial building.

The Official Plan amendment proposes to re-designate the subject lands from “Service Commercial” to Neighbourhood Commercial” on Schedule ‘A’ (Land Use Plan) with a site-specific Special Policy to permit townhouse dwellings as an additional permitted use at a maximum of 54 dwelling units. The Zoning By-law Amendment proposes to rezone the subject lands from Service Commercial (C3) with Special Provision 24.126 to Neighbourhood Commercial (C2) Zone with site-specific Special Provisions (24.XXX) to permit the proposed development.

A related application for site plan approval (File: SPA-2020-10) has also been submitted with these applications.

Public Meeting:

All persons interested in the above application are invited to attend the public meeting. Those persons who attend the public meeting will be given an opportunity to ask questions or to make a verbal submission to Council. Written comments, addressed to the Mayor and Members of Council, may also be submitted either before or at the meeting and will become a matter of public record.

Information Available:

Additional information and material relating to the application is available for review during business hours, in the Infrastructure Services Department, Planning Division at

87 Broadway, Orangeville, Ontario. For further information, you may also contact **Brandon Ward, Manager of Planning, Infrastructure Services at 519-941-0440 Ext. 2249 or by e-mail at bward@orangeville.ca** during normal business hours or visit the Planning Division.

If You Wish to be Notified:

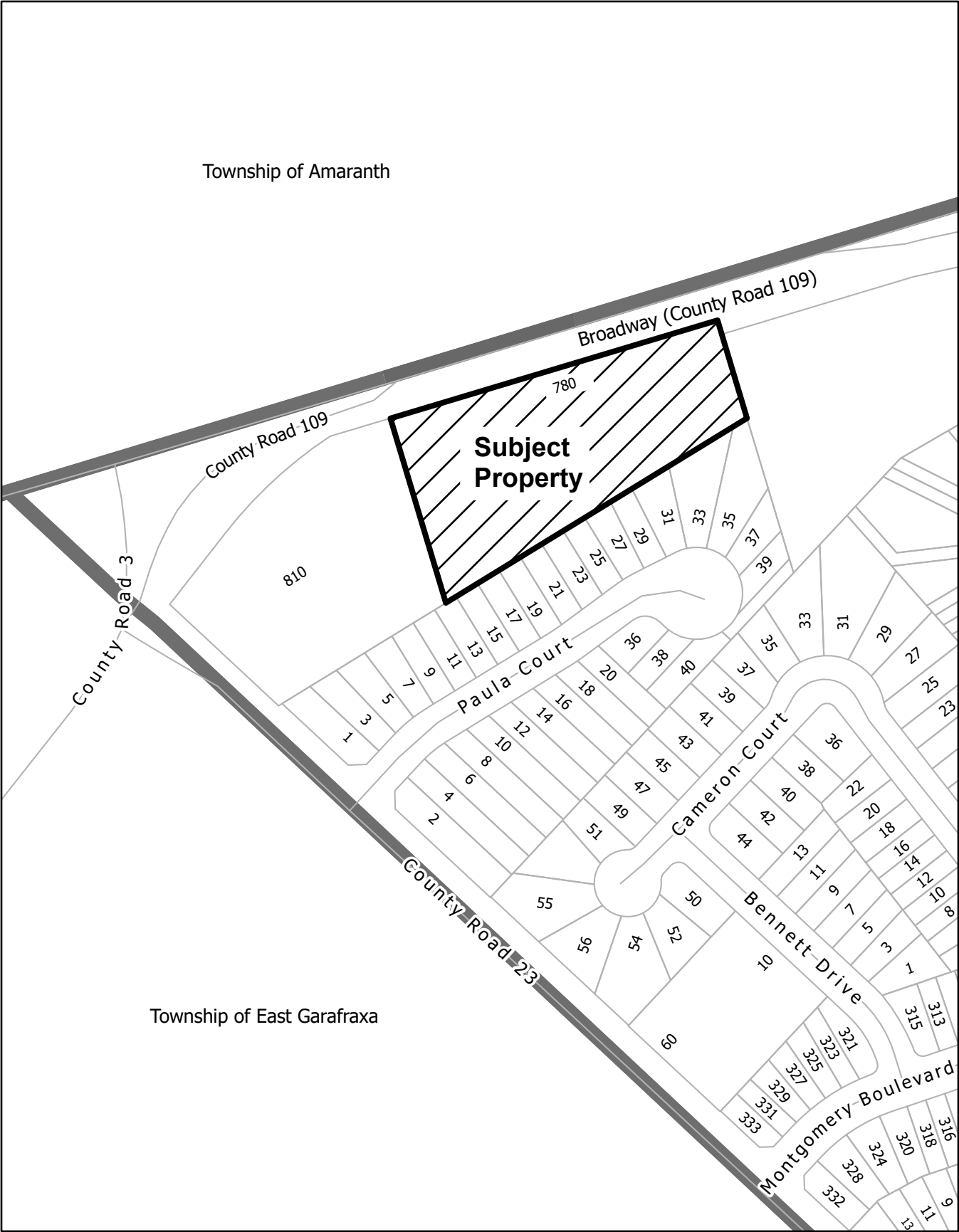
If you wish to be notified of the decision of the Council of the Corporation of the Town of Orangeville with respect to the Official Plan Amendment Application and Zoning By-law Amendment Application, you must make a written request to: Clerk, Town of Orangeville, 87 Broadway, Orangeville, Ontario, L9W 1K1.

Important Information About Preserving Your Appeal Rights:

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Corporation of the Town of Orangeville to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Corporation of the Town of Orangeville before the proposed official plan amendment is adopted or before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Corporation of the Town of Orangeville before the proposed official plan amendment is adopted or before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Notice Issued: February 9, 2021



The Township of Amaranth - Staff Report to Council

To: Mayor Currie and Members of Council

From: James Johnstone, Township Planner

Date: February 17, 2020

Subject: Application for Site Plan Approval (SPA1-19)

Applicants/Owners: SAT Metal Fabrication Inc.

Address: 7 Shannon Court, Amaranth

Township Designation: Employment Area

County Designation: Community Settlement Area

Township Zoning: Industrial

1) Purpose of Application

An Application for Site Plan Approval (the “Application”) has been submitted by SAT Metal Fabrication Inc. (the “Applicant”) for 7 Shannon Court, Amaranth, Ontario (the “Property”). The Applicant is also the owner of the property.

The purpose of the owner’s application is to construct an approximately 2628 square meter industrial facility along with associated site works in order to fabricate and manufacture quality, professional metal products and applications.

2) Background

The property is legally referred to as Lot 4, Plan 131, now known as Part 1 and Part 2 on Reference Plan 7R-4100, Township of Amaranth, County of Dufferin.

The property is designated as Employment Area in the Township Official Plan. The property is zoned as Industrial in the Township Zoning By-Law. The property is designated as Community Settlement Area in the County Official Plan.

The property has an area of approximately 1.33 hectares with a frontage of approximately 67.41 metres and depth of approximately 131.00 metres.

The Applicant made their first submission for site plan approval in February 2019 which was followed by a second submission in August 2019, third submission in January 2020 and fourth submission in May 2020.

3) Agency Comments

a) Township Engineer

i) First Submission (Letter Dated February 25, 2019)

- If any parking lot lighting is proposed a photometric plan is required.
- A landscaping plan should be submitted.
- Grading plan needs to be revised in order to address comments.
- Stormwater management report needs to be revised in order to address comments.
- A septic design brief should be submitted with application.
- Parking needs to be updated to conform with O.Reg. 191/11 and Zoning Bylaw.
- Indicate whether fill will be imported to the site.
- Any works proposed in hydro easement should be approved by Hydro One.

ii) Second Submission (Letter Dated August 6, 2019)

- If any parking lot lighting is proposed a photometric plan is required.
- Landscaping plan needs to be revised in order to address comments.
- Grading plan needs to be revised in order to address comments.
- Stormwater management report needs to be revised in order to address comments.
- A septic design brief should be submitted with application.

iii) Third Submission (Letter Dated April 17, 2020)

- A septic design brief should be submitted with application.

b) County Planning Department

i) First Submission (Letter Dated February 28, 2019)

- Consultation with the Grand River Conservation Authority in order to satisfy Source Protection Plan requirements.
- Consultation with Hydro One in order to satisfy easement requirements.

c) Grand River Conservation Authority

i) 1st Submission (Email Dated February 27, 2019)

- The property does not contain any regulated features but appropriate stormwater management measures should be implemented where applicable.

d) Risk Management Officer

i) 1st Submission (Letter Dated February 25, 2019)

- Risk Management Plan (RMP) required if application/storage/handling road salts.
- RMP required if storage of snow is in an area greater than 10 metres x 10 metres.
- All dense non-aqueous phase liquids (DNAPLs) are prohibited on the site.
- A water balance should be completed in order to demonstrate that the groundwater recharge functions on the property are maintained post-development.

ii) 2nd Submission (Letter Dated September 5, 2019)

- RMP required for application of road salts on property.
- Snow will be stored offsite but handling of snow onsite requires RMP.
- Confirmation to be provided that no DNAPLs will be present on property.
- A water balance should be completed in order to demonstrate that the groundwater recharge functions on the property are maintained post-development.
- As 2nd submission included a septic design brief, it is recommended that a hydrogeology report be completed in order to confirm the adequacy of the site to accommodate proposed sewage system.

e) Orangeville Fire Department

i) 1st Submission (Email Dated March 6, 2019)

- Size, location and calculations for underground water storage tank to be provided.
- Location of fire hydrant to be provided.
- Calculations for onsite fire fighting requirements to be provided.
- Location of fire route to be provided.

ii) 2nd Submission (Email Dated September 6, 2019)

- Fire truck turning radius should be revised to 12 metres from 9 metres.

f) County Public Works Department

i) 1st Submission (Email Dated March 25, 2019)

- Grading along the north property limit and northwest corner of property requires some attention.
- Drainage swales should be reviewed.
- Overland flow paths and parking lot grading should be reviewed.
- Silt fence should be shown on grading plan.

g) County Building Department

i) 1st Submission (Letter Dated February 12, 2019)

- Size and location of fire hydrant, fire truck turning radius and fire department connections to be provided.
- Well Location to be added to site plan.

ii) 2nd Submission (Email Dated September 6, 2019)

- Fire truck turning radius should be revised to 12 metres from 9 metres.
- Well Location to be added to site plan.
- Calculations for underground water storage tank to be provided.
- Septic design brief should be revised to incorporate an occupant load of 48 people.

iii) 3rd Submission (Letter not Dated)

- Well Location to be added to site plan.

4) Recommendation

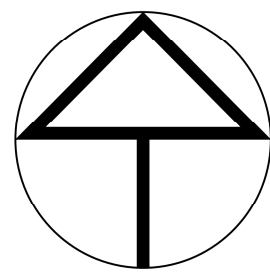
it is recommended that staff be directed to execute a site plan agreement with the following reasons advanced in support of the Applicant's application:

- R.J. Burnside (Township Engineer) has communicated in an email dated June 2, 2020 that all concerns have been addressed including grading and drainage which were also outstanding comments from County Public Works Department.
- Risk Management Officer (R.J. Burnside) has communicated in an email dated January 21, 2021 that Risk Management Plan has been completed.
- County Building Department has communicated in an email dated January 20, 2021 that all concerns have been addressed including revision of fire truck turning radius to 12 metres which was also outstanding comment from Orangeville Fire Department.
- Orangeville Fire Department has communicated in an email dated September 9, 2019 that all concerns have been addressed except for revision of fire truck turning radius to 12 metres.
- County Planning Department concerns with respect to source water protection and hydro easement have been addressed by Risk Management Plan completed with assistance of our Risk Management Officer and construction agreement between Applicant and Hydro One.

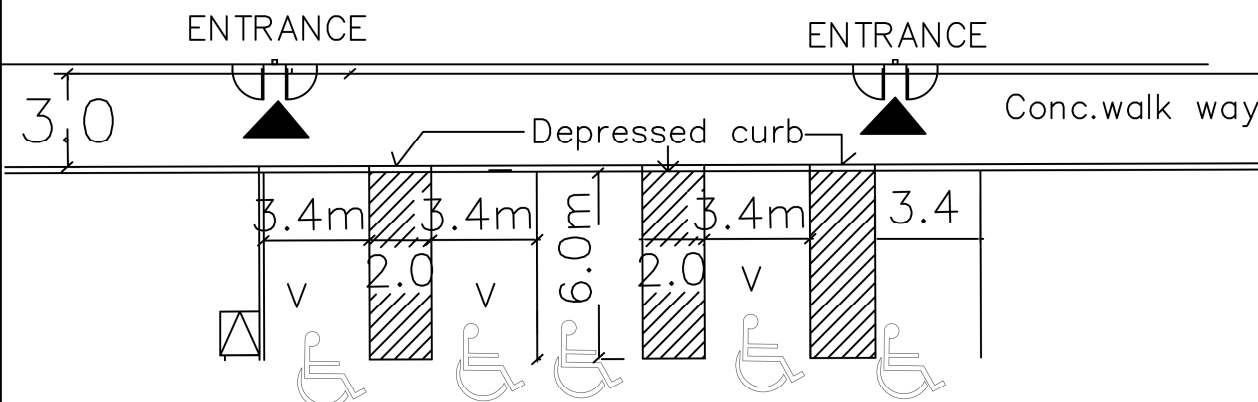
Respectfully Submitted,

James Johnstone, Township Planner

LEGAL DISCRIPTION:
PART 1 - PLAN OF
LOT 4
REGISTERED PLAN 131
TOWNSHIP OF AMARANTH
COUNTY OF DUFFERIN



- 4 FIRE ROUTE SIGN
- FIRE HYDRANT
- ✕ FIRE DEPT CONNECTION
- ▨ Conc. Paving



BARRIER FREE PARKING
V- Accessible van

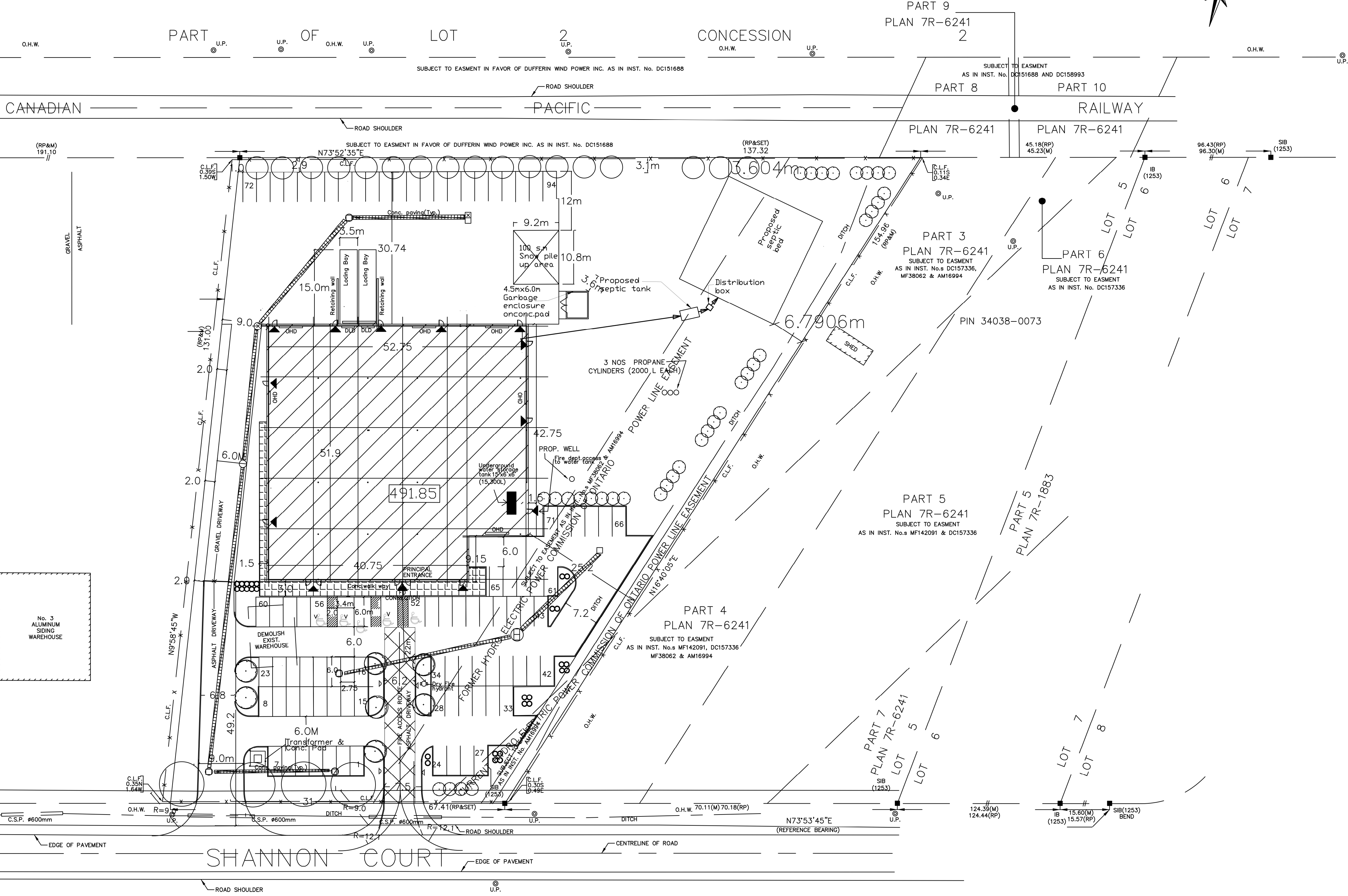
4	4TH SUB. / JUN 2020
3	3RD SUB. / MAR 2020
2	2ND SUB.
1	1ST SUB. / JAN 2019
NO:	REVISION / ISSUE DATE

PROJECT: INDUSTRIAL BUILDING 7 SHANNON COURT (SPA1-19)	
DRAWN BY: RK	
SHEET TITLE: SITE PLAN	
DATE DRAWN: SEPT 22, 2020	SHEET NUMBER: A102
SCALE: 1:500	



CONNECTSTEEL
ENGINEERING SERVICES
18 Orchard View Blvd, Oshawa, ON L1G 3N7
OFFICE- 905-240-7027 CELL- 647-895-7027





NOTE:
1) ALL PROPOSED LIGHTING, INCLUDING ON BULDING, SHOULD BE FULL CUT OFF AND NOT DIRECTED ONTO ADJACENT PROPERTIES.

FIRE ACCESS SIGN DETAIL:



- 300mm x 600mm aluminum sign (300mm x 600mm) with reflective white sheeting
- 100mm reflective red border (100mm) from outside edge of sign
- Reflective red 100mm diameter reflective sheeting with black 100mm x 100mm sign
- Black directional arrow placement on 100mm x 100mm
- Reflective red lettering 40mm high Area Road type font
- Reflective red lettering 1.5mm high Area Road type font

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

SAT Metal Fabrication Inc.

(“Owner”)

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

(“Township”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in **SCHEDULE “A”** attached hereto (“Subject Lands”);

AND WHEREAS the Owner wishes to develop the Subject Lands by constructing a 1-unit industrial facility (“**Facility**”) in accordance with the plans described in **SCHEDULE “B”** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to the Site Plan Control By-law of the Township passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Township requires the Owner to enter into this Agreement as a condition of approval of the drawings for the Owner’s proposed Works on the Subject Lands;

AND WHEREAS the Township pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

DEFINITIONS

1. The following terms and phrases are used in this Agreement shall have the meanings as set out in this section:
 - (a) “Building Permit” means a Building Permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23.
 - (b) “Chief Building Official” shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the County pursuant to the Building Code Act, S.O. 1992, c. 23.
 - (c) “County” shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement;
 - (b) “Development” shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation but shall not include preliminary site grading including stripping and storage of topsoil. “Developed” shall have a corresponding meaning.
 - (c) “Entrance Permit” shall mean a permit, issued by the Township, indicating all specifications for the approved entrance, including the Township's Entrance Permit By-law, detailed entrance diagrams, and requirements.
 - (d) “Facility” shall mean the 1-unit industrial facility, including all appurtenances thereto, to be constructed on the Subject Lands, as shown on **SCHEDULE “B”**.
 - (e) “Owner” shall mean SAT Metal Fabrication Inc. as well as any and all subsequent owners of the Subject Lands or any part thereof.
 - (f) “Subject Lands” shall mean and include all lands as described in **SCHEDULE “A”** attached hereto.
 - (d) “Township” shall mean the Corporation of the Township of Amaranth, and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
 - (g) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”** hereto, and the component parts of the above systems.

SCHEDULES

2. The following **SCHEDULES** are attached hereto and incorporated in this Amending Agreement and deemed to be a part hereof:

SCHEDULE “A”	Legal Description of Subject Lands
SCHEDULE “B”	Site Plan Drawings/Reports
SCHEDULE “C”	Form of Letter of Credit
SCHEDULE “D”	Regulations for Construction
SCHEDULE “E”	Insurance Requirements

The original documents for the above-noted **SCHEDULES** are filed with the CAO/Clerk of the Township.

EXECUTION, REGISTRATION AND CERTIFICATION

3. The Owner shall, prior to the execution of this Agreement by the Owner, provide the Township with an opinion letter signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
4. The Owner shall, before the execution of this Agreement by the Owner, provide the Township with a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
5. The Owner shall pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Township executing this Agreement:
- (a) all outstanding municipal taxes, if any;
 - (b) all legal and engineering fees as invoiced by the Township to date;
 - (c) provision of the Performance Guarantee which quantum is set out as \$25,000.00 in accordance with the terms of this Agreement, and **SCHEDULE “C”**;
 - (d) provision of the insurance details as set out in this Agreement and **SCHEDULE “E”**.
6. The Owner shall, after the execution of this Agreement by the Owner, deliver to the Township Solicitor a Certificate of Title signed by an Ontario Solicitor in good standing certifying that the Site Plan Agreement and the postponement agreements, (if any) have been registered on title to the Subject Lands, and that the Site Plan Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Township Solicitor.

7. The Owner covenants that it shall not commence any Development and/or Works whatsoever, until the necessary permits and authorizations, including the Building Permit and any other applicable licenses and permits have been obtained by the Owner from the appropriate authorities having jurisdiction. In the event that it comes to the attention of the Township that the Owner has failed to obtain or maintain the necessary permits and authorizations, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Township to the Owner. The Township may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND FIELD REVIEW

8. The Facility and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, the **Schedules** hereto and all applicable permits and authorizations.
9. The Owner covenants to retain the following professionals to design and provide field review of the construction and installation of the Facility and the Works and to provide the Certificate(s) as set out in the following sentences in this section. The design and field review of the construction and installation of the Facility and the Works, save and except landscaping, on the Subject Lands shall be provided by a Professional Engineer(s) and/or Architect (s) licensed in the Province of Ontario and such other professional as is required and retained by the Owner. The said Engineer(s) and or Architect(s) shall file with the Township, prior to the commencement of construction, a written undertaking with respect to said Facility and Works, which shall include a requirement to provide upon completion of the Facility and the Works, Certificate(s) that the execution of the Facility and the Works has been in accordance with the plans and specifications as set out in **SCHEDULE "B"** and the terms of this Agreement. All required Certificate(s) shall include the stamp of the professional(s) providing such Certificate(s).

SITE PLAN DEVELOPMENT

10. The Township hereby approves **SCHEDULE "B"** as to development on the Subject Lands.
11. The Owner covenants that no works shall be constructed or altered on the Subject Lands except in accordance with **SCHEDULE "B"** without the prior written consent of the Township. The Owner specifically acknowledges that the approval by the Township of **SCHEDULE "B"**, and the execution of the Agreement by the Township, is based on the usage of the Subject Lands for industrial purposes in accordance with the Township's applicable Zoning By-law.
12. **SCHEDULE "B"** once approved by Township Council, may be modified without amendment to this Agreement, provided that such modifications are expressly agreed to by the Council of the Township in writing. Should the Township refuse to agree to the modifications, the Township shall provide to the Owner written reasons for its refusal. The Township's decision with respect to such modifications and/or refusal shall be final. The foregoing paragraph does not preclude the Owner from making application to amend this Agreement pursuant to the provisions of the Planning Act.
13. The Owner agrees and covenants that any change of use of the Subject Lands shall require further site plan approval and that it shall be responsible for any costs associated with obtaining further site plan approval.

PERMITS AND AUTHORIZATIONS

14. The Owner hereby acknowledges that it is solely responsible for obtaining and maintaining all permits and authorizations that may be necessary and/or advisable relating to the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement;
15. The Owner shall ensure that there will be compliance with the insurance provisions of the Workplace Safety and Insurance Act, 1997 in carrying out all Development and construction activities.

CONDITIONS OF USE

16. The Owner agrees that any future development or change of use of the Subject Lands shall require further site plan approval, including but not limited to the following items, all of which shall be to the satisfaction of the Township:
 - (a) Written notice to the Township;
 - (b) Confirmation from a professional engineer that the existing servicing of the Subject Lands is adequate to service the proposed change in use; and
 - (c) Any updated reports and/or studies as may be deemed necessary by the Township.
17. The Township reserves the right to waive the requirement for any or all of the items enumerated in Paragraph 16, above.
18. Should the Facility adversely impact any private wells within 500 metres of the Subject Lands, the Owner agrees that it shall remedy the issue, including, but not limited to, fixing the existing well or re-drilling a new well, as the circumstances may dictate. The Owner further agrees to provide all adversely affected persons with potable water on an interim basis within twelve (12) hours of being notified of such interruption continuously until the issue is resolved.

UTILITIES

19. The Owner shall, prior to the occupancy of the Facility, execute and deliver to the Township and/or applicable authority the grants of easements, for utilities and/or drainage, if applicable, which are free and clear of all mortgages, liens, charges and encumbrances, and if, subsequent to the execution of this Agreement, further easements are required for utilities, the Owner agrees to grant such easements forthwith upon demand at no expense to the Township and/or to the applicable authority.
20. All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense. The form and substance of all deeds, grants of easements and other document granting property interests to the Township shall be subject to the approval of the Township's Solicitor and shall be in registrable form.
21. The Owner covenants and agrees that in the event of relocation of any utilities, including but not limited to hydro, gas, cable and telephone, as a result of the Development of the Subject Lands, such relocation shall be completed at the Owner's expense. Further, the Owner covenants and agrees to pay any and all charges from such approvals and/or connections, including, without limitation, ongoing charges levied by the applicable authorities for the provision of same.

WORKS TO BE PROVIDED

22. The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved **SCHEDULES** hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:
- (a) obtain all required approvals for the Facility from the County Department of Public Works, County Building and the By-law Department and the Orangeville Fire Department. In the event that any of the foregoing regulatory authorities determines that the Development of the Facility does not require approvals within its jurisdiction, the Owner shall provide the Township with written confirmation from the relevant regulatory authority to that effect;
 - (b) construct, maintain and operate the Facility in accordance with all regulatory approvals which may be required and all conditions thereof;
 - (c) construct, maintain and operate the Facility to the satisfaction of the Township, County, the Fire Chief of the Orangeville Fire Department and any other regulatory authority having jurisdiction;
 - (d) construct, maintain, and be solely responsible for the care, maintenance, and operation of the drainage works and facilities on the Subject Lands. Such drainage works and facilities shall be constructed, installed, maintained and operated in accordance with the approved **SCHEDULE “B”** hereto and any such drainage works and facilities shall be constructed, designed, maintained and operated to the satisfaction of the Township and the County;
 - (e) clearly mark all parking spaces with white markings and signs, including the designation and signage of parking spaces reserved for barrier free parking in the locations illustrated on the approved **SCHEDULE “B”** and in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended; and to properly maintain the markings and signs, at the Owner’s expense. All markings and signage of the parking shall be erected prior to the occupancy of the Facility. Such markings and signage shall be to the satisfaction of the Township Engineer;
 - (f) provide accessibility to the Facility in accordance with the Accessibility for Ontarians with Disabilities Act (“AODA”);
 - (g) be solely responsible for the removal of snow and ice from the off-street vehicular access routes, walkways, fire routes, parking surfaces and driveways on the Subject Lands and to be responsible for the winter maintenance of the above as is reasonably required. It is agreed that no snow will be transferred onto the Township’s or County’s municipal road allowances, and that snow storage shall be in the areas as shown in **SCHEDULE “B”** hereto and in accordance with the approved Risk Management Plan;
 - (h) store all refuse and waste material in the location indicated for that purpose in the approved **SCHEDULE “B”** hereto and in no other location without the express or written consent of the Township. Waste material shall be removed from the Subject Lands by a private contractor at the Owner’s expense;

- (i) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved **SCHEDULE “B”** hereto. The Owner acknowledges and agrees that no importation of fill and/or granular material onto the Subject Lands shall be permitted beyond the minimum amount (if any) required for compliance with the approved plans. The Owner agrees that all fill and/or granular material imported onto the Subject Lands shall be clean and free of contaminants, to the satisfaction of the Township. The Owner acknowledges and agrees that the Township may, in its sole discretion, carry out such inspections or ask for such certification as it may require to ensure compliance with this requirement;
- (j) ensure that existing drainage patterns on adjacent properties shall not be altered and stormwater runoff shall not be directed to drain onto adjacent properties;
- (k) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the approved **SCHEDULE “B”** hereto and to clearly mark with signage the ingress and egress to the satisfaction of the Township Engineer;
- (l) implement the recommendations contained in the Source Water Protection Risk Management Plan dated January 21, 2021 as shown on the approved **SCHEDULE “B”**;
- (m) construct and maintain site servicing as shown on the approved **SCHEDULE “B”**;
- (n) properly maintain at its own expense, at all times, the parking areas, loading spaces and zones, driveways, fire routes, exits and entrances on the Subject Lands as indicated on the approved **SCHEDULE “B”** and in no other location;
- (o) maintain any landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in the approved **SCHEDULE “B”** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices;
- (p) provide and maintain the driveway and Fire Route as shown on the approved **SCHEDULE “B”** hereto and the Owner shall (at the sole expense of the Owner) design, build, construct, install and maintain signs prohibiting parking at all times along the full length of the Fire Route. The Fire Route shall be constructed in a manner satisfactory to the Township and without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Township prior to occupancy of the new Facility on the Subject Lands. Notwithstanding the foregoing, the Owner shall provide, at its sole expense, a stable, unimpeded access route to and within the Subject Lands sufficient for all emergency vehicles during the construction of the new Facility;
- (q) outdoor storage shall be in compliance with the provisions of the Township’s applicable Zoning By-law;
- (r) obtain an entrance permit from the Township for the proposed entrance as shown on the approved **SCHEDULE “B”** hereto. All required work within the Township road allowance shall be provided at the Owner’s own cost and to the satisfaction of the Township;

- (s) obtain a Road Occupancy Permit from the Township prior to performing any work or activities within the road allowance, including, but not limited to traffic control measures, construction, disturbances, and alterations or improvements within the road allowance;
 - (t) provide such further and other facilities, services or other matters required by the Township subsequent to an agreed modification pursuant to paragraph 7 of this Agreement.
23. The facilities, works and other matters shown or described on the approved **SCHEDULE "B"** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Township. In case of default thereof, or in the case of default under any other provision of this Agreement, the Township may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Township. The cost of performing said work, or remedying any default, shall form a lien against the Subject Lands and may be collected in the same manner as unpaid municipal taxes. In addition to all other remedies, should such cost not be paid in a timely manner, the Township may draw on the Performance Guarantee.

PERFORMANCE GUARANTEE

24. The Owner shall prior to the execution of this Agreement by the Owner, lodge with the Township a Performance Guarantee, consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of \$25,000.00;
25. The Owner covenants and agrees that the letter(s) of credit 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 Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Township's Treasurer.

USE OF PERFORMANCE GUARANTEE

26. The Owner agrees that the Township may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Township deems fit if the Owner:
- (a) in any way makes or permits default of the Owner's obligations under this Agreement; or
 - (b) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Facility and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.
27. The amount of the Performance Guarantee may be reduced from time to time at the sole discretion of the Township, as the Works proceed and subject to the Township being provided with such documentation as it may require.
28. The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

29. The Owner shall, at its own expense, within seven (7) clear days of receiving written notice from the Township to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

INDEMNIFICATION OF TOWNSHIP

30. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Works.

INSURANCE

31. The Owner shall obtain and maintain a policy or policies of insurance in accordance with **SCHEDULE "C"** hereto and to the satisfaction of the Township Treasurer with a collective policy limit of not less than \$5,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Facility, and the Works set out herein. The Owner shall from time to time, at the request of the Township, furnish proof to the Township that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Township, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Township within seven (7) clear days of written demand being given by the Township.
32. The Owner hereby covenants to obtain, prior to the issuance of the Building Permit, a letter from the Owner's insurance company(ies) addressed to the Township certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement. The Owner hereby acknowledges that the Township intend to rely on the said letter from the Owner's insurance company(ies).

INCOMPLETE OR FAULTY WORK

33. In addition to any other rights that the Township may have by statute or otherwise, representatives of the Township, including the Township Engineer, may, at any time and from time to time, inspect the works on the Subject Lands. If in the opinion of the Township, the Owner:

- (a) is not proceeding with or causing to be proceeded with the said work within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (b) is improperly performing, abandoned or neglected the said work;
 - (c) refuses, fails or neglects to replace or repair such work as may be rejected by the Township as defective or unsuitable; then the Township shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Township shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Township shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Township, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.
34. In addition, the Township, or its representatives, including the Township Engineer, upon inspection may require work on the Facility to cease immediately in the event of unsafe conditions or health risks being identified.
35. It is understood and agreed between the parties hereto that such entry upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Township or assumption by the Township of the Works by the Township.
36. The cost incurred by the Township in furtherance of the provisions of this section shall be calculated by the Township whose decisions shall be final and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Township) shall be paid by the Owner to the Township forthwith on demand, failing which the Township shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.
37. Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Township arising from or out of any breach of the provisions and terms of this Agreement.
38. This Section may be pleaded by the Township as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Township against the Owner and/or the Performance Guarantee as the case may be.

REQUIREMENTS FOR LETTERS OF COMPLETION

39. The Owner agrees that the occupancy and use of the Facility on the Subject Lands shall not occur until the Township has provided the Owner with a "Letter of Completion". The Township shall issue the Letter of Completion once it has been provided with:
- (a) certification by the Owner's consultants, including its Engineer or Architect addressed to the Township certifying that the Facility, and the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved **SCHEDULES** hereto;

- (b) delivery of one complete set of “as constructed” plans of the Facility, in hard copy, which shall be certified by the Owner’s Engineer, as well as delivery of such plans in a computerized format satisfactory to the Township;
- (c) confirmation from Hydro One, and any other utilities, that any expansion of necessary utilities are constructed to its satisfaction;
- (d) confirmation from the Owner’s Engineer that drainage and stormwater management has been addressed in accordance with **SCHEDULE “B”** to the satisfaction of the Township;
- (e) confirmation from the Owner’s Engineer that the grading has been completed in accordance with **SCHEDULE “B”** to the satisfaction of the Township;
- (f) confirmation from Township staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, invoiced fees and municipal taxes; and,
- (g) confirmation by the Owner’s Engineer that the required driveways and parking areas have been surfaced and completed to the satisfaction of the Township or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Township.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

- 40. The Owner agrees that the Council of the Township shall not be obligated to release to the Owner the Works Performance Guarantee until:
 - (a) a Letter of Completion has been issued;
 - (b) there has been full compliance with the requirements of the Construction Lien Act, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Township may, in the sole and absolute opinion of the Township’s Solicitor, be liable arising from the Facility and/or the Works.

PAYMENT OF MUNICIPAL COSTS

- 41. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner”.
- 42. The Owner shall reimburse the Township forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Township, or any of its agents, in connection with Facility of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the **SCHEDULES** attached hereto. In the event that the Township deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Township), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on site inspections of the work performed, the Township shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit to the Township be drawn against for such retention, subsequent to the Township advising the Owner of the requirement for such outside consultant(s).

43. The Township's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Township's demand for payment shall not include costs for employees of the Township except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Township which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.
44. In the event that the Owner does not reimburse the Township as aforesaid, the Township may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.
45. The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Township on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.

REQUIRED COMPLETION DATE

46. The Owner covenants and agrees to complete the Works pursuant to the terms of this Agreement on or before the expiry of two (2) years from the date of the execution of the agreement.

GENERAL MATTERS

47. The Owner agrees with the Township that:
 - (a) the failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - (b) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Township may have at law to enforce the provisions of this Agreement, including section 447.1 of the Municipal Act, 2001, as amended, should same be required;
 - (c) The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.
 - (d) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
 - (e) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
 - (f) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of

reference and are not intended to be full or accurate descriptions of the contents thereof.

- (g) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (h) 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.
- (i) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors, successors in title, and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Township shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (j) Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.
- (k) Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.
- (l) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

SAT Metal Fabrication Inc.
22 Goodmark Place, Unit 24
Etobicoke, ON
M9W 6R2

to the Township:

Township of Amaranth
374028 6th Line
Amaranth, ON
L9W 0M6.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SAT Metal Fabrication Inc.

I have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF AMARANTH**

Mayor

CAO/Clerk

Pursuant to the approval and authorization as set out in By-law No. _____ of the Township of Amaranth, enacted the _____ day of _____, 2021.

SCHEDULE “A”
Legal Description of Subject Lands

MUNICIPAL DESCRIPTION:	7 Shannon Court, Amaranth
LEGAL DESCRIPTION:	Lot 4, Plan 131, Part 1 and Part 2, 7R-4100, Township of Amaranth, County of Dufferin
PIN:	34038-0069

SCHEDULE “B”
Site Plan Drawings/Reports
SAT Metal Fabrication Inc.

1. Surveyor’s Real Property Report prepared by Mandarin Surveyors Limited, dated July 16, 2018 and revised September 6, 2020;
2. Site Plan (Dwg No. A102) prepared by ConnectSteel Engineering Services, dated September 22, 2020 and revised June 2020;
3. Floor Plan (Dwg No. A02) prepared by ConnectSteel Engineering Services, dated July 2017 and revised October 2018;
4. Roof Plan (Dwg No. A03) prepared by ConnectSteel Engineering Services, dated July 2017 and revised October 2018;
5. Elevations Plan (Dwg No. A04) prepared by ConnectSteel Engineering Services, dated July 2017 and revised July 2019;
6. Elevations Plan (Dwg No. A05) prepared by ConnectSteel Engineering Services, dated July 2017 and revised July 2019;
7. Drainage Plan (Dwg No. DR1) prepared by Caledon Hills Engineering Ltd., dated November 26, 2018 and revised January 13, 2021;
8. Grading Plan (Dwg No. GR1) prepared by Caledon Hills Engineering Ltd., dated November 26, 2018 and revised January 13, 2021;
9. Stormwater Management Report prepared by Caledon Hills Engineering Ltd., dated July 3, 2019 and revised March 18, 2020;
10. Requirements of Water Supply for Fire Protection prepared by Ebal Engineering Ltd., dated January 22, 2019;
11. Landscaping Plan prepared by ConnectSteel Engineering Services, dated September 22, 2020 and revised June 2020;
12. Design of Septic System prepared by Naraentheraraja Mylvaganam dated October 21, 2019.
13. Water Balance Report prepared by Naraentheraraja Mylvaganam dated October 21, 2019.
14. Risk Management Plan prepared by Township of Amaranth dated January 21, 2021.
15. Construction Agreement prepared by Hydro One dated November 9, 2020.

**SCHEDULE “C”
Form of Letter of Credit**

REQUIRED – to be on bank letterhead

Letter of Credit No. _____ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWNSHIP OF AMARANTH
374028 6th Line
Amaranth, ON
L9W 0M6

Fax: 519-941-1802

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of the Bank)

(Address)

for the account of (Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____

DOLLARS (\$_____) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the: (Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Township made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Township services and financial obligations set out in an Agreement between the customer and the Township and referred to as (Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Corporation of the Township of Amaranth.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 20__.

COUNTERSIGNED BY:

(Name of Bank)

Per:

SCHEDULE “D”
Regulations for Construction

Building Code of Ontario;

The applicable By-laws of the Corporation of the Township of Amaranth;

Building By-law of the Corporation of the County of Dufferin;

Ministry of Transportation Ontario (MTO) Permit requirements;

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards;

Ontario Ministry of the Environment Standards;

Any permits required from the Township of Amaranth or County of Dufferin for ingress and egress;

All other applicable law.

SCHEDULE “E”
Insurance Requirements

Prior to commencing any Development and/or construction of any Works, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Township Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Township, the engineering firm appointed as the Township Engineers as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Township. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Township, from time to time as the Township Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

The Township of Amaranth - Staff Report to Council

To: Mayor Currie and Members of Council

From: James Johnstone, Township Planner

Date: February 17, 2020

Subject: Application for Site Plan Approval (SPA1-21)

Applicant: Suzanne Turvill

Owner: Manuel Desouza

Address: 245295 5th Sideroad

Township Designation: Rural

County Designation: Countryside Area

Township Zoning: Rural Residential (Site Specific RR-6)

1) Purpose of Application

An Application for Site Plan Approval (the “Application”) has been submitted by Suzanne Turvill (the “Applicant”) for 245295 5th Sideroad, Amaranth (the “Property”). The purpose of the Application is to use an existing accessory building with an approximate area of 277.90 square meters as a warehouse (home industry).

Please note that the property is currently owned by the Owner but a property transaction will transfer ownership of the property to the Applicant in the near future. The Owner has consented to the submission of this Application in order to facilitate the Applicant starting up their home industry upon taking ownership of the property.

2) Background

The property is legally referred to as West Part Lot 6, Concession 2, save and except Parts 1 & 2, Plan 7R-5373, Township of Amaranth, County of Dufferin.

The property is designated as Rural in the Township Official Plan. The property is zoned as Rural Residential in the Township Zoning By-Law. The property is designated as Countryside Area in the County Official Plan.

The property has an area of approximately 2.03 hectares with a frontage of approximately 135.87 metres and depth of approximately 151.85 metres.

3) Agency Comments

a) County Planning Department (Letter Dated February 10, 2021)

- Confirmation be provided as to whether the woodlands adjacent to the subject property are deemed significant and whether an Environmental Impact Statement (EIS) is required relative to the proximity of woodlands; and
- Consultation occur with the Township of Amaranth, the Grand River Conservation Authority (GRCA) and the Nottawasaga Valley Conservation Authority (NVCA) related to the potential impacts to source water.

b) Grand River Conservation Authority (Email Dated February 2, 2021)

- No objection to the approval of the subject site plan; and
- Please note that northeastern corner of the property is under the jurisdiction of the Nottawasaga Valley Conservation Authority.

c) Nottawasaga Valley Conservation Authority

- No comments received.

d) Risk Management Officer (Letter dated February 5, 2021)

- No policies are applicable for the current application and there are no further requirements from source protection.

e) Township Engineer

- Proposed septic systems will require building permits;
- Adjacent County ROW is approximately 20 metres when proposed road width is 30 metres. The location of septic system should be able to accommodate any future road widenings along with minimum sewage system setback of 3 m from ROWs;
- If home industry will have employees, then an accessible parking spot with associated aisle and signage will be required in order to comply Township Zoning By-Law and O.Reg. 191/11; and
- If home industry will have customers, then a site plan delineating parking including accessible parking will be required.

f) Dufferin County Public Works Department

- No comments received.

g) Dufferin County Building Department

- No comments received.

4) Recommendation

it is recommended that staff be directed to execute a site plan agreement with the following reasons advanced in support of the Applicant's application:

- The Risk Management Officer states that no policies are applicable with respect to sourcewater protection for the proposed development;
- The Grand River Conservation Authority has no objections to the approval of the subject site plan; and
- With respect to County Planning Department comments on woodlands and wetlands, the natural heritage feature mapping of the subject property was double-checked and no woodlands or wetlands are identified on the subject property. There are woodlands and wetlands on adjacent properties but proposed use is a warehouse in order to store pre-packaged materials and equipment. It is recommended that the storage of pre-packaged materials and equipment in an existing accessory building does not pose a risk to adjacent woodlands.

it is recommended that staff be directed not to proceed with execution of site plan agreement until the following technical conditions have been satisfied:

- Confirmation be received from County Public Works Department that proposed location of septic system can accommodate future road widenings along with any other potential concerns;
- Confirmation be received from the Nottawasaga Valley Conservation Authority that they have no objections to the proposed development.
- Confirmation be received from the County Building Department that they have no concerns with proposed septic system.

it is further recommended that staff be directed not to proceed with execution of site plan agreement until the following legal conditions have been satisfied:

- The ownership of the property is legally transferred from the current owner to the future owner, or the current owner agrees to be the party with whom this agreement is completed with on behalf of the future owner.

Respectfully Submitted,

James Johnstone, Township Planner

Site Plan

PIN 3404

METRIC

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

ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 2 AND 3

WEST

HALF

LOT

6

PIN 34046--0038 (L7)

265 033 LT
265 215 Meas

12 (125.3)

HASHED LINES DENOTE
PROPOSED AREA OF SEPTIC
SYSTEM INSTALLATION

SEE ATTACHED DRAWINGS
FOR INSTALLATION DETAILS
88.4
EXISTING SHOP

5 ACRE PARCEL

CONCESSION

EXISTING DRILLED WELL
730 M. TO ALL SEPTIC
COMPONENTS

EXISTING
SINGLE FAMILY
RESIDENCE

EXISTING SEPTIC
SYSTEM SERVICING
SINGLE FAMILY RESIDENCE

Please note that proposed site plan development includes renovating existing shop (no change to building footprint) to include office and washroom

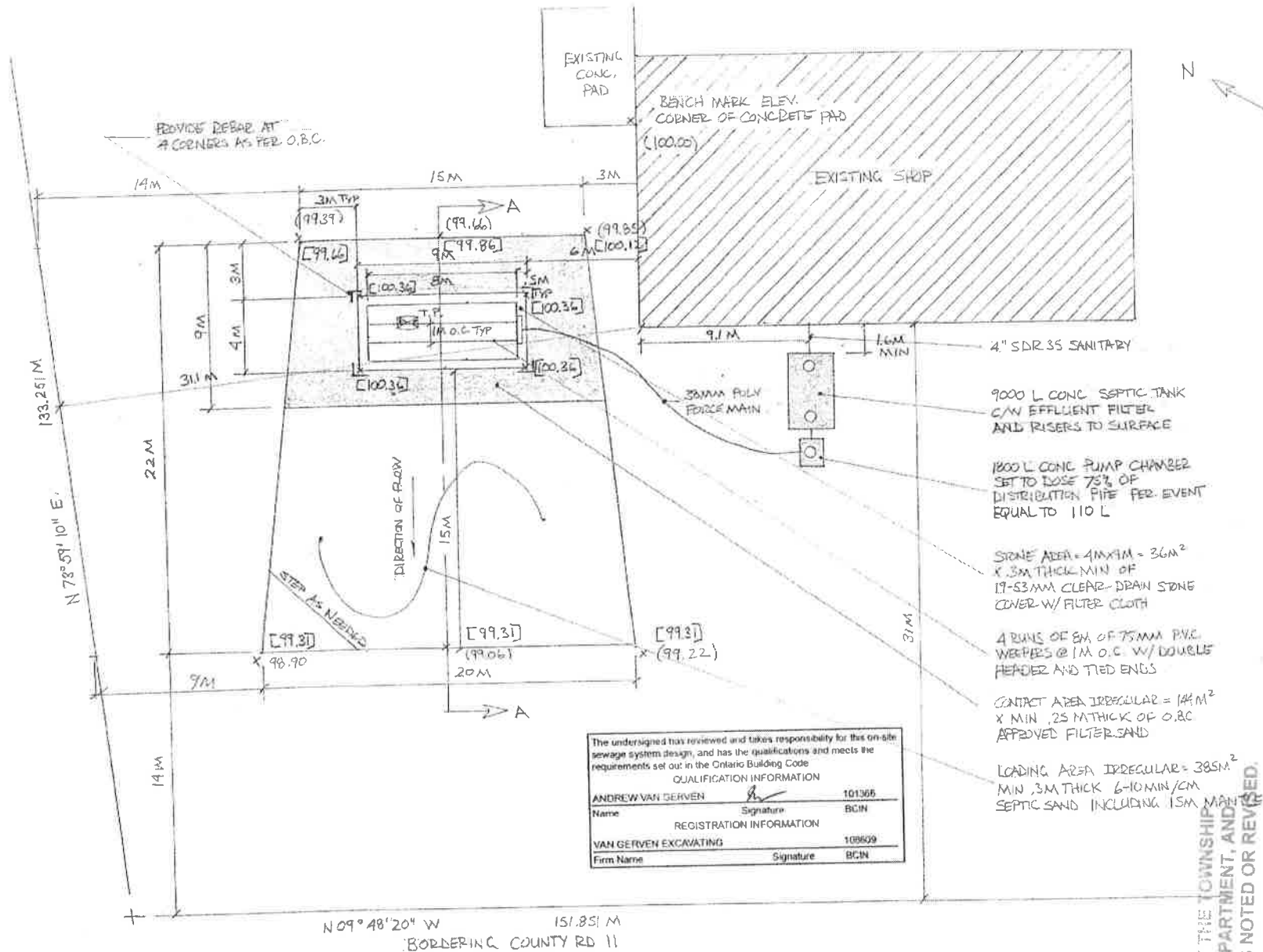
REVIEWED BY THE TOWNSHIP
PLANNING DEPARTMENT, AND
ACCEPTED AS NOTED OR REVISED.

FEB 01 2021

SIGNED:

Jan 9th

Septic Plan



- NOTES:
- ALL TANKS
 - ≥ 1.6M FROM STRUCTURES
 - ≥ 3M FROM PROPERTY LINES
 - ≥ 30M FROM ALL WELLS
- ALL DISTRIBUTION PIPE
- ≥ 5M FROM STRUCTURES
 - ≥ 3M FROM PROPERTY LINES
 - ≥ 30M FROM ALL WELLS

SCALE 1:200

The undersigned has reviewed and takes responsibility for this on-site sewage system design, and has the qualifications and meets the requirements set out in the Ontario Building Code

QUALIFICATION INFORMATION		
ANDREW VAN GERVEN	Signature	101305
Name	Registration Information	BCIN
VAN GERVEN EXCAVATING	Signature	108609
Firm Name	Registration Information	BCIN

REVIEWED BY THE TOWNSHIP PLANNING DEPARTMENT, AND ACCEPTED AS NOTED OR REVISED.

FEB 01 2021

SIGNED: *[Signature]*

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

Suzanne Turvill

(“Owner”)

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

(“Township”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in **SCHEDULE “A”** attached hereto (“Subject Lands”);

AND WHEREAS the Owner wishes to develop the Subject Lands by constructing Works in accordance with the plans described in **SCHEDULE “B”** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to the Site Plan Control By-law of the Township passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Township requires the Owner to enter into this Agreement as a condition of approval of the drawings for the Owner’s proposed Works on the Subject Lands;

AND WHEREAS the Township pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

DEFINITIONS

1. The following terms and phrases are used in this Agreement shall have the meanings as set out in this section:
 - (a) “Building Permit” means a Building Permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23.
 - (b) “Chief Building Official” shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the County pursuant to the Building Code Act, S.O. 1992, c. 23.
 - (c) “County” shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement;
 - (b) “Development” shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation but shall not include preliminary site grading including stripping and storage of topsoil. “Developed” shall have a corresponding meaning.
 - (c) “Entrance Permit” shall mean a permit, issued by the Township, indicating all specifications for the approved entrance, including the Township's Entrance Permit By-law, detailed entrance diagrams, and requirements.
 - (d) “Owner” shall mean Suzanne Turvill as well as any and all subsequent owners of the Subject Lands or any part thereof.
 - (e) “Subject Lands” shall mean and include all lands as described in **SCHEDULE “A”** attached hereto.
 - (d) “Township” shall mean the Corporation of the Township of Amaranth, and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
 - (f) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”** hereto, and the component parts of the above systems.

SCHEDULES

2. The following **SCHEDULES** are attached hereto and incorporated in this Amending Agreement and deemed to be a part hereof:

SCHEDULE “A”	Legal Description of Subject Lands
SCHEDULE “B”	Site Plan Drawings
SCHEDULE “C”	Form of Letter of Credit
SCHEDULE “D”	Regulations for Construction
SCHEDULE “E”	Insurance Requirements

The original documents for the above-noted **SCHEDULES** are filed with the CAO/Clerk of the Township.

EXECUTION, REGISTRATION AND CERTIFICATION

3. The Owner shall, prior to the execution of this Agreement by the Owner, provide the Township with an opinion letter signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
4. The Owner shall, before the execution of this Agreement by the Owner, provide the Township with a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
5. The Owner shall pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Township executing this Agreement:
- (a) all outstanding municipal taxes, if any;
 - (b) provision of the Performance Guarantee which quantum is set out as \$3,000.00 in accordance with the terms of paragraph 21 of this Agreement, and **SCHEDULE “C”**;
 - (c) provision of the insurance details as set out in this Agreement and **SCHEDULE “E”**.
6. The Owner shall, after the execution of this Agreement by the Owner, deliver to the Township Solicitor a Certificate of Title signed by an Ontario Solicitor in good standing certifying that the Site Plan Agreement and the postponement agreements, (if any) have been registered on title to the Subject Lands, and that the Site Plan Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Township Solicitor.

7. The Owner covenants that it shall not commence any Development and/or Works whatsoever, until the necessary permits and authorizations, including the Building Permit and any other applicable licenses and permits have been obtained by the Owner from the appropriate authorities having jurisdiction. In the event that it comes to the attention of the Township that the Owner has failed to obtain or maintain the necessary permits and authorizations, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Township to the Owner. The Township may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement.

SITE PLAN DEVELOPMENT

8. The Township hereby approves **SCHEDULE “B”** as to development on the Subject Lands. The development of Subject Lands includes renovating the existing accessory building (shop) to include an office and washroom along with installation of a septic system outside.
9. The Owner covenants that no works shall be constructed or altered on the Subject Lands except in accordance with **SCHEDULE “B”** without the prior written consent of the Township. The Owner specifically acknowledges that the approval by the Township of **SCHEDULE “B”**, and the execution of the Agreement by the Township, is based on the usage of the Subject Lands for home industry (warehouse) purposes in accordance with the Township’s applicable Zoning By-law.
10. **SCHEDULE “B”** once approved by Township Council, may be modified without amendment to this Agreement, provided that such modifications are expressly agreed to by the Council of the Township in writing. Should the Township refuse to agree to the modifications, the Township shall provide to the Owner written reasons for its refusal. The Township’s decision with respect to such modifications and/or refusal shall be final. The foregoing paragraph does not preclude the Owner from making application to amend this Agreement pursuant to the provisions of the Planning Act.
11. The Owner agrees and covenants that any change of use of the Subject Lands shall require further site plan approval and that it shall be responsible for any costs associated with obtaining further site plan approval.

PERMITS AND AUTHORIZATIONS

12. The Owner hereby acknowledges that it is solely responsible for obtaining and maintaining all permits and authorizations that may be necessary and/or advisable relating to the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement;
13. The Owner shall ensure that there will be compliance with the insurance provisions of the Workplace Safety and Insurance Act, 1997 in carrying out all Development and construction activities.

CONDITIONS OF USE

14. The Owner agrees that any future development or change of use of the Subject Lands shall require further site plan approval, including but not limited to the following items, all of which shall be to the satisfaction of the Township:
 - (a) Written notice to the Township;
 - (b) Confirmation from a professional that the existing servicing of the Subject Lands is adequate to service the proposed change in use; and
 - (c) Any updated studies as may be deemed necessary by the Township.
15. The Township reserves the right to waive the requirement for any or all of the items enumerated in Paragraph 14, above.

UTILITIES

16. The Owner shall, prior to the occupancy of the Facility, execute and deliver to the Township and/or applicable authority the grants of easements, for road widenings, utilities and/or drainage, if applicable, which are free and clear of all mortgages, liens, charges and encumbrances, and if, subsequent to the execution of this Agreement, further easements are required for utilities, the Owner agrees to grant such easements forthwith upon demand at no expense to the Township and/or to the applicable authority.
17. All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense. The form and substance of all deeds, grants of easements and other document granting property interests to the Township shall be subject to the approval of the Township's Solicitor and shall be in registrable form.
18. The Owner covenants and agrees that in the event of relocation of any utilities, including but not limited to hydro, gas, cable and telephone, as a result of the Development of the Subject Lands, such relocation shall be completed at the Owner's expense. Further, the Owner covenants and agrees to pay any and all charges from such approvals and/or connections, including, without limitation, ongoing charges levied by the applicable authorities for the provision of same.

WORKS TO BE PROVIDED

19. The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved **SCHEDULES** hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:
 - (a) obtain all required approvals for the Works from the County Department of Public Works, County Building and the By-law Department and the Orangeville Fire Department. In the event that any of the foregoing regulatory authorities determines that the Development of the Facility does not require approvals within its jurisdiction, the Owner shall provide the Township with written confirmation from the relevant regulatory authority to that effect;
 - (b) construct, maintain and operate the Works in accordance with all regulatory approvals which may be required and all conditions thereof;

- (c) construct, maintain and operate the Works to the satisfaction of the Township, County, the Fire Chief of the Orangeville Fire Department and any other regulatory authority having jurisdiction;
 - (d) construct, maintain, and be solely responsible for the care, maintenance, and operation of the works on the Subject Lands. Such works shall be constructed, installed, maintained and operated in accordance with the approved **SCHEDULE “B”** hereto and any such drainage works shall be constructed, designed, maintained and operated to the satisfaction of the Township and the County;
 - (e) ensure that existing drainage patterns on adjacent properties shall not be altered and stormwater runoff shall not be directed to drain onto adjacent properties;
 - (f) construct and maintain site servicing as shown on the approved **SCHEDULE “B”**;
20. The facilities, works and other matters shown or described on the approved **SCHEDULE “B”** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Township. In case of default thereof, or in the case of default under any other provision of this Agreement, the Township may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Township. The cost of performing said work, or remedying any default, shall form a lien against the Subject Lands and may be collected in the same manner as unpaid municipal taxes. In addition to all other remedies, should such cost not be paid in a timely manner, the Township may draw on the Performance Guarantee.

PERFORMANCE GUARANTEE

21. The Owner shall prior to the execution of this Agreement by the Owner, lodge with the Township a Performance Guarantee, consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of \$3,000;
22. The Owner covenants and agrees that the letter(s) of credit 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 Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Township’s Treasurer.

USE OF PERFORMANCE GUARANTEE

23. The Owner agrees that the Township may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Township deems fit if the Owner:
- (a) in any way makes or permits default of the Owner’s obligations under this Agreement; or
 - (b) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.

24. The amount of the Performance Guarantee may be reduced from time to time at the sole discretion of the Township, as the Works proceed and subject to the Township being provided with such documentation as it may require.
25. The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

26. The Owner shall, at its own expense, within seven (7) clear days of receiving written notice from the Township to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

INDEMNIFICATION OF TOWNSHIP

27. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Works.

INSURANCE

28. The Owner shall obtain and maintain a policy or policies of insurance in accordance with **SCHEDULE "C"** hereto and to the satisfaction of the Township Treasurer with a collective policy limit of not less than \$1,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Facility, and the Works set out herein. The Owner shall from time to time, at the request of the Township, furnish proof to the Township that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Township, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Township within seven (7) clear days of written demand being given by the Township.
29. The Owner hereby covenants to obtain, prior to the issuance of the Building Permit, a letter from the Owner's insurance company(ies) addressed to the Township certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement. The Owner hereby acknowledges that the Township intend to rely on the said letter from the Owner's insurance company(ies).

INCOMPLETE OR FAULTY WORK

30. In addition to any other rights that the Township may have by statute or otherwise, representatives of the Township, including the Township Engineer, may, at any time and from time to time, inspect the works on the Subject Lands. If in the opinion of the Township, the Owner:
- (a) is not proceeding with or causing to be proceeded with the said work within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (b) is improperly performing, abandoned or neglected the said work;
 - (c) refuses, fails or neglects to replace or repair such work as may be rejected by the Township as defective or unsuitable; then the Township shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Township shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Township shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Township, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.
31. In addition, the Township, or its representatives, including the Township Engineer, upon inspection may require work on the Facility to cease immediately in the event of unsafe conditions or health risks being identified.
32. It is understood and agreed between the parties hereto that such entry upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Township or assumption by the Township of the Works by the Township.
33. The cost incurred by the Township in furtherance of the provisions of this section shall be calculated by the Township whose decisions shall be final and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Township) shall be paid by the Owner to the Township forthwith on demand, failing which the Township shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.
34. Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Township arising from or out of any breach of the provisions and terms of this Agreement.
35. This Section may be pleaded by the Township as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Township against the Owner and/or the Performance Guarantee as the case may be.

REQUIREMENTS FOR LETTERS OF COMPLETION

36. The Township shall issue the Letter of Completion once it has been provided with:

- (a) certification by the Owner's professional addressed to the Township certifying that the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved **SCHEDULES** hereto;
- (b) confirmation from Township staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, invoiced fees and municipal taxes; and,

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

- 37. The Owner agrees that the Council of the Township shall not be obligated to release to the Owner the Works Performance Guarantee until:
 - (a) a Letter of Completion has been issued;
 - (b) there has been full compliance with the requirements of the Construction Lien Act, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Township may, in the sole and absolute opinion of the Township's Solicitor, be liable arising from the Facility and/or the Works.

PAYMENT OF MUNICIPAL COSTS

- 38. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
- 39. The Owner shall reimburse the Township forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Township, or any of its agents, in connection with Facility of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the **SCHEDULES** attached hereto. In the event that the Township deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Township), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on site inspections of the work performed, the Township shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit to the Township be drawn against for such retention, subsequent to the Township advising the Owner of the requirement for such outside consultant(s).
- 40. The Township's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Township's demand for payment shall not include costs for employees of the Township except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Township which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.
- 41. In the event that the Owner does not reimburse the Township as aforesaid, the Township may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.
- 42. The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Township on all

sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.

REQUIRED COMPLETION DATE

43. The Owner covenants and agrees to complete the Works pursuant to the terms of this Agreement on or before the expiry of one (1) year from the date of the execution of the agreement.

GENERAL MATTERS

44. The Owner agrees with the Township that:
- (a) the failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - (b) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Township may have at law to enforce the provisions of this Agreement, including section 447.1 of the Municipal Act, 2001, as amended, should same be required;
 - (c) The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.
 - (d) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
 - (e) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
 - (f) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
 - (g) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
 - (h) 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.
 - (i) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors, successors in title, and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Township shall be entitled to enforce the provisions hereof against the

Owner and, subject to the provisions of the Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.

- (j) Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.
- (k) Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.
- (l) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Suzanne Turvill
22 Goodmark Place, Unit 24
Etobicoke, ON
M9W 6R2

to the Township:

Township of Amaranth
374028 6th Line
Amaranth, ON
L9W 0M6.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

Suzanne Turvill

I have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF AMARANTH**

Mayor

CAO/Clerk

Pursuant to the approval and authorization as set out in By-law No. _____ of the Township of Amaranth, enacted the _____ day of _____, 2021.

SCHEDULE “A”
Legal Description of Subject Lands

MUNICIPAL DESCRIPTION:	245295 5 th Sideroad, Amaranth
LEGAL DESCRIPTION:	West Part Lot 6, Concession 2, save and except Parts 1 & 2, Plan 7R-5373, Township of Amaranth, County of Dufferin.
PIN:	34046-0093

SCHEDULE “B”
Site Plan Drawings/Reports
SAT Metal Fabrication Inc.

1. Site Plan marked as received by Township Planning Department on February 1, 2021.
2. Septic Plan marked as received by Township Planning Department on February 1, 2021.

**SCHEDULE “C”
Form of Letter of Credit**

REQUIRED – to be on bank letterhead

Letter of Credit No. _____ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWNSHIP OF AMARANTH
374028 6th Line
Amaranth, ON
L9W 0M6

Fax: 519-941-1802

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of the Bank)

(Address)

for the account of (Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____

DOLLARS (\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the: (Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Township made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Township services and financial obligations set out in an Agreement between the customer and the Township and referred to as (Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Corporation of the Township of Amaranth.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 20__.

COUNTERSIGNED BY:

(Name of Bank)

Per:

SCHEDULE “D”
Regulations for Construction

Building Code of Ontario;

The applicable By-laws of the Corporation of the Township of Amaranth;

Building By-law of the Corporation of the County of Dufferin;

Ministry of Transportation Ontario (MTO) Permit requirements;

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards;

Ontario Ministry of the Environment Standards;

Any permits required from the Township of Amaranth or County of Dufferin for ingress and egress;

All other applicable law.

SCHEDULE “E”
Insurance Requirements

Prior to commencing any Development and/or construction of any Works, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Township Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Township, the engineering firm appointed as the Township Engineers as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$1,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Township. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Township, from time to time as the Township Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.



January 26, 2021

Via: Email

James Johnstone
Director of Planning
Township of Amaranth
374028 6th Line
Amaranth ON L9W 0M6

Dear James:

**Re: Waldemar Well Pumphouse
Proposed Scope of Work for Waldemar Well Pumphouse Upgrades Request for
Quotation
Project No.: 300050149.0000**

1.0 Introduction

R.J. Burnside & Associates Limited (Burnside) is pleased to provide the following detailed work plan for the preparation of a Request for Quotation (RFQ) associated with the replacement of twelve valves and associated process piping in the Waldemar Well Pumphouse in the Township of Amaranth (Township). The process piping and valves are severely corroded, and it is strongly recommended that these be replaced to ensure a reliable supply of potable water is being delivered to residents.

2.0 Proposed Work Plan

2.1 Preparation of RFQ

Burnside will proceed to the preparation of the RFQ upon receipt of the Township's approval. Burnside has completed a site visit with Operations to review the existing valves in the pumphouse as well as the associated process piping and identified twelve valves that will require replacement.

Burnside will prepare all detailed drawings and specifications associated with the required upgrades to be included in the RFQ. The associated drawings and specifications will include a floor plan and process diagram.

Following completion of the RFQ, including all necessary drawings and specifications, Burnside will issue the RFQ to multiple approved Contractors to obtain quotations.

2.2 Site Visit with Contractors

Burnside will attend a mandatory site visit with contractors during the quotation period.

2.3 Quotation Period Assistance

Burnside will provide assistance throughout the quotation process by answering questions from contractors and preparing any addenda as required.

2.4 Quotation Evaluation and Recommendation

Following the closing of the quotation period, Burnside will review and analyze the submitted quotations for completeness, verify contractor references, and provide a letter to the Township with an award recommendation.

2.5 Construction Period Services

Burnside will any provide support required throughout the construction period on an hourly basis. These fees have not been included in our proposed fees.

3.0 Proposed Fees

The cost estimate for undertaking this scope of work is summarized below in Table 1. The hourly costs for the construction period assistance are included in a separate sub-total in the following table.

Table 1: Proposed Fees

Task	Proposed Fee (including disbursements; not including HST)
Project Management	\$700
Prepare and Submit RFQ	\$8,300
Site Visit with Contractors	\$1,900
Quotation Period Assistance	\$2,100
Quotation Evaluation and Recommendation	\$1,800
Total Fees (not including HST)	\$14,800

We will invoice our professional fees and disbursements on a monthly basis up to this maximum lump sum upset limit noted above and will not exceed this amount without receiving written authorization due to a change in scope.

In addition, Burnside will provide assistance to the Contractor as necessary during the construction period and will bill on an hourly basis. Table 2 below summarizes the hourly rates for our proposed team members who may be required to provide assistance during construction of the upgrades.

Table 2: Hourly Rates for Construction Assistance

Team Member	Hourly Rate
Jeff Paznar, P.Eng., EP	\$210
Rhys Cavill, C.E.T.	\$172
Jonathan Randall	\$141
Clerical	\$90

The estimated capital cost for the replacement of twelve valves and associated process piping is estimated between \$80,000 to \$100,000.

4.0 Closing

Burnside trusts that this proposal for engineering services associated with the upgrades to the Waldemar Well Pumphouse meets the needs of the Township. As always, we look forward to working closely with the Township of Amaranth to successfully complete this project.

Please do not hesitate to contact the undersigned if you have any questions, concerns or require clarification on any aspect of our proposed work plan.

Yours truly,

R.J. Burnside & Associates Limited



Jeff Paznar, P.Eng., EP
Project Engineer
JP:bs

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



February 11, 2021

Via: Email

James Johnstone
Township of Amaranth
374028 6th Line
Amaranth ON L9W 0M6

Dear James:

**Re: Amarlinc Fill Operation
Project No.: 300042974.0004**

Further to the instructions you provided on January 20 we have reviewed the Amarlinc submission and are hereby providing our comments. Although it has been discussed previously we would like to confirm the parameters that surround this review because the guidelines that we are following are not well established. When we review subdivision or site plan applications we are guided by the development policies of the Official Plan and by the Planning Act process. When we review gravel pit applications we are also guided by the Official Plan, and also by the Aggregate Resources Act. The Amarlinc application has been submitted to get a yes or no answer from Council on whether or not the Township is interested in entertaining a commercial fill operation in this location. While the previous Council direction indicated that a Fill Management Plan would be received and considered, the actual application also contains a number of supporting documents. Some aspects of them may help Council in deciding whether or not it will accept the project while other details will come into play only if Council grants the approval and moves the application to the next step, which would be the negotiation of an agreement. We have generally focused our review on the most fundamental aspects of each report. Should the project advance to the next stage then it would be appropriate to review with a focus on the details.

Best Management Practices for the Control of Dust

The amended BMP for dust is technically and theoretically fine. It outlines measures that will be undertaken to protect an existing receptor and it contains provision for updates as the surroundings change. The Township will need to consider:

- 1) How the BMP is enforced and what will happen if it is not followed. The report uses language such as "*All dust generating work ... must conform to the requirements of this plan.*" Typically, the Township likes to be prepared for occasions when plans are not actually followed. In this case, it is not clear what "clout" this BMP is given. In an aggregate operation the BMP typically becomes a condition of license that is enforced by MNR. In Planning Act matters there are Site Plan and Subdivision Agreements that are used for

enforcement. The Amarlinec Fill Management Plan makes reference to an Agreement to be entered into with the Township and enforceability measures must be addressed therein. For the time being, the Township needs to be aware that it will ultimately be responsible for matters such as dust complaints.

2) It's easy to envision a dust problem when the Verdun estate homes are built adjacent to this site. As noted in our previous letter they will be located downwind. Our concern has been responded to by the applicant indicating that the plan will be modified as the new receptors (houses) are created. At this point we have flagged the issue and the applicants have provided their response. The Township will need to consider how it wants to proceed.

A complaints protocol has now been provided, but it appears to be limited to interaction between Avertex and the complainant. Again, in similar situations for operations that are licensed under the Aggregate Resources Act, the Ministry of Natural Resources fulfills a role of overseeing the interactions and helping to adjudicate complaints that cannot be resolved directly. Presumably, Township residents will expect the municipality to fulfill this role in the proposed plan and it should therefore be included in the protocol.

Fill Management Plan

We remain concerned about two aspects of the proposed final grading plan:

1. As noted in our previous letter the stated intention of restoring grades to 1937 levels could be problematic due to the sequence described as follows:
 - a) Prior to 1937 runoff from the undisturbed site ran onto adjacent properties.
 - b) Sometime after 1937 a pit was excavated on the subject site and runoff waters were intercepted and infiltrated into the pit for a period of 84 years.
 - c) The current program is to restore 1937 runoff conditions so that runoff will again flow onto the adjacent lands. We had expressed concern that downstream infrastructure may now be insufficient.

In part, the response to this issue is that perimeter grades are not going to change which misses the point of the question. The response also indicates that the Amarlinec lands will continue to receive runoff but in fact the plans show the runoff going the other way. Verdun is the recipient of this water and their plans have been prepared on the basis of the existing runoff conditions as well as the approved Rehabilitation Plan (which continues to anticipate the water infiltrating to the pit). Filling the pit as proposed diverts the infiltrating water into surface runoff that has not been accounted for in the Verdun design or elsewhere downstream.

2. The 1937 contours have not been provided, but the proposed grading plan does not appear to follow a natural slope of land. It is proposed to reinstate the land with a combination of very flat surfaces (0.5%) and three high terraces (up to 7 metres). It's not clear how these terraces meet the intent of making the property "usable for agricultural farming (sic)". Pasture land would be more appropriate if it were gently sloping. Runoff coming down these terraces has potential to cause erosion problems on downstream properties.

The reply to our question about the sequencing of the Public Meeting was helpful and we would like to confirm our understanding. Council potentially has two points of future decision. Firstly, they will decide in principle whether or not they would like the application to proceed. We understand that decision will be based upon the submitted material. If they decide to allow the application to proceed then Council will reach its second decision point at the time an Agreement is presented for approval. We understand the suggested timing of Public Meeting is after the initial Council decision, so that reports can be amended as needed to incorporate public input prior to finalizing the Agreement.

Environmental Impact Study

The report identified some threatened and endangered species on site, and also provided recommendations on how the development may proceed with appropriate mitigation. Our previous comments concerning the procedures related to Aggregate Resources Act have been addressed. We have no further comments at this time.

Environmental Noise Report

Our previous comments were addressed satisfactorily except for the following:

1. We are unable to accept the response to our suggestion that the area should be considered as Class 3 (lower background noise levels) as opposed to Class 2 (higher background noise levels). The justification that “the surrounding receptor locations have varying levels of exposure to existing commercial / industrial properties and roadways in the general vicinity of the subject site that are regarded as contributing to the ambient noise levels” is not sufficient without further proof.

An employment/industrial area of Orangeville, as referred in the response and shown in the southeast corner of Figure 1, is almost 2.5 km away from the nearest receptor and even further away from the rest of the receptors. We agree that NPC-300 describes Class 3 as a rural area with an acoustic environment that is dominated by natural sounds having little or no traffic, such as a small community, agricultural area, etc. Looking at the receptor locations, it seems that majority of the receptors are in the location as described by NPC-300 for this class area. Receptors R8 is the only one located on a relatively busy road and could be considered as Class 2 area. None of the remaining receptors seem to be located on a heavy commuter road nor in a close proximity to a noisy industrial/commercial operation.

Background sound levels should be provided in order to confirm the area as Class 2. This can either be done using sound level calculations based on the lowest traffic volumes or sound level measurements from road and/or industrial/commercial operations. Otherwise the site should comply with Class 3 area limits for all the receptors except R8.

2. We had requested technical commentary on the potential for complaints from future residents of the Verdun Estate Residential subdivision about the noise of the proposed agricultural after-use. The applicant’s response can be summarized as follows:

- a) The consultant's scope of work was limited to the filling operation and not to entire proposal that the Township is considering,
- b) Provincial guidelines for noise generation do not apply to stationary sources associated with agricultural operations during normal farm practices, and
- c) the Township noise by-law does not apply to agricultural applications.

From this response we suggest that the Township can make the following conclusions with respect to the question of whether or not it wants to entertain the fill proposal:

- In the absence of technical input it would be reasonable to conclude that the agricultural operation is less likely to generate noise complaints if the Rehabilitation Plan is followed when compared to the alternative of farming on top of the fill site.
- In the event that the Township receives a noise complaint its bylaw cannot be used to bring resolution (which is one of the reasons that we have raised this concern).

In summary we continue to have concerns about the municipality receiving noise complaints and how they will be responded to.

Hydrogeological Report and Groundwater Monitoring Program

Several of our previous comments have been addressed and others are details that can be addressed if the project advances to the Agreement stage. Unresolved issues that have a bearing on the current decision are as follow:

1. We had raised the matter of the Source Water Protection Policy disallowing a reduction in recharge. The answer in part suggested that a separate water balance report would be submitted but we have not seen that. The response also related the application of the policy being more appropriately compared to pre - 1937 infiltration in reply at this stage we again will focus on the immediate question at hand: does the Township want this fill operation to proceed or not? In the absence of water balance report and after review of the submitted documents we are not assured that the fill operation is not likely to cause a reduction in recharge.
2. We had asked for cross sections to be shown between the fill site and Orangeville's Pullen Well and Well 5. The sections were provided, but they did not alleviate our concern about potential impact to the Orangeville wells due to the nature of the soils. Again, this is not to say that the proposed site fill is not possible or that it should be declined. But if we are asked if there are natural protections between the proposed fill site and the Orangeville water supply our reply at this time would be that such protections have not been demonstrated to our satisfaction.

Traffic Report

Our previous letter requested consideration of the proposed truck traffic within the context of the traffic generated by the Westside employment lands. Such consideration was given, and it was reported that the physical upgrades required for Westside will accommodate (without revision) the proposed fill operation.

Our request for a geotechnical report to consider the impact of truck traffic on the second line was recognized, but we did not receive the responding report.

As reiterated from our previous letter, it is our understanding that Council's resolution of July 8, 2018 was intended to receive a complete application in order to make a decision on whether to proceed further or not. If Council decides to proceed then the next step would be to go through a resubmission and approval process for all of the reports, leading to the signing of an Agreement. With the Agreement signed and secured the Township would then be in a position to support the termination of the extraction licence and the associated rehabilitation obligation.

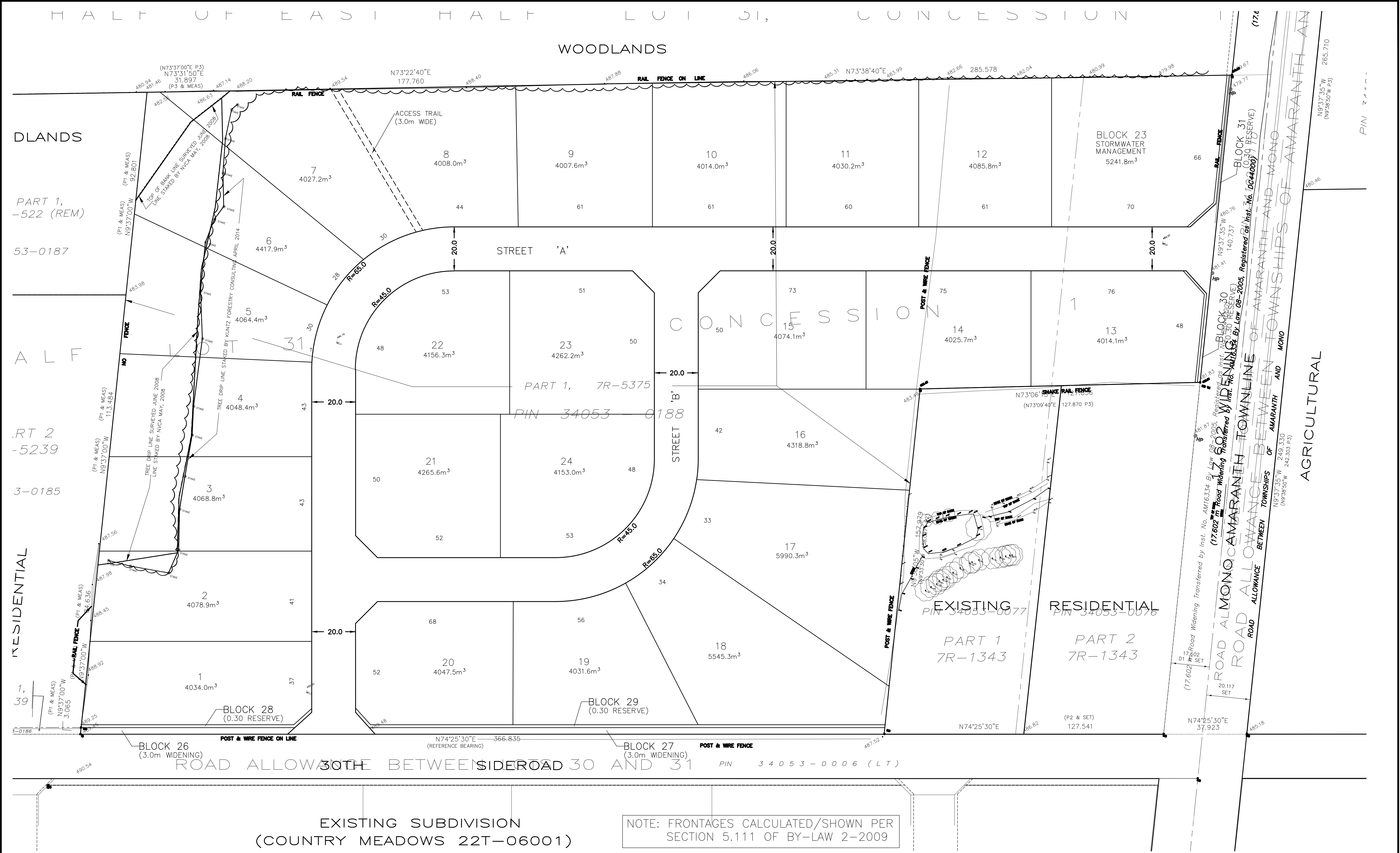
Yours truly,


R.J. Burnside & Associates Limited

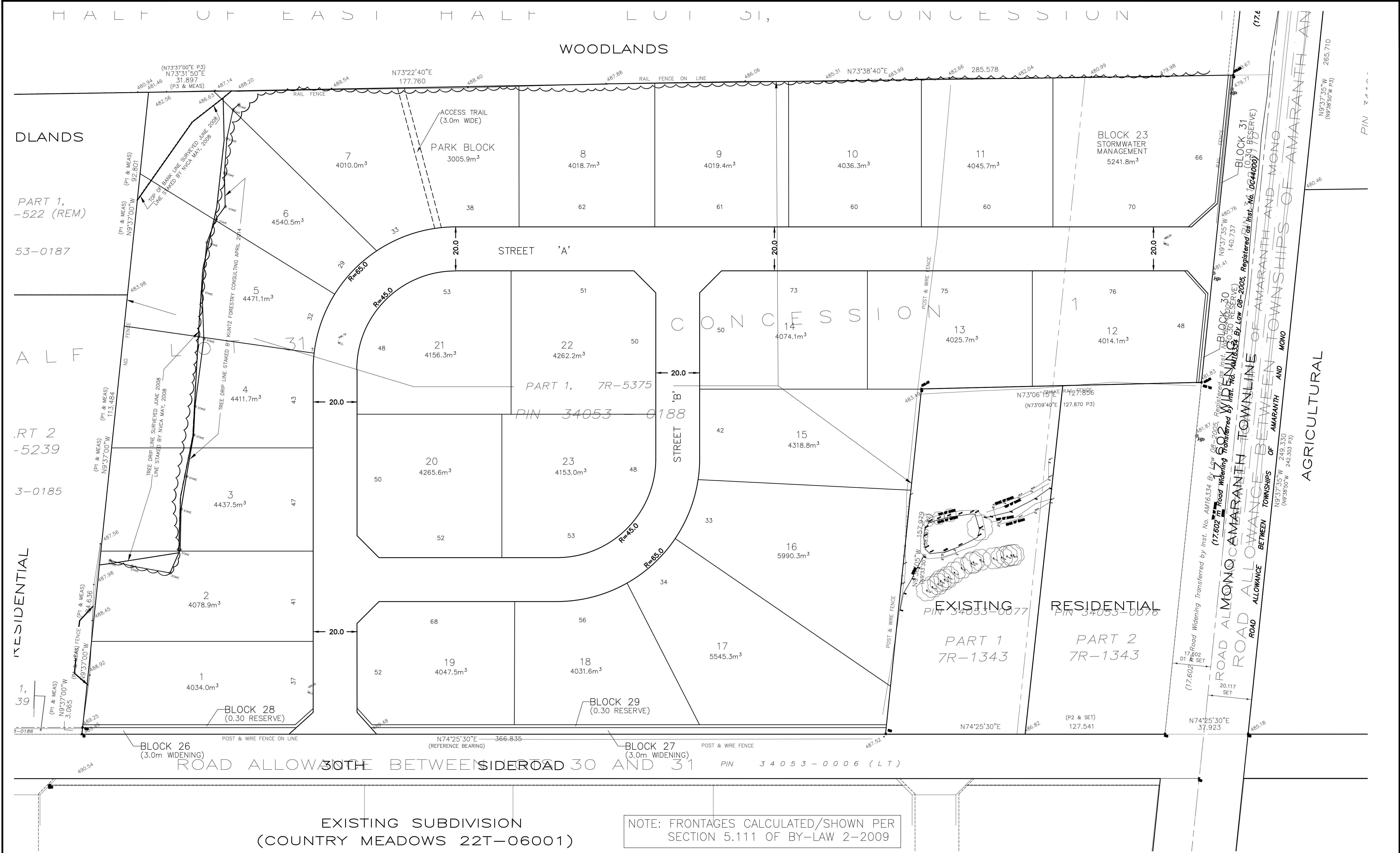
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Amarline Fill Operation Letter -DS
11/02/2021 3:47 PM

P:\Autodesk Vault\Working Folders\20150 - Highcastle Homes, 485427 30th Sd, Amaranth\Engineering\20150 - BASE SITE LAYOUT WITHOUT PRK BLK 1 (cpl3).dwg Layout:SP-1 Plotted Feb 10, 2021 @ 12:07pm by rampadot @ PEARSON ENGINEERING LTD.



				BENCHMARK																HIGHCASTLE HOMES 485427 30TH SIDEROAD, AMARANTH				 PEARSON ENGINEERING LTD. PEARSONENG.COM PH. 705.719.4785			
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	NO.	REVISION NOTE	DATE	BY						SITE PLAN (WITH PARK BLOCK)	<table><tr><td>DESIGNED BY</td><td>IR</td><td>HORIZ SCALE</td><td>1:750</td><td>PROJECT #</td><td>20150</td></tr><tr><td>DRAWN BY</td><td>IR</td><td>VERT SCALE</td><td>N/A</td><td>DRAWING #</td><td>SP-1</td></tr><tr><td>CHECKED BY</td><td>GMP</td><td>DATE</td><td>FEBRUARY 2021</td><td>REVISION #</td><td>0</td></tr></table>	DESIGNED BY	IR	HORIZ SCALE	1:750	PROJECT #	20150	DRAWN BY	IR	VERT SCALE	N/A	DRAWING #	SP-1	CHECKED BY	GMP	DATE	FEBRUARY 2021	REVISION #	0
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REPORT TO COUNCIL 2021-010

TO: Mayor Currie and Members of Council

FROM: Sam Boswell and Blair DesRoche, Foreman Public Works

DATE: February 13, 2021

SUBJECT: Gravel Tender 2021

Recommendation

That Council accept the report 2021-010 and provide any direction accordingly.

Background

The tender for 2020 Gravel Hauling included approximately 27,000 Metric Tonnes for loading and hauling of "A" gravel. Same was proposed to be used on the associated map titled Maintenance Gravel for Amaranth Township 2020.

This year, with restrictions and rising construction costs everywhere, staff has proposed alternatives which require less gravel being received from the tender process. The Township vehicles could be used more for hauling which would increase the cost of fuel and maintenance on the vehicles.

Council is asked to review the attached maps showing approximately 24,750 Metric Tonnes of gravel and 14,500 Tonnes of gravel. As tenders are required to be posted shortly, Council is asked to direct staff with their direction.

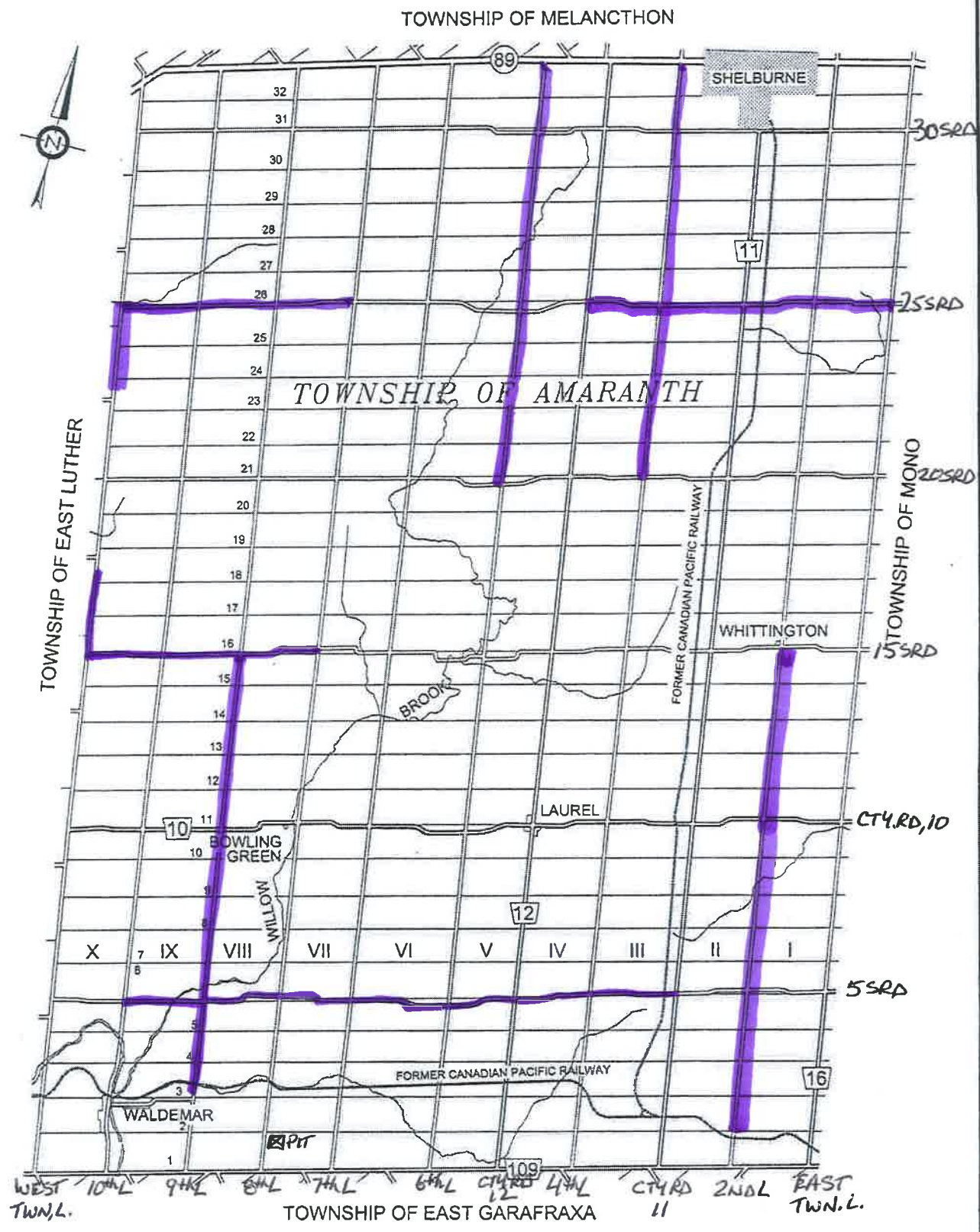
Summary

Council is reminded that is not going to become the norm for the township. These are unprecedented times and staff is trying to maintain the service level that residents are accustomed to and be respectful of the financial impacts at the same time.

Respectfully Submitted,

Sam Boswell and Blair DesRoche

TOWNSHIP OF AMARANTH



MAINTENANCE GRAVEL FOR AMARANTH TOWNSHIP 2020

LEGEND:

- KING'S HIGHWAYS
- COUNTY ROADS
- TOWNSHIP ROADS

SCALE:

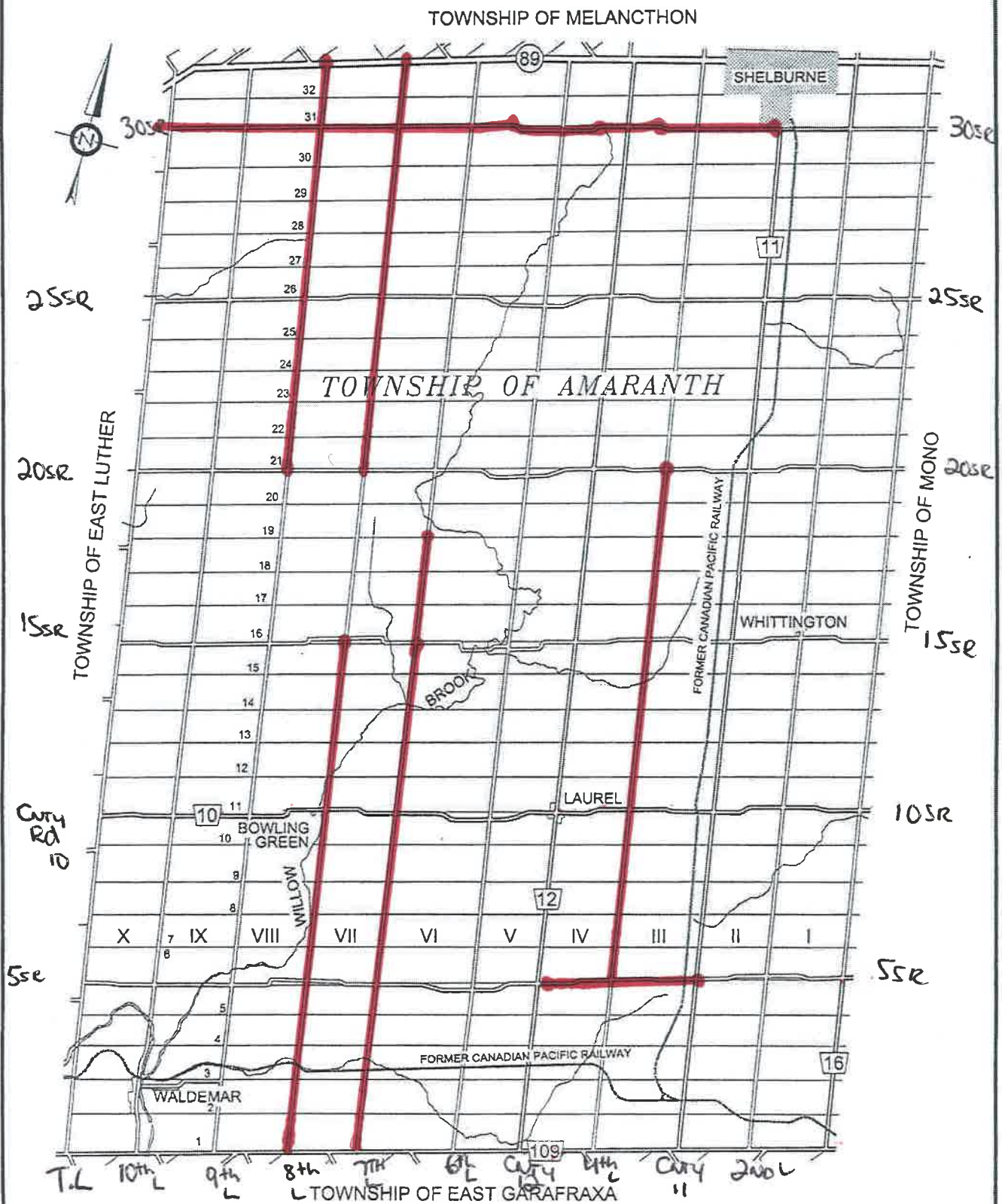


OCTOBER, 2000

GRAVEL 2021

92 LOTS

TOWNSHIP OF AMARANTH



LEGEND:

- KING'S HIGHWAYS
- COUNTY ROADS
- TOWNSHIP ROADS

SCALE:

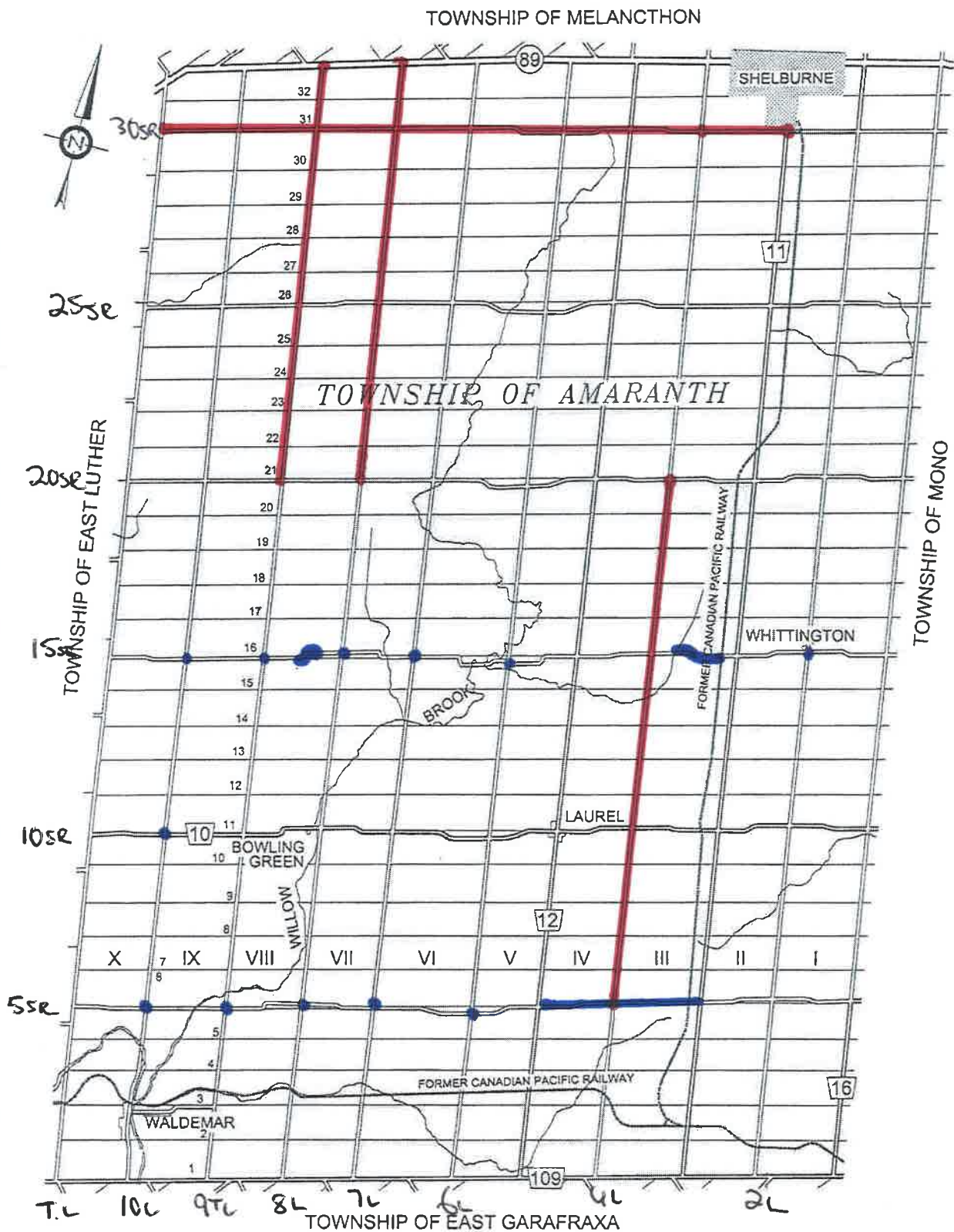


W.E. KELLEY AND ASSOCIATES LIMITED
CONSULTING ENGINEERS & PLANNERS

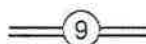
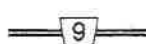

OCTOBER, 2000

GRAVEL 2021

TOWNSHIP OF AMARANTH




LEGEND:

-  KING'S HIGHWAYS
-  COUNTY ROADS
-  TOWNSHIP ROADS

SCALE:



 GRAVEL HOPPERS
(Paid Trucking)

 Township Trucks

OCTOBER, 2000



W.E. KELLEY AND ASSOCIATES LIMITED
CONSULTING ENGINEERS & PLANNERS



GRAND VALLEY

Grand Valley & District Community Centre

90 Main Street North
Grand Valley, ON L9W 5S7

ARENA: 519-928-2830

bcook@townofgrandvalley.ca

OFFICE: 519-928-5652

kmirska@townofgrandvalley.ca

www.grandvalleycommunitycentre.ca

February 9, 2021

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

Dear Mayor Currie and the members of Amaranth Council,

At the February 8, 2021 meeting of the Grand Valley and District Community Centre Board, the following motion was passed:

#2021-02-07

Moved By: R. Taylor

Seconded By: G. Little

BE IT RESOLVED THAT the Grand Valley and District Community Centre approve the 2021 Operating Budget in the amount of \$312,029.00 with the supporting municipalities' portion for operating deficits being \$231,564.00;

AND FURTHER THAT the secretary be authorized and instructed to forward said budget to the supporting municipalities.

Carried.

Our budget is enclosed for your review and consideration.

Thank you,
GRAND VALLEY & DISTRICT COMMUNITY CENTRE BOARD

Klaudia Mirska
Grand Valley Community Centre – Secretary/Treasurer

Encl.

CENTRE DUFFERIN RECREATION COMPLEX
BOARD OF MANAGEMENT

Minutes of the Regular meeting held December 1, 2020 via ZOOM

Attendance:	Steve Anderson	Shelburne
	Lindsay Wegener	Shelburne
	Geer Harvey	Shelburne
	Chris Gerrits	Amaranth
	Heather Foster	Amaranth
	Laura Ryan	Mono
	Darren White	Melancthon
	Kim Fraser	Facility Administration Manager
	Marty Lamers	Facility Maintenance Manager
	Emily Francis	Recreation Program Coordinator

Absent: Dan Sample

Meeting called to order by Chair, Chris Gerrits at 6:30pm.
A quorum was present.

Declaration of Pecuniary Interests:

Chairman, Chris Gerrits stated that if any member of the board had a disclosure of pecuniary interest that they could declare the nature thereof now or at any time during the meeting.

Agenda:

MOTION #1 – Moved by L. Ryan seconded by D. White. Be it resolved we approve the agenda dated December 1, 2020 as circulated and presented.
Carried

Discussion & Approval of Minutes of Previous Meetings October 29, 2020 and November 12, 2020:

MOTION #2 – Moved by L. Wegener seconded by D. White. That the minutes of the CDRC Board of Management board meetings held virtually on October 29, 2020 and November 12, 2020 be approved as presented and circulated.
Carried

Finance Committee Report:

After review of the accounts and YTD financial report, the following motion was presented.

MOTION #3 – Moved by D. White seconded by L. Wegener. That the bills and accounts as presented in the amount of \$ 43,689.43 be approved and paid.
Carried

Facility Administration Manager and Recreation Program Coordinator Reports:

See Schedule A

See Schedule B

MOTION #4 – Moved by L. Ryan seconded by G. Harvey. That we receive the reports from the Facility Administration Manager and the Recreation Program Coordinator
Carried

Facility Maintenance Manager's Report:

See Schedule C

MOTION #5 – Moved by D. White seconded by L. Ryan. That we receive the report from the Facility Maintenance Manager.
Carried

Old Business

2020-2021 Seasonal Ice Rates:

Further from the September 23, 2020 meeting, letters from SMHA, SCS and CDDHS requested the 2019-2020 ice rental rates be maintained for the 2020-2021 season and the scheduled increase not be implemented. Staff was asked to provide information on the financial impact of the request.

After discussion it was suggested that a letter be sent from the Board Chair acknowledging receipt of the requests and advising the Board is budget figures and is aware and mindful of their requests.

D. White leaves at 7:00pm

H. Foster leaves at 7:00pm

Town of Shelburne-MOU for server access and support:

Item 5. Responsibilities of CDRC: Discussion recommends the CDRC request the payment terms be changed to be within 30 days of receipts, rather than within 14 days of receipt due to the CDRC board meeting schedule may not allow for payment of invoices for server access to be made within 14 days of receipt. After discussion, the following motion was presented.

MOTION #6 – Moved by L. Wegener seconded by G. Harvey. That the CDRC Board of Management approves the MOU with the Town of Shelburne for the purpose of the Town of Shelburne providing access to their internal server to the CDRC.
Carried

Continuing ice rentals into 2021:

Previous discussions in September recommended that we revisit and review if the CDRC will keep the ice in and continue ice rentals into 2021. SMHA is interested in continuing with an eight (8) week program that will finish at the end of February. SCS is interested in continuing with a ten (10) week session that will finish mid-March. Additional group ice rentals will add to facility use. After discussion it was concluded that ice rentals will continue in 2021 unless there are any new lockdown requirements to consider.

New Business

Rental Protocols during COVID:

Staff is seeking clarification on what protocols to follow when receiving rental inquiries that are from “hot zone” areas. Bench marking was conducted to see what other municipalities are doing that included some arenas only servicing their local minor hockey and others renting to those that reside in an equivalent zone or better. Discussions agreed this is difficult to manage and a lot will depend on the honor system. Staff could be open to criticism. Staff will need to be confident and do their best to continue and keep the facility open and users safe as possible. In conclusion there will be no changes to protocols, recommend posting addition signage, use discretion and/or contact Board Chair for support.

In Camera Session:

At 7:30pm

E. Francis leaves the meeting at 7:58pm

MOTION #7 – Moved by L. Wegener seconded by L. Ryan. Be it resolved that the Board move into a closed session meeting pursuant to section 239 of the Municipal Act, 2001, as amended for the following reason:

Personal matters about an identifiable individual, including a municipal or local board employee. Carried

MOTION #8 – Moved by L. Wegener seconded by S. Anderson. That the CDRC Board of Management rise from closed session with a report at 8:23pm.

Carried

MOTION #9 – Moved by L. Ryan seconded by L. Wegener. That the CDRC Board of Management offer a second one-year contract to Emily Francis for the position of Recreation Program Coordinator. Carried

Confirmation by By-law

MOTION #10 – Moved by S. Anderson seconded by G. Harvey. Be it resolved that leave be given for the reading and enacting of by-law #08-2020 being a by-law to confirm certain proceedings of the CDRC Board of Management for its regular board meeting held December 1, 2020. Carried

Adjournment:

MOTION #11 - Moved by L. Ryan seconded by S. Anderson. That we now adjourn at 8:24pm to meet again at the call of the chair. Carried

Secretary - Treasurer

Chairperson

Dated

SCHEDULE 'A'

Facility Administration Managers Report – December 1, 2020

General:

- During 55+ shinny on November 27th a skater fell ill. Paramedics were called to take care of him.
- The returning officer for Elections Canada called on November 27th to confirm the CDRC facility is an option if an election is called.

Old Business:

- Staff met with Dufferin County IT on October 21st to review the project and the remaining items left to complete. One item to complete is an MOU for the purpose of the Town of Shelburne providing access to their internal server to the CDRC. The MOU was on the February 26, 2020 CDRC Board Meeting agenda, but the meeting was cancelled due to weather. Then COVID hit and we did not get back to it. This item is noted under Old Business.
- SCS would like the ice until March 12 for 10 week program (20 skates).

Kim Fraser
Facility Administration Manager

SCHEDULE 'B'

Submitted by: Emily Francis
To: CDRC Board of Management
Date: Tuesday December 1st, 2020
Subject: Recreation Update

CDRC Trick or Treat Drive Thru

When: Saturday October 31st, 2020

The first ever CDRC Trick or Treat Drive Thru was a huge success. The preparation for this event began on Monday October 5, 2020 as majority of the CDRC Board of Management concurred with this idea to move forward. A total of 200 children, 8 vendors, 22 volunteers attended this event and 4 additional businesses donated candy. Children were registered prior to the event for entrance to the drive thru at 1:00, 2:00 or 3:00pm. All attendees were required to bring their tickets with them and check in prior to entering.

Below are the businesses/groups who supported the CDRC Trick or Treat Drive Thru:

- Shelburne Fair Board/Fair Ambassador
- Sylvia Jones's Office and Sylvia herself
- Lennox Farms
- Ken Bennington RCR Realty
- Streams Hub
- Tim Hortons Shelburne
- The Littles (Haunt in Town)
- Dizzi Cati (Hula Hoop Performer)
- IDA Shelburne (Donated Candy)
- Tim and Heather's No Frills (Donated Candy)
- Rise Physio (Donated Candy)
- Marg McCarthy Realty/McCarthy Signs (Donated Candy)
- Shelburne Police Service (Donated pencils and stickers)

The goal I had set out for this event was to involve as many volunteers as possible to remove the jobs from my task load to ensure there were minimal costs occurred from running a free community event. I developed the idea, coordinated the event, delegated the tasks to volunteers and lead/oversaw the execution on event day.

Hours:

- 4 hours preparation including the tasks below between October 5th, 2020 – October 30th, 2020
- Event Day: 5 hours

Tasks that I completed prior to the event

- Mass email to local businesses and follow up emails to those who were interested in participating.
- Collection of Event Waivers and Insurance Certificates
- Discussions with WDP Public Health and local municipalities running similar events to ensure that protocols were developed properly.
- Social Media Posts (Event poster designed by Carol Maitland at the Town of Shelburne)

- Registration was done through a free registration platform Eventbrite. This registration platform was simple to set up. Once the event details are provided, the registration platform collects all the information needed and generates reports and attendee lists.
- Answering any phone or email inquiries regarding the event.
- Creation of event layout (map of parking lot).
- Lead and directed volunteers to complete tasks prior to the event and on event day.
- Following the event, thank you cards were sent out to all volunteers and businesses.

There was an abundance of help from volunteers to make this event a huge success. The week prior to the event, several volunteers donated their time to ensure we were all ready for Saturday. **Below is a list of tasks that were delegated to volunteers to complete:**

- All event signage (creation of signs)
- Candy organization (volunteers bagged at the candy the week before the event)
- Carved pumpkins
- Laminated all COVID signage that was posted
- Provided decorations and their own costume for the event.
- Assisted with set up and tear down on event day including decorating.

Event Day

COVID-19 protocols were followed by all volunteers and vendors. Each vendor chose a unique way to hand out the candy to the participants. For example, using a shovel, garbage picker, gloves and tongs, lifeguard equipment. All vendors/volunteers wore masks for the entire duration of the event from set up to tear down and gloves were worn by all who were distributing candy. COVID-19 signage was posted throughout the event area as a reminder for all.

The Shelburne Free Press, Country 105 and the Shelburne Police all made an appearance at the event to take photos and check in to see how things were going.

After going through the list of attendees who registered for the event, it was evident that many of the participants were not our regular pool or camp participants. This is great for the future recreation programs at the CDRC as this event acted as a hook to have people checking out our future programs. It brought people up to the facility and hopefully will have them paying attention to what the CDRC has to offer.

Recreation and events rely on volunteers to be successful and it was evident through the execution of this event. All volunteers showed enthusiasm throughout the planning process as well as on event day even though they were cold. Overall, a great day was had by all who were involved.

Community Comments

Below are some comments that were received from the community:

“It was amazing, thank you so much for planning this event” Tania

“Thank you to help keep the spirit in our community” Angela

“Thank you so much for what you set up. All protocols were being followed, the people were friendly, the drivers were safe. We have two happy kiddos right now” Stacey

“What a blast! Thank you, Centre Dufferin Recreation Complex, for putting on an amazing Drive Through Trick or Treat Event today. Beautifully decorated, well organized and the kids loved it”

January

Event Poster



Event Photos







Public Skating

Offered the following programs on Friday November 27th, 2020. Overall, all programs were a success and all participants followed COVID-19 guidelines while participating in the program and throughout the facility.

Activity	Date	# of participants
Figure Skating Ticket Ice	Friday November 27 th , 2020	12
Public Skating	Friday November 27 th , 2020	27
Public Skating	Friday November 27 th , 2020	9

General

- Men's 55+ Shinny began weekly Friday November 6th, 2020 from 10:00-10:50am. The CDRC is considering expanding this program to include an additional hour of ice for 65+ men.
- Meeting conducting with the Town of Shelburne and Crewson insurance to further discuss insurance requirements for future recreational programs.
- New advertising inquiry for both the wall signs and 2 bench signs.
- Began investigating how the Town of Shelburne website could be utilized for booking a space in a drop-in program.
 - Would not accept payment ahead of time.
 - Would allow participants to read all protocols and guidelines ahead of arriving at the facility.
- Began creating an updated CDRC Summer Day Camp manual as it is outdated. This manual will reflect changes due to COVID-19 and can be adapted as a manual for any recreational programs.
- Pickleball is still running Monday and Thursday's from 9:30-12:30pm.

SCHEDULE 'C'

Facility Maintenance Managers Report – December 1, 2020

SAFETY

No issues

GENERAL INFORMATION:

Prepping for OSJL and meeting.

Review government updates and changes regularly update protocols as needed.

Power outage Nov 15, 2020 3:30 to 8:30 1 phase still running in building reset some drives when hydro came back on.

ESA (Electrical Safety Inspection) Nov 11 2020

Olympia maintenance greased, fluids, new serpentine belt, and light replacement.

High school program running well.

New business

Marty Lamers
Facility Maintenance Manager
Centre Dufferin Recreation Complex

GRAND VALLEY & DISTRICT COMMUNITY CENTRE

2021 Operating & Capital Levy

MONTH	IAMOP		IEGOP		IELGV	
	AMARANTH	EAST GARAFRAXA	GRAND VALLEY			
January	\$ 4,741.30	\$ 2,661.03	\$ 10,593.87			
February	\$ 4,741.30	\$ 2,661.03	\$ 10,593.87			
March	\$ 4,741.30	\$ 2,661.03	\$ 10,593.87			
April	\$ 5,143.90	\$ 2,893.88	\$ 11,692.83			
May	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
June	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
July	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
August	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
September	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
October	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
November	\$ 5,143.90	\$ 2,893.88	\$ 11,692.82			
December	\$ 5,143.90	\$ 2,893.87	\$ 11,692.82			
<hr/>						
TOTAL	\$ 60,519.00	\$ 34,028.00	\$ 137,017.00	\$	231,564.00	

Kindly remit payments for the 1st of each month

Community Centre Budget 2021

REVENUE

Account No.	Account Name	2019 Actual	2020 Budget	2020 To Date	2021 Budget
Revenue					
2-3-7500-3010	Levy Pymt-Amaranth	\$55,134	\$ 56,237	\$51,496	\$ 60,519
2-3-7500-3020	Levy Pymt-East Garafraxa	\$31,000	\$ 31,620	\$28,959	\$ 34,028
2-3-7500-3030	Levy Pymt-Grand Valley	\$124,826	\$ 127,322	\$127,322	\$ 137,017
2-3-7500-3200	Prior Year's Surplus/Deficit		-\$ 1,059		(11,715.00)
2-3-7500-6010	Ice Rental	\$135,564	\$ 135,000	\$83,467	\$ 65,000
2-3-7500-6020	Summer Floor Rental	\$3,398	\$ 4,000	\$420	\$ -
2-3-7500-6030	Summer Camp Registrations	\$21,429	\$ 21,000		\$ -
2-3-7500-6040	Advertising Signs	\$6,425	\$ 6,000	\$6,400	\$ -
2-3-7500-9050	Public Skating	\$3,508	\$ 3,000	\$1,106	\$ 1,000
2-3-7500-6060	Pro Shop/Skate Sharpening	\$667	\$ -		\$ -
2-3-7500-6072	Pickle Ball/Walking Track	\$572	\$ 500	\$4	\$ -
2-3-7500-6210	Concession Booth	\$17,569	\$ 15,000	\$5,218	\$ 3,000
2-3-7500-6410	Hall & Room Rental	\$14,109	\$ 9,000	\$7,916	\$ 3,000
2-3-7500-6420	Ont Early Years Rental	\$19,584	\$ 19,980	\$19,980	\$ 20,180
2-3-7500-6610	Donations (not for rental)	\$2,200	\$ 1,000		\$ -
2-3-7500-7302	Wage Recovery (Grant/Subsidy)	\$15,260	\$ 5,000		\$ -
2-3-7500-7610	Revenue to Offset Expense				
	Total Revenue	\$451,245	\$433,600	\$332,288	\$312,029

EXPENSES

Account No.	Account Name	2019 Actual	2020 Budget	2020 to Date	2021 Budget
2-4-7500-1010	Wages & Benefits	\$196,521	\$215,000	\$176,815	\$115,585
2-4-7500-1020	Wages & Ben - Camp	\$31,783	\$32,000	\$956	\$0
2-4-7500-1040	Wages&Ben-Admin Personnel	\$7,351	\$7,800	\$7,523	\$8,200
2-4-7500-1050	Staff Expense/Recognition	\$671	\$750	\$858	\$1,000
2-4-7500-1300	Training & Workshops		\$500	\$369	\$4,000
2-4-7500-1320	Professional Fees/Memberships	\$1,240	\$250	\$114	\$1,000
2-4-7500-1420	Bank & Interest Chgs	\$615	\$750	\$726	\$750
2-4-7500-1430	Merchant Chgs-debit/mc/visa	\$1,131	\$1,150	\$938	\$1,000
2-4-7500-1440	Accounting/Audit Fees	\$2,137	\$2,200	\$2,150	\$2,200
1450	Loan Interest	\$0	\$1,429	\$1,429	\$1,040
2-4-7500-1460	Insurance	\$19,100	\$20,727	\$20,727	\$23,422
2-4-7500-1470	Advertising	\$380	\$380	\$122	\$500
2-4-7500-2010	Replenishable Supplies	\$5,303	\$3,500	\$3,701	\$4,000
2-4-7500-2015	Conc Booth Supplies	\$2,424	\$3,000	\$994	\$1,000
2-4-7500-2024	Heat	\$7,837	\$7,900	\$5,940	\$6,500
2-4-7500-2030	Hydro	\$61,062	\$62,000	\$46,678	\$62,000
2-4-7500-2040	Water/Sewer/Street Lights	\$5,790	\$5,800	\$4,234	\$5,000
2-4-7500-2050	Telecommunications	\$2,773	\$2,800	\$2,014	\$2,500
2-4-7500-2055	Streaming Services	\$121	\$121	\$110	\$0
2-4-7500-2120	Office & Computer Supplies	\$728	\$750	\$699	\$750
2-4-7500-2410	R&M - Community Ctre Bldg	\$14,852	\$11,000	\$11,911	\$12,000
2-4-7500-2420	R&M - Arena	\$11,174	\$11,000	\$11,108	\$12,000
2-4-7500-2430	R&M - Concession Booth	\$1,975	\$1,000	\$72	\$0
2-4-7500-2450	Snow Removal	\$12,224	\$11,300	\$8,449	\$11,300
2-4-7500-2460	R&M - Skate Park	\$109	\$0	\$0	\$0
2-4-7500-3025	Equip Chgs - Zamboni/Olympia	\$5,370	\$3,000	\$1,938	\$2,500
2-4-7500-3030	R&M - Compressor Room & Equip	\$10,913	\$8,000	\$3,675	\$10,000
2-4-7500-3055	Annual Inspections	\$4,355	\$4,400	\$2,649	\$4,400
	Structural Inspection				\$5,000
2-4-7500-4000	Summer Camp Expense	\$1,480	\$1,000	\$0	\$0
2-4-7500-4021	Pickle Ball Expense	\$0	\$100	\$0	\$0
2-4-7500-	Olympia Loan Payment		\$13,993	\$13,993	\$14,382
2-4-7500-7132	Miscellaneous Exp			\$1,328	
	Total Expenses	\$409,419	\$433,600	\$332,220	\$312,029

From: [Nicole Martin](#)
To: [Nicole Martin](#)
Subject: FW: 2021 Census
Date: Thursday, February 11, 2021 1:54:37 PM

From: censusoutreach.ontario-rayonnementdurec.ontario
Sent: Wednesday, February 3, 2021 10:40 AM
To: Information <info@amaranth.ca>
Subject: 2021 Census

Hi Holly,

It was nice talking to you. As you may already know that the 2021 Census will take place in May this year. I am writing to seek your support to increase awareness of the census among residents of your community.

For over a century, Canadians have relied on census data to tell them about how their country is changing and what matters to them. We all depend on key socioeconomic trends and census analysis to make important decisions that have a direct impact on our families, neighbourhoods and businesses. In response to the COVID-19 pandemic, Statistics Canada has adapted to ensure that the 2021 Census is conducted throughout the country in the best possible way, using a safe and secure approach.

Statistics Canada will be hiring approximately 32,000 people across the country to assist with census collection. We would like to work with you and your municipality to ensure that your residents are aware and informed of these job opportunities. Please visit www.census.gc.ca/jobs for more information.

Furthermore, your support in encouraging your residents to complete the census will have a direct impact on gathering the data needed to plan, develop and evaluate programs and services such as schools, daycare, family services, housing, emergency services, roads, public transportation and skills training for employment.

If you would like to express your municipality's support for the census, please share the municipal council resolution text below with your residents:

Be it resolved that:

The Council of the Corporation of (NAME OF CITY/TOWN/MUNICIPALITY) supports the 2021 Census, and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.

I'm also including [social media visuals](#), if that makes it easier for you to put on your FB page should you choose to go that route. If you do, please don't forget to hyperlink to this link:

<https://census.gc.ca/jobs>

Should you have any questions, please don't hesitate to contact me.

Thank you in advance for supporting the 2021 Census.

Sincerely,

Jane Wang

Communications Officer

Census Communications – Ontario Region

Statistics Canada / Government of Canada

statcan.censusoutreach.ontario@canada.ca / Tel: 647-446-7670



www.census.gc.ca

www.recensement.gc.ca

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Suivez-nous : [Facebook](#) | [Instagram](#) |

[LinkedIn](#) | [Reddit](#) | [Twitter](#) | [YouTube](#)



The Corporation of the
TOWNSHIP OF BALDWIN

P.O. Box 7095, 11 Spooner Street
MCKERROW, ONTARIO POP 1M0
TEL: (705) 869-0225 FAX: (705) 869-5049
CLERK: Karin Bates – karin@baldwin.ca

MOVED BY: JOANNE BOUCHER DATE: February 1, 2021

SECONDED BY: DAVID FURBEN MOTION NO.: 21- 013

WHEREAS the province wants to mandate training levels for Fire Fighters and now wishes to close the Ontario Fire College located in Gravenhurst, Ontario which has been used for many Government agencies such as Ministry of Transportation, Ontario Provincial Police, Fire Fighters, both full time and volunteer; and

WHEREAS only a small percentage of our department has any formal training and are responsible to train junior fire fighters with the minimal training we receive; and

WHEREAS as volunteers, we are on call 24/7/365 with day jobs and families that expect us to come home safely each and every time; and

WHEREAS the Fire College makes top tier training accessible to all Fire Departments in Ontario; and

WHEREAS municipalities are mandated to have fire departments, yet there is no provincial or federal funding for volunteer fire departments for much needed equipment and training; and

WHEREAS without a plan in place it is irresponsible to close down a vital training centre that serves Ontario and it would put Municipalities at risk which is shortsighted and not acceptable.

NOW THEREFORE BE IT RESOLVED THAT: The Corporation of the Township of Baldwin requests the Province of Ontario to reconsider closing this all-important facility for dollars over lives.

Carried ✓

Defeated _____

Mayor *[Signature]*

From: [Nicole Martin](#)
To: [Nicole Martin](#)
Subject: FW: Town of Orangeville Resolution - Greenhouse Gas Emissions
Date: Thursday, February 11, 2021 4:05:22 PM

Subject: Town of Orangeville Resolution - Greenhouse Gas Emissions

Good afternoon,

Please see below a resolution passed by the Town of Orangeville on February 8, 2021 regarding greenhouse gas emissions.

2021-069

Moved: Councillor Peters

Seconded: Councillor Andrews

Whereas the Town of Orangeville prides itself on being a municipal leader with respect to sustainability, including the endorsement of the Sustainable Neighbourhood Action Plan and a community greenhouse gas (GHG) inventory;

And whereas the Town will be establishing a long term carbon goal later this year;

And whereas municipalities account for 50% of global emissions thus necessitating further action by all sectors and other levels of government;

And whereas the Ontario government recently purchased 3 gas plants, a move that could lead to the increase of provincial greenhouse gas pollution by more than 400% by 2040;

And whereas a number of municipalities, as partners in government, have passed motions to ask Queen's Park to reverse this decision in keeping with the need to reduce, not increase, greenhouse gas emissions;

Therefore Be It Resolved That the Town of Orangeville write to the Minister of Municipal Affairs and Housing and the Minister of Environment, Conservation, Energy, and Parks to request that the Government of Ontario develop and implement a plan to phase-out all gas-fired electricity generation as soon as possible, with an emphasis on proven renewable energy technologies and energy storage, to ensure that Orangeville and other municipalities are enabled to achieve climate action goals (or "GHG emission reduction targets"); and

That the Town of Orangeville write the respective portfolio critics, all party leaders in the Legislature, and the Association of Municipalities of Ontario, requesting that the Government of Ontario develop and implement a plan to phase-out all gas-fired electricity generation, and direct the IESO to accelerate the use of renewable electricity supply, energy storage, and energy efficiency in all sectors, in order to reduce provincial greenhouse gas emissions as soon as possible and bolster our competitiveness in the global cleantech marketplace and overall emerging low-carbon economy.

Result: Carried

Regards,

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 | www.orangeville.ca

From: [ca.office \(MECP\)](#)
Subject: Proclamation of Provisions of the Conservation Authorities Act
Date: Friday, February 5, 2021 10:49:22 AM
Attachments: [FAQ - Conservation Authorities Act.pdf](#)

Good morning,

With the amendments to the *Conservation Authorities Act* (“CAA”) in Bill 229, the *Protect, Support and Recover from COVID-19 Act (Budget Measures)*, 2020, now passed by the Legislature, the government has made a series of substantive amendments to the CAA in 2017, 2019 and in 2020, resulting in a number of un-proclaimed provisions in the CAA.

On February 2, 2021, some specific provisions in the CAA were proclaimed to initiate changes to conservation authority governance, for consistency in administration, transparency and financial accountability, as well as increased municipal and provincial oversight of conservation authority operations. These provisions are not tied to any specific regulations, and relate only to provisions from the 2019 and 2020 CAA amendments. Specifically, these include:

- Government requirements (e.g. Non-derogation provision clarifying that nothing in the CAA is intended to affect constitutionally protected Aboriginal and treaty rights);
- Provisions related to conservation authority governance (e.g. changes to the conservation authority municipal membership);
- Minister’s powers (e.g., enabling the Minister to issue a binding directive to a conservation authority following an investigation); and
- Housekeeping amendments.

Please refer to the [CAA](#) on e-Laws for a complete list of the provisions that are now in force.

We are proposing that the remaining un-proclaimed provisions be proclaimed in two further stages over the coming months to align with the roll out of proposed regulations and policy. These include:

- i) Provisions related to natural hazard management, mandatory programs and services, community advisory boards, the agreements and transition period, and fees.
- ii) Provisions related to municipal levies, and standards and requirements for non-mandatory programs and services.

We have received a number of questions about the implications of certain provisions coming into force, and particularly those related to the composition of conservation authority membership. I can assure you that we are moving forward with a smooth transition to the new framework. Please refer to the attached FAQ for critical information on the implementation of these new measures.

My team in the Conservation Authority Office are available to answer any questions that you may have about the provisions that are now in effect as a result of the stage 1 proclamation. Please do not hesitate to contact us at ca.office@ontario.ca.

The Ministry of the Environment, Conservation and Parks will be in touch at a future date to notify you of the proclamation of the remaining provisions.

I look forward to continuing to work with you through our upcoming consultations on the new regulatory proposals under the CAA to ensure we put conservation authorities in the best position possible to be able to deliver on their core mandate.

Sincerely,

Keley Katona
Director, Conservation and Source Protection Branch
Ministry of the Environment, Conservation and Parks

Implications of Proclamation of Various Provisions: Frequently Asked Questions

1. Do participating municipalities have to appoint new members to conservation authorities now in order to meet the 70% requirement?

Immediate action is not required on the part of conservation authorities or by municipalities related to the provision requiring 70% of municipally appointed members be elected officials.

Current members should complete the remaining duration of their appointments. As new members are appointed, conservation authorities should be appointing members in a way that complies with this new requirement.

A participating municipality may also apply to the Minister of the Environment, Conservation and Parks requesting an exception to this 70% requirement. The request should include the rationale for the request, and what proportion of members the municipality is proposing to be elected officials. Requests should be sent to minister.mecp@ontario.ca.

2. Does a conservation authority need to immediately initiate the term limits of chair/vice-chairs and rotate amongst participating municipalities?

Immediate action is not necessarily required. Implementation of this provision could begin at the first meeting held this year (following the proclamation date of February 2, 2021), or at such other meeting as may be specified by the authority's by-laws.

A participating municipality or conservation authority may also apply to the Minister of the Environment, Conservation and Parks requesting an exception to the term limit or rotation. The request should include the alternative approach being proposed, and the rationale for the request. Requests should be sent to minister.mecp@ontario.ca.

3. When should conservation authorities transition to the use of generally accepted accounting principles?

If not already the practice, conservation authorities will transition to the use of generally accepted accounting principles for local government and ensure that key conservation authority documents are made available to the public (i.e., minutes of authority or executive committee meetings, auditor reports) following proclamation of these provisions on February 2, 2021.

Implications of Proclamation of Various Provisions: Frequently Asked Questions

4. When do copies of municipal member agreements need to be sent to the Minister and made public?

Please submit any existing agreements (on the number of total conservation authority members and number of members per participating municipality in a conservation authority) to the Minister within 60 days of February 2, 2021 (i.e., by April 3, 2021).

If no such agreement is in place as of February 2, 2021, but such an agreement is entered into at a future date, please provide it to the Minister within 60 days of executing the agreement. These agreements should also be made available to the public through the conservation authority's website or other appropriate means within these same timelines.

5. Which provisions of the Conservation Authorities Act (CAA) are you proclaiming in this first phase?

Provisions in the CAA that come into effect February 2, 2021, as part of this first phase include:

Housekeeping Amendments

- Clarifying “Minister” means the Minister of the of the Environment, Conservation and Parks (rather than the Minister of the Natural Resources and Forestry) (Bill 108, 2019).
- Administrative change by striking out “of the Environment” from “Minister of the Environment” (in the section on CA dissolutions – clause 13.1(6)(c)) (Bill 108, 2019).
- Remove a legislative date (now stale) for a past transition period for conservation authorities (CAs) to up-date administrative by-laws (Bill 229, 2020).

Government Requirements

- Non-derogation provision to recognize existing Aboriginal or treaty rights (Bill 229, 2020).
- Enable the Minister to delegate his or her powers to an employee of the Ministry of the Environment, Conservation and Parks (Bill 229, 2020).

Governance

- Changes to the CA municipal membership provisions including requiring 70 per cent of municipally appointed members to be elected officials with provision for the Minister to permit less than 70 per cent on application by a participating municipality (Bill 229, 2020).
- Requiring copies of municipal member agreements on number of total CA members agreed upon and numbers per participating municipality in a CA agreed upon, to be made public and provided to the Minister (Bill 229, 2020).

Implications of Proclamation of Various Provisions: Frequently Asked Questions

- Removal of the regulation making authority regarding the composition of the CA (Bill 229, 2020).
- Minister's power to appoint a member from the agricultural sector with limitations added to the member's voting rights (Bill 229, 2020).
- Limiting the term of the chair/vice-chair and rotating of the chair/vice-chair among a CA's participating municipalities with provision for the Minister to permit an exception to these requirements upon application of the CA or participating municipality. If an exception is granted, this would allow a chair/vice-chair to hold office for more than one year or two terms, or a member to succeed an outgoing chair, vice-chair, appointed from the same participating municipality (Bill 229, 2020).
- Minor amendments to the 'powers of authorities': integrating the CA power to "cause research to be done" with the CA power to "study and investigate the watershed" in order to support the programs and services the CA delivers; to require consent of the occupant or owner of the land before a CA staff can enter the land for the purpose of a CA project (such as land surveying); and to remove the power of a CA to expropriate land (Bill 229, 2020).
- Require CAs to follow generally accepted accounting principles for local governments, make key documents (annual audit, meeting agendas and minutes and member agreements) available to the public (Bill 229, 2020).
- **Minister's Power**
- Enable the Minister to issue a binding directive to a CA following an investigation (Bill 229, 2020).
- Enable the province, upon recommendation by the Minister, to appoint a temporary administrator to assume control of a CA's operations following an investigation or the issuance of a binding directive, if the directive is not followed. Immunity is provided for the administrator (Bill 229, 2020).



Dufferin Federation of Agriculture
P.O. Box 101 Orangeville, ON L9W 2Z5

February 5, 2021

Township of Melancthon, Amaranth, East Luther Grand Valley, East Garafraxa, Mono, Mulmur and County of Dufferin

Re: Maintenance of Municipal Drains and rural road side ditches

1. Municipal Drains and problems created by Nuisance Beavers

Maintenance of municipal drains in the county has been an ongoing concern for farmers. Drains that are not regularly maintained become restricted by accumulating sediments and vegetation growth (willows, poplar, cedars etc.) resulting in higher water levels in these drains. Field tile drainage systems that outlet into these drains are negatively impacted as the drain water levels rise due to these restrictions. The outlets of these tile drainage systems become submerged under the surface water in the drain compromising the effectiveness of the tile drainage system by decreased field drainage and if "free board" of the outlet isn't restored sediments will accumulate in the tile restricting flow capacity of the entire system. Subsurface tile drainage systems cost in the range of \$1,500.00 - \$2,000.00 per acre to install and are thus a major expense not taken lightly. Thus regular maintenance is imperative to maintain optimum functioning and longevity of these systems.

The damage caused by the dams built in the drains by nuisance beavers result quickly (in a matter of days in some instances) in complete failure of the drain. Water that is prevented from going through the drain follows the course of least resistance and the lowest lying ground to areas one would least expect, flooding large areas of fields and preventing seeding on a timely basis, causing water damage in season and harvest damage late in the season. Significant and serious economic loss are incurred to the farmers of these fields. A field may be checked in early in the spring with no evidence of beavers. A short time later when the field is going to be prepared for seeding, standing water is encountered in the field due to a newly constructed beaver dam. In situations like this the farmer needs immediate action to remove the dam so that fields can dry out again (1 to 2 weeks) so field preparation can resume. Often, this is when remediation problems begin. The farmer may notice the problem on the Friday afternoon of the Victoria day weekend. He/she can't contact municipal staff until 4 days later on the Tuesday morning. Then the bureaucracy can show the weak links in getting something done. A nuisance beaver form needs to be completed by the landowner that owns the property where the dam is constructed. The farmer may not know who the owner of that property is. This information is no longer readily available from the township office - one has to do a search by roll number which may result in a mail address for the owner, but no phone number for immediate contact. Thus it may take weeks before one can get the nuisance beaver form completed and by that time the season is lost. Even if one can get a quick completion of the nuisance beaver form, the next constraint might be that a beaver trapper is not available or the season for trapping is closed, or the program timeline end date has been surpassed.

2. Municipal Road ditches

Similar issues compromise the effectiveness of road ditches. The major difference is that road ditches are only intended to convey water collected from the road allowance area. This is often stated when maintenance is requested. But the drainage issue is not always that simple. Roads often interfere with



Dufferin Federation of Agriculture
P.O. Box 101 Orangeville, ON L9W 2Z5

natural surface flows of water by forming a significant barrier, a dam in effect. In most of these situations there is probably a culvert under the road, but it is no longer working properly. Another problem occurs when water flows down a road ditch and the grade decreases, and water flow stalls and seeps into the adjacent fields. Many road ditches do not work properly because of lack of maintenance. Years of snowplows running over the roads results in gravel being thrown into the ditch. Uncontrolled vegetation (willows, poplars, cedars, etc.) further restrict water. The result is farm land adjacent to the ditch is much wetter than the rest of the field which delays field preparation and causes yield loss.

3. Resolution to Identified Drainage Problems

We would like to determine how we can move forward with these problems. They have been raised with municipal staff and councillors over the years, but there has been little improvement. Lately the best response has resulted from contacting the drainage superintendent directly, but the first line of contact, if understood correctly, is municipal staff. It would be good to have all stakeholder's perspectives on these issues, explore solutions together and develop appropriate actions and timelines for identified repair and maintenance.

The Drainage Act states that the maintenance and repair of municipal drains is a municipal responsibility and the damage caused by beaver dams and other issues raising water levels must be addressed. This is municipal infrastructure and its proper functioning is as critical to farmers as use of municipal roads are to the people who use them. It is unthinkable that roads in the winter would not be plowed daily and sometimes several times a day when conditions warrant. The same attitude must be taken with municipal drains. Often the need to get landowner permission to clean a drain or remove a beaver dam is given as the reason for not proceeding with timely maintenance and repair. If that is the case, statues must be changed to allow timely remedial action. Non farming landowners may not even be aware that a watercourse on their property is a municipal drain, let alone the need for effective maintenance.

Please advise how we might work together to improve drainage and economic well being of the biggest industry in the county.

Sincerely,

Original Copy Signed

Leo Blydorp
Director, Dufferin Federation of Agriculture

February 8, 2021

Ministry of Municipal Affairs and Housing

17th Floor, 777 Bay Street
Toronto, ON
M7A 2J3

Attention: The Hon. Steve Clark

Re: Advocacy for Reform – MFIPPA Legislation

At the Township of Guelph/Eramosa's Regular Meeting of Council held on Monday February 1, 2021, the following resolution was put forward and passed:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Department Report 21/03 regarding Advocacy for Reform – MFIPPA Legislation; and

That that the following motions be passed in support of a request to review and reform of the Municipal Freedom of Information and Protection of Privacy Act:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Township of Guelph/Eramosa, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in

requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;

6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

Please accept this for your information and any necessary action.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jenni Spies', with a stylized, cursive script.

Jenni Spies
Deputy Clerk

Cc. Ted Arnott, MPP Wellington-Halton Hills
Michael Chong, MP Wellington-Halton Hills
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks



February 10, 2021

*Township of Amaranth
374028 Sixth Line
Amaranth, ON
L9W0M6*

Re: Donation Request

Dear Mayor Currie and Councilors,

The Upper Grand Trailway Association is a not-for-profit group of dedicated volunteers that are dependant solely on their own fundraising efforts.

On an on-going basis the Trailway Board of Directors are presented with the challenge of raising the necessary funds to pay for annual insurance and maintenance costs. Insurance costs consume substantial amounts of our annual operating funds.

It is our belief that the Trailway provides an excellent recreational resource for Amaranth, especially Waldemar and Grand Valley East Luther residents while contributing to the promotion of Dufferin County as a tourism destination not to mention the overall health benefits.

We therefore request the annual donation of \$500.00 that the Township of Amaranth has previously generously donated.

We, thank you in advance for your consideration.

Happy Trails

*Kim Davison
UGTA – Chairperson
519-939-1078*

193129 Amaranth East Luther TL Amaranth ON L9W 0E2



From: [Nicole Martin](#)
To: [Nicole Martin](#)
Subject: FW: VMedia UBF Proposal
Date: Friday, February 12, 2021 2:27:45 PM

Hi Nicole,

Can we have an item on the agenda next week called "VMedia UBF Proposal Letter of Support"? I will reach out to them and cc you to see if they want to make a formal request of council.

Chris Gerrits
Councillor - County of Dufferin

Begin forwarded message:

Date: February 8, 2021 at 7:08:19 AM EST
To: Chris Gerrits <cgerrits@dufferincounty.ca>
Subject: VMedia UBF Proposal

Morning Chris

I received a call late Friday from George Burger of VMedia – an internet company of Concord, ON.

They're interested in applying to the UBF to expand internet services in Amaranth and Mono. George mentioned he had reached out to the Amaranth office prior, but there wasn't much interest "as the County was working on internet initiatives".

Anyway – I spoke to George about Amaranth and showed him the SWIFT map – I also spoke about the challenges in Waldemar and that I've received many a phone call from Amaranth residents over the past couple of months with frustration of lack of internet.

I'll give you George's contact information – he's wondering if Amaranth might provide a letter of support for their submission – I've asked Sonya the same – she said we require the following information before she will issue one:

- a better indication of where the project is
- the proposed number of premises to be connected/passed
- and whether or not the project is for fibre or wireless

I have sent this information to George as well, so he knows the requirements from our perspective for a potential letter of support.

February 9, 2021

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

**Re: Universal Paid Sick Days in Ontario
Our File 35.31.99**

Dear Premier Ford:

At its meeting held on February 1, 2021, St. Catharines City Council approved the following motion:

“WHEREAS workers in Ontario without paid sick leave often feel forced to work when unwell so they can feed and support their families and are at risk of losing a paycheque or even their jobs if they stay home; and

WHEREAS the Canada Recovery Sickness Benefit is temporary, not accessible to all and not usable for the crucial first few days of an illness; and

WHEREAS had legislated paid sick leave been in place before the global pandemic, lives would have been saved because infection rates would have been reduced; and

WHEREAS the lack of paid sick days has especially hurt Black, Indigenous, workers of colour, women and migrant workers who are over-represented in low-paying frontline jobs with few benefits and a reduced ability to work from home; and

WHEREAS the Ontario Medical Association, 11 GTHA Mayors and Chairs representing Ontario's largest municipalities, the editorial board of the Toronto Star, the Toronto Board of Health, the Decent Work and Health Network, the Ontario Nurses Association, and several other professional associations representing thousands of healthcare workers have all called on the provincial government to legislate paid sick days;

THEREFORE BE IT RESOLVED that the City of St. Catharines endorses legislated sick leave and calls on the government of Ontario to permanently legislate universal paid sick days for all workers in Ontario during the pandemic and beyond, regardless of workplace size, type of work or immigration status; and

BE IT FURTHER RESOLVED that this motion be forwarded to the Premier of Ontario, Minister of Labour, all Regional MPPs, Niagara Region, and all Ontario Municipalities.”

If you have any questions, please contact the Office of the City Clerk at extension 1506.



Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:ra

Cc Minister of Labour, Hon. Monte McNaughton, Minister.MLTSD@ontario.ca
Jennifer Stevens, MPP - St. Catharines, JStevens-CO@ndp.on.ca
Jeff Burch, MPP - Niagara Centre, JBurch-QP@ndp.on.ca
Wayne Gates, MPP - Niagara Falls, wgates-co@ndp.on.ca
Sam Oosterhoff, MPP - Niagara West-Glanbrook, sam.oosterhoff@pc.ola.org
Niagara Region
Ontario Municipalities

Dear Municipal Leaders:

We are writing to you regarding the Provinces' announcement on January 13th, 2021, of the impending closure of the Gravenhurst campus of the Ontario Fire College.

It is our understanding that two of the three associations who were quoted in the Governments press release as being in support of the closure were not consulted before the announcement other than to be asked if they were in support of the "modernization and regionalization" of training for the fire service in Ontario. The Government did NOT inform these associations that this meant closing down the Gravenhurst campus of the Fire College!

The Provincial Government has publicly stated that this modernization and regionalization will be more cost-effective and accessible to municipalities. This is simply not true. The Government has not shared a plan to show how their proposed modernization and regionalization of the fire service training will be more cost-effective and accessible to all municipalities in Ontario.

The Province's regionalization model currently has Memorandums of Understanding (MOU's) with a mixed bag of twenty "Regional Training Centers" (RTC's) located in various areas around the Province. The municipalities' cost to send one firefighter to an RTC range between \$300 - \$1200 for the course alone. This cost does not include accommodations or meals.

The Gravenhurst campus of the Ontario Fire College has modern facilities with modern equipment where subject matter experts provide training in all fire service disciplines. Students intermingle with each other on campus, and most have made lifelong friends while staying at the College. This social interaction will not exist at any RTC. The cost is \$65.00 for a municipality to send one firefighter to the College. That cost includes accommodations and three meals a day. This cost has not changed in well over a decade.

The fact of the matter is that each municipality's cost to train their fire service personnel to a recognized standard, which could soon become mandatory if the Government revives O. Reg 379/18, could dramatically increase by closing the Gravenhurst campus.

The Fire Protection and Prevention Act 1997, as amended, requires the Fire Marshal to "develop training programs and evaluation systems for persons involved in the provision of fire protection services." It also stipulates the fire marshal must "provide programs to improve practices relating to fire protection services" and "maintain and operate a central fire college."

As municipal leaders, would you prefer an affordable, cost effective training model that keeps students in one location with up to date, technically accurate training facilities led by subject matter expert? Or a more expensive training model in facilities that cannot match what the Gravenhurst campus can offer?

If you prefer the former, please stand with us against this ill advised closure. Let's keep your firefighters and your community safe by keeping the ONLY provincial fire training facility in Ontario open!

DRAFT MOTION:

WHEREAS the Ontario Fire College Campus has been in operation in Gravenhurst since 1958; and

WHEREAS the Ontario Fire College Campus is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College Campus has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College Campus has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS the Regional Training Centers are not all created equal and similar in function to the Ontario Fire College Campus; and

WHEREAS the Ontario Fire College Campus gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College Campus is the most cost-effective method for municipalities to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future; and

THEREFORE, BE IT RESOLVED THAT the **TOWNSHIP/MUNICIPALITY** requests that the Province of Ontario reverse their decision to close the Ontario Fire College Campus in Gravenhurst as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario.

Accounts Payable

GENERAL BILLS & ACCOUNTS APPROVED FEBRUARY 17, 2021

Vendor 000000 Through 999999

Invoice Entry Date 01/08/2021 to 02/10/2021 Paid Invoices Cheque Date 01/08/2021 to 02/10/2021

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Chq Nb Item Amount
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Department Summary

01-1000	REVENUE FUND	63,181.38
01-1091	GENERAL GOVERNMENT	1,298.18
01-1092	ADMINISTRATION	26,532.41
01-1093	RECREATION COMPLEX	2,394.20
01-1094	GRAVEL PIT OPERATIONS	6,589.21
01-1101	FIRE	65,385.50
01-1102	CONSERVATION AUTHORITY	1,479.82
01-1103	PROTECTIVE INSPECTION	281.94
01-1108	POLICE	41,497.00
01-1401	RECREATION AND CULTURE	17,063.95
01-1420	LIBRARY	4,930.55
01-1501	PLANNING AND ZONING	38,353.73
01-5000	MUNICIPAL DRAINS	534.98
02-8000	WALDEMAR WATER SYSTEM	18,427.47

Report Total 287,950.32

2020 Payables \$77,584.41

2021 Payables \$210,365.91

TOTAL GENERAL BILLS & ACCOUNTS APPROVED FEBRUARY 17, 2021**\$287,950.32**

Accounts Payable

ROAD BILLS & ACCOUNTS APPROVED FEBRUARY 17, 2021

Vendor 000000 Through 999999

Invoice Entry Date 01/08/2021 to 02/10/2021 Paid Invoices Cheque Date 01/08/2021 to 02/10/2021

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Chq Nb Item Amount
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Department Summary

01-1252 ROADWAYS - EXPENSES

101,355.80

Report Total

101,355.80

2020 Payables \$6,224.17

2021 Payables \$95,111.63

TOTAL ROAD BILLS & ACCOUNTS APPROVED FEBRUARY 17, 2021**\$101,335.80**



REPORT TO COUNCIL 2021-009

TO: Mayor Currie and Members of Council

FROM: Nicole Martin, CAO/Clerk

DATE: February 17, 2021

SUBJECT: Sale of Alcohol at Agency Convenience Stores on Statutory Holidays

Recommendation

That Council receive Report to Council 2021-009 regarding the sale of alcohol at agency convenience stores on statutory holidays.

Further that Council approve the following agency convenience store to sell alcohol on statutory holidays listed herein:

Amaranth Esso located at 204357 County Road 109

Further that Council approve the following statutory holidays in which the above noted agency store may sell alcohol:

New Year's Day (January 1)
Family Day (third Monday of February)
Good Friday (the Friday before Easter)
Easter Sunday
Victoria Day (the last Monday before or on May 24)
Canada Day (July 1)
Labour Day (the first Monday in September)
Thanksgiving Day (the second Monday in October)
Christmas Day (December 25)

Background

The Retail Business Holidays Act was passed to prohibit businesses from opening on statutory holidays. The legislation states:

- 2(1) No person carrying on a retail business in a retail business establishment shall,
- (a) Sell or offer for sale any goods or services therein by retail; or

- (b) Admit members of the public thereto
On a statutory holiday.

Section 3 of the legislation grants exemptions for businesses offering the following goods:

- (a) Shops under 2,400 square feet with three or fewer employees where the only goods available for sale on the holiday are in one or more of the following categories:
 - a. Foodstuffs,
 - b. Tobacco or articles required for the use of tobacco,
 - c. Antiques, or
 - d. Handicrafts
 - e. Books
- (b) Nurseries
- (c) Flower shops
- (d) Gardening centres
- (e) Gas stations
- (f) Tourist areas, as specified in municipal by-laws

Convenience stores fall into the exemption category as selling foodstuffs and tobacco and the gas station exemption in this case.

The prohibition in Section 2 of the Act does not apply to the sale of liquor and from that legislation one would assume that no further permissions are required. However, while the Alcohol and Gaming Commission is the governing body that issues the liquor license, the agency convenience stores themselves are under the jurisdiction of the Liquor Control Board of Ontario.

The Amaranth Esso was contacted via email by the LCBO on February 10, 2021 indicating that the LCBO Agency and Convenience Outlet Operators are required to contact their local municipal authority to get approval to sell beverage alcohol or remain closed for this holiday. (Family Day)

In discussions with the Ministry of Municipal Affairs and Housing, Alcohol and Gaming and Liquor Control Board of Ontario to determine what the municipal approval might entail, I have been advised that Council could simply pass a resolution to grant permission for the sale of alcohol in an agency convenience store on a statutory holiday. Unlike granting an exemption under the Retail Business Holidays Act, where notice of public meeting is required, and the passing of a by-law, no public meeting or notice is required to be given to permit this agency convenience store to sell on the days listed herein.

These sales are important to the sustainability of a small rural convenience store.

Summary

Council is asked to pass the resolution accordingly.

Respectfully Submitted,

Nicole Martin, Dipl. M.A.

Time-Task-Fee Matrix

2021 Asset Management Plan - Township of Amaranth -

		Role	Project Director - Asset Management	Project Manager - Asset Data Analyst	Senior Transportation Engineer	Senior Water Engineer	Senior Bridge Engineer	Technical Support	Clerical	Total Staff Hours	Total Staff Fees	Senior Financial Consultant - Financial Strategy	Total Sub-Consultant Hours	Total Sub-Consultant Fees	Total Hours	Grand Total	
		Name	Arunas Kalinauskas	Matthew Dickle	Henry Centen	Jeff Paznar	Christopher Knechtel					Dan Wilson					
Designation		B.Sc.	B.A.	P.Eng.	P.Eng., EP	P.Eng.	N/A					N/A					B.B.A., C.P.A.
Years of Experience:		34	21	45	14	11	N/A					N/A					20
Hourly Rate (\$/hr):		\$220.00	\$145.00	\$185.00	\$210.00	\$185.00	\$90.00	\$90.00			\$162.00						
1.0	Updating the State of Township Assets																
1.1	Project Kickoff Meeting with Township		2.0							2.0	\$ 440.00		0.0	\$0.00	2.0	\$ 440.00	
1.2	Review of all Water, Wastewater, Storm Water, Bridge, & Road Improvments		3.0		0.5	0.5	0.5			4.5	\$ 950.00		0.0	\$0.00	4.5	\$ 950.00	
1.3	Extracting all data from Asset Management Solution system			5.0						5.0	\$ 725.00	2.0	2.0	\$324.00	7.0	\$ 1,049.00	
1.4	Load Asset Management Plan Spreadsheets		2.0	1.0				4.0		7.0	\$ 945.00		0.0	\$0.00	7.0	\$ 945.00	
1.5	Assessing Condition or Extracting Condition Info		2.0		0.5	0.5	0.5			3.5	\$ 730.00		0.0	\$0.00	3.5	\$ 730.00	
1.6	Preparing graphs and tables on Local Infrastructure		2.0					6.0		8.0	\$ 980.00		0.0	\$0.00	8.0	\$ 980.00	
1.7	Meeting with Town to Outline State of Local Infrastructure		2.5							2.5	\$ 550.00		0.0	\$0.00	2.5	\$ 550.00	
Updating the State of Township Assets Subtotal Hours			13.5	6.0	1.0	1.0	1.0	10.0	0.0	32.5		2.0	2.0		34.5		
Updating the State of Township Assets Subtotal Costs			\$ 2,970.00	\$ 870.00	\$ 185.00	\$210.00	\$185.00	\$ 900.00	\$ -		\$ 5,320.00	\$ 324.00		\$ 324.00		\$ 5,644.00	
2.0	Updating Expected Levels of Service and Risk																
2.1	Meeting with Township Staff to identify current levels of service, and Risk		4.0							4.0	\$ 880.00		0.0	\$0.00	4.0	\$ 880.00	
2.2	Developing Expected Levels of Service and Maintenance Costs		2.0			0.5				2.5	\$ 545.00		0.0	\$0.00	2.5	\$ 545.00	
2.3	Preparing Tables outlining Expected Levels of Service		3.0					4.0		7.0	\$ 1,020.00		0.0	\$0.00	7.0	\$ 1,020.00	
2.4	Updating Risk influence in modeling		2.0					4.0		6.0	\$ 800.00		0.0	\$0.00	6.0	\$ 800.00	
Updating Expected Levels of Service and Risk Subtotal Hours			11.0	0.0	0.0	0.5	0.0	8.0	0.0	19.5		0.0	0.0		19.5		
Updating Expected Levels of Service and Risk Subtotal Costs			\$ 2,420.00	\$ -	\$ -	\$105.00	\$ -	\$ 720.00	\$ -		\$ 3,245.00	\$ -		\$ -		\$ 3,245.00	
3.0	Asset Management Strategy																
3.1	Develop Asset Management Strategy		4.0		0.5	1.0	0.5			6.0	\$ 1,275.00		0.0	\$0.00	6.0	\$ 1,275.00	
3.2	Review Asset Management Strategy with Township Committee		3.0							3.0	\$ 660.00		0.0	\$0.00	3.0	\$ 660.00	
3.3	Updating the Asset Strategy into Asset Management Solution		1.0					3.0		4.0	\$ 490.00		0.0	\$0.00	4.0	\$ 490.00	
Asset Management Strategy Subtotal Hours			8.0	0.0	0.5	1.0	0.5	3.0	0.0	13.0		0.0	0.0		13.0		
Asset Management Strategy Subtotal Costs			\$ 1,760.00	\$ -	\$ 92.50	\$210.00	\$ 92.50	\$ 270.00	\$ -		\$ 2,425.00	\$ -		\$ -		\$ 2,425.00	
4.0	Asset Management Financial Strategy																
4.1	Update Township Financial Data into Financial spreadsheets		0.5							0.5	\$ 110.00	3.0	3.0	\$486.00	3.5	\$ 596.00	
4.2	Calculate Asset Management Financial Gap		0.5							0.5	\$ 110.00	3.0	3.0	\$486.00	3.5	\$ 596.00	
4.3	Develop 2 Potential Asset Management Financial Strategies		0.5							0.5	\$ 110.00	4.0	4.0	\$648.00	4.5	\$ 758.00	
4.4	Meet with Town to discuss Financial Strategies		1.0							1.0	\$ 220.00	1.0	1.0	\$162.00	2.0	\$ 382.00	
Asset Management Financial Strategy Subtotal Hours			2.5	0.0	0.0	0.0	0.0	0.0	0.0	2.5		11.0	11.0		13.5		
Asset Management Financial Strategy Subtotal Costs			\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 550.00	\$ 1,782.00		\$ 1,782.00		\$ 2,332.00	
5.0	Asset Management Plan Report																
5.1	Write Draft Report		8.0		0.5	0.5	0.5		4.0	13.5	\$ 2,410.00	3.0	3.0	\$486.00	16.5	\$ 2,896.00	
5.2	Meet with Township to discuss Draft Asset Management Plan Report		3.0							3.0	\$ 660.00	1.0	1.0	\$162.00	4.0	\$ 822.00	
5.3	Final Asset Management Plan Report		2.0						1.0	3.0	\$ 530.00	1.0	1.0	\$162.00	4.0	\$ 692.00	
5.4	Presentation to Council		2.0							2.0	\$ 440.00		0.0	\$0.00	2.0	\$ 440.00	
Asset Management Plan Report Subtotal Hours			15.0	0.0	0.5	0.5	0.5	0.0	5.0	21.5		5.0	5.0		26.5		
Asset Management Plan Report Subtotal Costs			\$ 3,300.00	\$ -	\$ 92.50	\$105.00	\$ 92.50	\$ -	\$ 450.00		\$ 4,040.00	\$ 810.00		\$ 810.00		\$ 4,850.00	
6.0	Project Management																
6.1	General Project Management		0.5	2.0						2.5	\$ 400.00	0.5	0.5	\$81.00	3.0	\$ 481.00	
6.2	Generate Monthly Status Reports			1.0						1.0	\$ 145.00		0.0	\$0.00	1.0	\$ 145.00	
Project Management Subtotal Hours			0.5	3.0	0.0	0.0	0.0	0.0	0.0	3.5		0.5	0.5		4.0		
Project Management Subtotal Costs			\$ 110.00	\$ 435.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 545.00	\$ 81.00		\$ 81.00		\$ 626.00	
Grand Total Staff Hours			50.5	9.0	2.0	3.0	2.0	21.0	5.0	92.5		18.5	18.5		111.0		
Grand Total Cost Excluding Taxes			\$ 11,110.00	\$1,305.00	\$ 370.00	\$630.00	\$370.00	\$1,890.00	\$ 450.00		\$ 16,125.00	\$ 2,997.00		\$ 2,997.00		\$19,122.00	



From: [Chris Gerrits](#)
To: [Nicole Martin](#)
Cc: campania@sympatico.ca
Subject: Fwd: Feral/ Stray Cats
Date: Wednesday, February 10, 2021 7:55:20 AM

Hi Nicole,

Can we please have this email included in our meeting agenda for next wednesday evening? For some background here is a summary;

August 7, 2019 - I presented a letter from Lori Tolton to council asking us to look at options for feline control in the township. Council responded inviting Ms. Tolton and Feral Cat Rescue to council to make a presentation on what they do.

October 16, 2019 - Sharon Morden, Lori Tolton and Charlotte Ellington made a presentation to council asking for support. According to the minutes they were told Council would consider it during budget deliberations.

November 6, 2019 - during public question period John Aprea asked what we were doing about the question from Feral Cat Rescue and, according to the minutes, was told we would discuss during budget deliberations.

We did not include anything in the 2020 Budget and to be honest I am unsure in what detail we discussed this.

According to the most recent version of our budget, we pay \$3,000.00 for canine control per year and bring in \$13,500.00 per year in dog licences so we are very cash flow positive in that regard.

Therefore I would like a motion to approve a one time donation to Feral Cat Rescue to \$1,000.00 for the 2021 budget year.

In terms of how this is allocated I would be open to discussing whether it is a donation to Feral Cat Rescue or if it is a commitment to Feral Cat Rescue to reimburse the full cost for their operations within the Township of Amaranth for the 2021 year, to a maximum of \$1,000.00. I.e. if they get a cat that needs spay/neuter or euthanized within the Township they would track it and the Township would reimburse on a monthly or quarterly basis.

Thanks Nicole.

Chris

>
>
>

>> Hi Chris: one of the ladies who came out to get some help for Amaranth ferals/strays emailed me asking about about the result of our presentation.

>> Thought I'd check with you before I write back that there was absolutely no response.

>> I realize there has been issues with council and a pandemic, but wondered if it was even discussed?

>> Something exists for dogs, why not cats?

>> Thanks,

>> Lori

>> Sent from my iPhone

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER ____-2021

**Being a By-law to appoint a Deputy Clerk/Deputy Treasurer for the
Township of Amaranth.**

WHEREAS Section 228 (2) of the Municipal Act, S.O. 2001 c. 25, authorizes the appointment of a Deputy Clerk, who has all the powers and duties of the clerk under the Act;

AND WHEREAS Section 286 (2) of the Municipal Act, S.O. 2001 c. 25, authorizes the appointment of a Deputy Treasurer, who has all the powers and duties of the treasurer under the Act;

AND WHEREAS the Council of the Corporation of the Township of Amaranth has deemed it appropriate to appoint a Deputy Clerk/Deputy Treasurer for the Municipality, to act in the place and stead of the Clerk and/or Treasurer when necessary;

Now Therefore The Corporation of The Township of Amaranth by the Municipal Council thereof enacts as follows:

1. That Anne Gordon be appointed Deputy Clerk/Deputy Treasurer of the Corporation of the Township of Amaranth.

BY-LAW READ A FIRST AND SECOND TIME THIS 17th DAY OF **FEBRUARY 2021.**

BY-LAW READ A THIRD TIME AND PASSED THIS 17th DAY OF **FEBRUARY 2021.**

Head of Council

CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER ____-2021

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE SHELBURNE PUBLIC LIBRARY BOARD AND THE CORPORATION
OF THE TOWNSHIP OF AMARANTH**

Whereas Section 29(1) of the *Public Libraries Act*, R.S.O. 1990 Chapter P.44, allows for the Council of a municipality to enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services; and

Whereas the Shelburne Public Library Board and 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 Mayor and CAO/Clerk is hereby authorized to execute the agreement in the same form or substantially the same form as attached as Schedule "A" which forms part of this by-law.
2. That by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 17th DAY OF FEBRUARY, 2021.

BY-LAW READ A THIRD TIME AND PASSED THIS 17th DAY OF FEBRUARY, 2021.

Head of Council

Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this day of February, 2021,

BETWEEN: THE SHELBURNE PUBLIC LIBRARY BOARD
(hereinafter called the "Board")

AND THE CORPORATION OF THE TOWNSHIP OF AMARANTH
(hereinafter called the "Municipality")

WHEREAS Section 29 (1) of the *Public Libraries Act*, R.S.O. 1990 Chapter P.44, allows for the council of a municipality to enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services.

AND WHEREAS the Board and the Municipality deem it expedient to enter into such an agreement.

NOW THEREFORE WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES:

- 1.1 The Board shall endeavour to provide in co-operation with other public library boards a comprehensive and efficient library service to the residents of the Municipality.
- 1.2 The Board shall operate a library which shall be open a minimum of 25 hours per week and shall not make a charge for membership in the library.
- 1.3 The Board shall allow the residents of the Municipality to,
 - a. borrow circulating materials; and
 - b. use reference and information services as the Public Library Board considers practicable, without making any charge.
- 1.4 The Board may impose such fees as it considers proper for services not referred to in sections 1.2 and 1.3.

2. WARRANTIES OF THE BOARD:

- 2.1 The Board is a corporation duly established under the *Public Libraries Act, 1990*.
- 2.2 To ensure quality library service under this Agreement the Board shall:
 - 2.2.1 ensure that all materials are available for use outside the library except those used for reference service, and rare and fragile items;
 - 2.2.2 ensure circulation policies of greatest convenience to the users and maximum use of materials;
 - 2.2.3 ensure that the selection of materials reflects the needs of the community.

3. REPORTS:

- 3.1 The Board shall submit an annual report to the Municipality.
- 3.2 The Municipality shall make an annual financial report to the Minister and make any other reports required by the *Public Libraries Act, 1990* and the regulations or as requested by the Minister.

4. LIMITATION OF LIABILITY:

- 4.1 The Municipality shall not be liable for any injury, death or property damage to the Board, its employees or agents or for any claim by any third party against the Board, its employees or agents.

5. INSPECTION:

- 5.1 The Municipality shall be entitled, at all reasonable times, to review any records, books, accounts and documents in the possession of or under the control of the Board, subject to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, Section 14.

6. NOTICES:

- 6.1 Notices under this Agreement shall be given in writing by personal delivery, or by mail, or by facsimile transmission.
- 6.2 Notice by mail shall be deemed to have been given on the third business day after the date of mailing.
- 6.3 Mailing addresses for notices under this Agreement are as follows:
- i) for Township of Amaranth
374028 6th Line
Amaranth, ON L9W 0M6
 - ii) for Shelburne Public Library Board
201 Owen Sound St.
Shelburne, ON L9V 3L2

7. FINANCIAL:

- 7.1 The Municipality shall annually levy upon its assessment a sum to be used for the maintenance of the Board.
- 7.2 The Municipality shall in addition pay to the Board certain monies paid to the Municipality by the Province of Ontario for library services.
- 7.3 The sum of funds received by the Municipality under Sections 7.1 and 7.2 shall be equal to the Municipality's portion of the total funds required by the Board, as shown in Appendix B.
- 7.4 The attached Appendix A, which forms part of this Agreement, is a copy of the Board resolution being the new Funding Formula that was passed by the Board on June 21, 2016.
- 7.5 The attached Appendix B, which forms part of this Agreement, is a listing of the Payments to be made by the Municipality if the option in 8.1.A is chosen.
- 7.6 The Municipality requests that a review of the Contract be made every 4 years.

8. PAYMENT TERMS:

- 8.1 The Municipality shall pay to the Board the funds under Section 7.3 according to one of the following payment options:
- A.
 - 1. Fifty percent (50%) of the amount required for Board purposes in the current year **on or before** the 31st day of March, 2021.
 - 2. Twenty-five percent (25%) of the amount required for Board purposes in the current year, on or before the 30th day of June, 2021.
 - 3. Remainder of the balance owing on or before the 30th day of September 2021.
 - B.
 - 1. Funds raised under Section 7.1 shall be paid to the Board in equal installments coincident with the dates upon which the Municipality collects its taxes in 2021.

2. Funds raised under Section 7.2 shall be paid to the Board within fifteen (15) days of being received by the Municipality.

8.2 If, in the year 2021 the Board’s budget is not approved by the Town of Shelburne by March 31, 2021, the Municipality shall pay to the Board an interim payment of funds according to the following schedule which interim payment of funds shall be deducted from the Municipality’s 2021 levy once the Board’s budget is finalized.

1. Fifty percent (50%) of the amount required for board purposes in 2020, which amount shall be paid to the Board on or before the 31st day of March, 2021.

9. FAILURE TO MAKE PAYMENTS:

9.1 If the payment schedule chosen by the Municipality is not complied with, the Library reserves the right to withdraw the Library services to residents of the Municipality until the payment is complied with.

10. ENTIRE AGREEMENT:

10.1 This agreement constitutes the entire Agreement between the parties. Upon the execution of this Agreement, any existing Agreements between the parties with respect to library services shall forthwith become null and void.

10.2 In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect, mutatis mutandis.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers in that behalf.

THE SHELburne PUBLIC
LIBRARY BOARD

Per: _____
Chair

Per: _____
Secretary/Treasurer

THE CORPORATION OF THE
TOWNSHIP OF AMARANTH

Per: _____
Mayor

Per: _____
Clerk

MUNICIPALITY ELECTION
UNDER SECTION 8
Initial one only:

8.1.A _____
Mayor

Clerk

8.1.B _____
Mayor

Clerk

APPENDIX A

Resolution extracted from Shelburne Public Library Board minutes dated June 21, 2016:

Funding Formula

Motion 29-16 L. Townsend, D. Besley

WHEREAS on June 8, 2016, a meeting was held with the Mayors, Municipal Clerks and Council Representatives of the Town of Shelburne and the four contracting Municipalities of Amaranth, Melancthon, Mono and Mulmur, together with Geoff Dunlop, Board Chair, Rose Dotten, CEO/Head Librarian, and Gord Gallagher, Treasurer;

AND WHEREAS it was determined that the funding formula for the Shelburne Public Library should be revised to reflect the change in the number of households with patrons in all five municipalities;

Therefore, be it resolved that beginning in January, 2017, the levy required to balance the Shelburne Public Library operating budget will be allocated based on a 3-year average library of active household cardholders, determined by the Library operating system, as of September 30 in the year preceding the budget year, for each municipality;

Be it further resolved that in addition to the foregoing, any capital projects for the Library requiring additional municipal funding will be allocated based on the same formula;

Be it further resolved that the Municipal partners may use the MPAC assessment totals as of September 30 each year as a verification tool for any substantial shifts in household user numbers.

Carried

APPENDIX B

Township of Amaranth Assessment is \$28,362.34

Under Option 8.1.A - the payments shall be:

March 31, 2021	\$14,181.17
June 30, 2021	\$ 7,090.59
September 30, 2021	\$ 7,090.59

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER ____-2021

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE GRAND VALLEY PUBLIC LIBRARY BOARD AND THE
CORPORATION OF THE TOWNSHIP OF AMARANTH**

Whereas Section 29(1) of the *Public Libraries Act*, R.S.O. 1990 Chapter P.44, allows for the Council of a municipality to enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services; and

Whereas the Grand Valley Public Library Board and 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 Mayor and CAO/Clerk is hereby authorized to execute the agreement in the same form or substantially the same form as attached as Schedule "A" which forms part of this by-law.
2. That by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS 17th DAY OF **FEBRUARY, 2021.**

BY-LAW READ A THIRD TIME AND PASSED THIS 17th DAY OF **FEBRUARY, 2021.**

Head of Council

Clerk

CONTRACT AGREEMENT

This agreement made in duplicate this day of , 2021.

BETWEEN: The Grand Valley Public Library Board
 (hereinafter called the "Board"),

AND The Corporation of the Township of Amaranth
 (hereinafter called the "Municipality")

WHEREAS Section 29.-(1) of the Public Libraries Act, Revised Statutes of Ontario, 1990 Chapter P.44 as amended by: 1993, Chapter 27, Sched. and the following Regulation (as amended): Grants to Public Libraries (R.R.O. 1990, Reg. 976), allows for the Council of a municipality to enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services.

AND WHEREAS the Board and the Municipality deem it expedient to enter into such an agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. a) THAT The Grand Valley Public Library Board shall be composed of seven (7) members.

 b) AND THAT The Town of Grand Valley Council shall appoint five (5) members; one (1) of whom shall be a member of Council, to hold office for a term concurrent with the term of the Council of The Town of Grand Valley.

 c) AND THAT the Public Library Board request that one representative shall be appointed from the Township of Amaranth and one representative from the Township of East Garafraxa, as recommended by the Contracting Municipalities to the Public Library Board. Said appointee to hold office for a term concurrent with the term of the appointing Municipal Council PROVIDED also that a good and valid contract exists between the Library Board and the Contracting Municipality, which contract shall include satisfactory financial support for the operating of the Public Library as determined by the Public Library Board and approved by the Council of the Town of Grand Valley.
2. DESCRIPTION OF SERVICES:
 - a) The Board shall endeavour to provide a comprehensive and efficient library service to the residents of the Municipality.
 - b) The Board shall allow the residents of the Municipality to,
 - borrow circulating books, magazines, DVDs, Books on CD, and all other circulating material without charge;
 - use all online eResources without charge;
 - use Internet computers and Wifi without charge

- c) The Board may impose such fees as it considers proper for services not referred to in Sections 2 (b). i.e. photocopies, Faxes, overdue.

3. WARRANTIES OF THE BOARD:

- a) The Board is a corporation duly established under the Public Libraries act, Revised Statutes of Ontario, 1990.
- b) To ensure quality library service under this Agreement the Board shall:
- * maintain up-to-date policies on all areas governing the management of the Library;
 - * ensure that library facilities are accessible as defined by the Accessibility for Ontarians with Disabilities Act 2005;
 - * provide resources, programs and services to meet defined community needs;

4. REPORTS:

- a) The Board shall submit an Annual Report to the Municipality.
- b) The Municipality shall make an Annual Financial Report to the Minister as required under the Public Libraries Act, Revised Statutes of Ontario, 1990.

5.1 TERM OF AGREEMENT

- a) Either the Municipality or the Board may terminate this Agreement upon one (1) years written notice. Any notice given as foresaid shall terminate this Agreement as of December 31st of the following year in which notice is given.
- b) This agreement shall be reviewed by all participating municipalities in each term of Council
- c) Notices under this Agreement shall be given in writing by personal delivery or by mail.
Mailing addresses for notices under this Agreement

i. Corporation of the Township of Amaranth
374028 6th Line
Amaranth ON L9W 0M6.

ii Grand Valley Public Library Board
4 Amaranth St. E.
Grand Valley, ON L9W 5L2

6. FINANCIAL

- a) The Municipality shall in each year appropriate and pay to the Board its approved share of the amount of the estimates of the Board that has been approved by said Municipality for the operation and maintenance of a comprehensive and efficient Public Library Service.
- b) The approved share each year will be based on the number of households in the catchment area of the Municipality.

7. PAYMENT TERMS

- a) The Municipality shall pay to the Board the funds under Section 6 (a) in twelve equal monthly payments.

The Board has exclusive control of the disbursement of the finances of the Library.

The income, revenues, issues and profits of the Board shall be applied solely to the establishment, operation and maintenance of the Public Library Services.

8. ENTIRE AGREEMENT

- a) This agreement constitutes the entire Agreement between the parties. Upon the execution of this Agreement, any existing Agreements between the parties with respect to library services shall forthwith become null and void.

THE GRAND VALLEY PUBLIC
LIBRARY BOARD

Per: 
Chairman

CORPORATION OF THE TOWNSHIP OF
AMARANTH

Per: _____
Mayor

Per: 
Chief Executive Officer

Per: _____
Chief Administrative Officer

