

**MEETING DETAILS**

**In-Person Location:** Mulmur Township Offices, located at 758070 2<sup>nd</sup> Line East  
**Phone Connection:** 1 647 374 4685 Canada / 1 647 558 0588 Canada  
**Video Connection:** <https://us02web.zoom.us/j/84829988171>  
**Meeting ID:** 848 2998 8171

PAGE

**1.0 CALL TO ORDER**

**2.0 LAND ACKNOWLEDGEMENT**

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

**3.0 APPROVAL OF THE AGENDA**

Recommendation: THAT Council approve the agenda.

7

**4.0 MINUTES OF THE PREVIOUS MEETING**

Recommendation: THAT the Minutes of March 2, 2022 are approved.

**5.0 DISCUSSION ARISING OUT OF THE MINUTES**

**6.0 DISCLOSURE OF PECUNIARY INTERESTS**

**7.0 PUBLIC QUESTION PERIOD (residents are encouraged to submit their questions in advance of the meeting to [info@mulmur.ca](mailto:info@mulmur.ca))**

**8.0 PUBLIC MEETINGS - NONE**

**9.0 DEPUTATIONS AND PRESENTATIONS**

20

**9.1 Rhonda Jackman –2021 Fire Call Invoice (9:15 a.m.)**

Recommendation: THAT Council receives the delegation from Rhonda Jackman regarding the request for reconsideration for charges associated with a grass fire located at 598588 2<sup>nd</sup> Line W on April 4, 2021.

**10.0 PUBLIC WORKS**

21 **10.1 Eh!Tel Agreement**

Recommendation: THAT Council receive the report of John Willmetts, Director of Public Works, Eh!Tel Agreement.

**11.0 TREASURY**

26 **11.1 2021 Fire Charge Report (Jackman)**

Recommendation: THAT Council receive the report of Heather Boston, Treasurer, Fire Invoice: Request for Reconsideration;

AND THAT Council uphold the decision made on September 1, 2021 and the charges associated with the grass fire located at 598588 2<sup>nd</sup> Line West.

52 **11.2 NDCC Board of Management**

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

AND THAT Council supports the NDCC motion in principle;

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

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

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

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

**12.0 ADMINISTRATION**

58 **12.1 Register of Historical Properties**

Recommendation: THAT Council receives the report of Roseann Knechtel, Deputy Clerk, Municipal Register of Historical Properties;

AND THAT Council approve the inclusion of 588299 COUNTY RD 17, being Concession 7 East, West Part Lot 11 RP 7R2052 Part 1.

## **12.2 Ontario Climate Change – Notice of Motion**

### **Moved by Clark Seconded by Boxem**

WHEREAS Climate Change is an issue that will continue to have increasing impact on every resident;

AND WHEREAS it is the responsibility of every municipality to participate in better climate understanding and action and it is unreasonable that the most significant issue in modern history be left the sole responsibility of Dufferin County;

AND WHEREAS the Ontario Climate Caucus provides an opportunity to do so and connect with other municipalities in Ontario to share case studies and best practices in acknowledging and addressing climate change;

AND WHEREAS the Ontario Climate Caucus connects with the National Climate Caucus to glean best practices and opportunities

AND WHEREAS the Ontario Climate Caucus provides agendas in advance of and notes and references after each meeting and generally conducts itself in a formal and professional manner

NOW THEREFORE we propose that a representative from Mulmur Council attend those monthly meetings and that their meeting minutes or outputs be added to our monthly agenda packages.

## **13.0 PLANNING**

### **75 13.1 Dufferin County Land Use Needs Assessment**

Recommendation: THAT Council receive the Land Needs Analysis and Settlement Expansion report of Tracey Atkinson, COA/Clerk/Planner and direct staff to forward the report and this motion to the County of Dufferin.

### **79 13.2 Second Dwelling Securities and Template Agreement**

Recommendation: THAT Council receive the report of Tracey Atkinson, Second Dwelling Securities;

AND THAT Council direct staff to continue utilizing the Template Second Dwelling Agreement.

89        **13.3 Firth/Ferens Second Dwelling Agreement**

Recommendation: THAT Council receive the Firth/Ferens Second Dwelling Report of Tracey Atkinson, COA/Clerk/Planner.

102       **13.4 Gray/Chalmers Second Dwelling Agreement**

Recommendation: THAT Council receive the Gray/Chalmers Second Dwelling Report of Tracey Atkinson, COA/Clerk/Planner.

117       **13.5 Delegation of Planning Authority**

Recommendation: THAT Council receive the report of Tracey Atkinson, Planner, More Homes for Everyone Plan;

AND THAT Council direct staff to initiate an Official Plan amendment to provide for the delegation of minor zoning amendments;

AND FURTHER THAT Council direct staff to draft a by-law to delegate site plan approval authority to staff.

**14.0 COMMITTEE MINUTES AND REPORTS**

- 119       **14.1 Shelburne Library Board Minutes: February 15, 2022**
- 122       **14.2 Shelburne District Fire Board Minutes: March 1, 2022**
- 127       **14.3 Ad-Hoc Planning Advisory Committee Minutes: March 3, 2022**
- 129       **14.4 Dufferin County Council Minutes: March 10, 2022**
- 144       **14.5 NDCC Board of Management Minutes: March 14, 2022**
- 148       **14.6 Mulmur-Melancthon Fire Board Minutes: March 15, 2022**
- 151       **14.7 Ad-Hoc Planning Advisory Committee Minutes: March 21, 2022**
- 155       **14.8 Mulmur Community Events Committee Minutes; March 30, 2022**

Recommendation: THAT Council receives the Committee Minutes and Reports as copied and circulated.

**15.0 INFORMATION ITEMS**

- 158       **15.1 NVCA Board Highlights: February 2022**
- 160       **15.2 NVCA Board Highlights: March 2022**
- 162       **15.3 NVCA Inventory of Programs and Services**
- 182       **15.4 NVCA Source Protection Annual Report**
- 192       **15.5 TRC Resolution Response**
- 193       **15.6 Ontario Climate Change Meeting Notes: February 24, 2022**



- 197 **15.7 MMAH Growing the Greenbelt Phase II**
- 199 **15.8 MMAH More Homes for Everyone**
- 200 **15.9 Environmental Registry of Ontario Public Consultation**
- 201 **15.10 Vehicle for Hire Bylaw: Town of Orangeville**
- 203 **15.11 MTO Rehabilitation Study Commencement**
- 206 **15.12 Public Transportation March Survey Results**
- 213 **15.13 Resident Request: Pickleball**
- 215 **15.14 Emergency Management Ontario Compliance**
- 216 **15.15 Resignation: Catherine Carpenko**

Recommendation: THAT Council receives the information items as copied.

- 217 **15.16 Town of Mono Resolution: Support for Ukraine**
- 219 **15.17 Region of Waterloo: Ontario Building Code Resolution**

Recommendation: THAT Council endorse the following items: \_\_\_\_\_

#### **16.0 CLOSED SESSION**

Recommendation: THAT Council adjourn to closed session at \_\_\_\_\_. pursuant to pursuant to Section 239 of the Municipal Act, 2001 as amended for one (1) matter regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

#### **16.1 Ontario Land Tribunal Appeal (Z12-2021)**

Recommendation: THAT Council do rise out of closed session and into open session with the following motions, reports, directions etc.

#### **17.0 ITEMS FOR FUTURE MEETINGS**

- 17.1 Official Plan Green Energy Background Report**
- 17.2 Second Dwelling Clustering Background Report**
- 17.3 Forest and Agricultural Land Preservation Background Report**
- 17.4 Delegation of Authority**
- 17.5 Special Event By-law Amendment**

#### **18.0 NOTICE OF MOTION**

#### **19.0 PASSING OF BY-LAWS**

- 222 **19.1 2022 Final Tax Rate By-law**
- 225 **19.2 2022 Municipal Election Advance Voting By-law**
- 226 **19.3 Appointment of Bylaw Enforcement Officer Amending By-law**
- 227 **19.4 User Fees and Charges By-law**

231	<b>19.5 Zoning By-law Amendment (Chouhan)</b>
234	<b>19.6 Zoning By-law Amendment (Davie)</b>
237	<b>19.7 Zoning By-law Amendment (Clark)</b>
239	<b>19.8 Site Plan Agreement By-law (Firth/Ferens)</b>
246	<b>19.9 Site Plan Agreement By-law (Gray/Chalmers)</b>
253	<b>19.10 Land Lease Agreement By-law (Eh!Tel)</b>
262	<b>19.11 Deputy Fire Chief Appointing By-law</b>
263	<b>19.12 Confirmatory By-Law</b>

Recommendation: THAT By-Laws 19.1 to 19.12 be approved.

## **20.0 ADJOURNMENT**

Recommendation: THAT Council adjourns the meeting at \_\_\_\_\_ to meet again on April 13, 2022 at 7:00 pm at the North Dufferin Community Centre, or at the call of the Chair.



**COUNCIL MINUTES  
MARCH 2, 2022  
9:00 A.M.**

Council Present: Mayor Horner, Deputy Mayor Hawkins, Councillor Boxem, Councillor Clark and Councillor Cufaro

Staff Present: Tracey Atkinson – CAO/Clerk/Planner, Heather Boston - Treasurer, John Willmetts, Director of Public Works, Roseann Knechtel - Deputy Clerk

**1.1 CALL TO ORDER**

The Mayor called the meeting to order at 9:05 a.m.

**2.0 LAND ACKNOWLEDGEMENT**

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

**3.0 APPROVAL OF THE AGENDA**

**Moved by Clark and Seconded by Hawkins**

THAT Council approve the agenda.

**CARRIED.**

**4.0 MINUTES OF THE PREVIOUS MEETING**

**Moved by Boxem and Seconded by Cufaro**

THAT the Minutes of February 2, 2022 are approved.

**CARRIED.**

**5.0 DISCUSSION ARISING OUT OF THE MINUTES**

Discussion ensued surrounding posting meeting recordings online and Melancthon's response to Item 12.4: NDCC Joint Recreation Agreement.

**6.0 DISCLOSURE OF PECUNIARY INTERESTS**

Councillor Cufaro declared pecuniary interest in regard to the following items:

- 8.1 Z01-2022 DAVIE Zoning By-law Amendment
- 13.1 Z01-2022 DAVIE Zoning By-law Amendment

## **7.0 FIFTEEN MINUTE QUESTION PERIOD**

Council recognized Hill n Dale Landscaping, for their receipt of the Georgian Lakelands Chapter Awards of Distinction 2021 Employer of the Year.

A question was received from the public regarding a NEC Development Permit on Centre Road.

A question was received from the public regarding prohibiting fireworks during periods of fire bans.

A question was received from the public regarding Council's receipt of annual building and development permit reports.

## **8.0 PUBLIC MEETINGS**

### **Moved by Clark and Seconded by Hawkins**

THAT Council recess the regular meeting at 9:50 a.m. to hold a public meeting pursuant to Section 34 of the Planning Act to consider and allow Mulmur property owners to ask questions regarding three (3) Zoning Amendment applications being Z01-2022 Davie, Z02-2022 Clark and Z03-2022 Chouhan.

**CARRIED.**

Councillor Cufaro left the meeting at 9:50 a.m.

### **8.1 Z01-2022 DAVIE Zoning By-law Amendment**

Mayor Horner welcomed the public and provided an overview of the proposed amendment to obtain public input on Z01-2022 Davie Zoning Amendment Application to allow for the demolition and reconstruction of a legally existing dwelling in an environmental protection zone.

Roseann Knechtel, Planning Coordinator presented on behalf of the Township and provided an overview to the property, zoning and official plan designations.

Patrick Forester, Planner for the applicant presented on behalf of the client and confirmed the reconstruction is to address flooding and water issues.

Public comment was received from Leah Pressey surrounding the development of the current house and proximity to the watercourse.

Council discussed property elevations, the size of the new dwelling, as well as current and proposed setbacks to the watercourse.

Councillor Cufaro returned to the meeting at 10:02 a.m.

## **8.2 Z02-2022 CLARK Zoning By-law Amendment (9:15am)**

Mayor Horner welcomed the public and provided an overview of the proposed amendment to obtain public input on Z02-2022 Clark Zoning Amendment Application to alter setbacks and identify a building envelope to satisfy a condition of consent.

Roseann Knechtel, Planning Coordinator presented on behalf of the Township and provided an overview to the property, zoning and official plan designations.

Comments were received from the NVCA requesting to restrictively rezone the area identified as FODM5-1 to environmental protection in addition to the establishment of a building envelope.

Kristine Loft, Planner for the applicant spoke in favour of amending the zoning by-law amendment to address the concerns raised by the NVCA.

Public comments were received from Andrew Post regarding privacy and landscape buffering along the south lot line.

Leah Pressey sought clarification on the interior lot line setbacks and the amendment to rezone lands environmental protection.

Council comments were received regarding landscape buffering.

## **8.3 Z03-2022 CHOUHAN Zoning By-law Amendment (9:15am)**

Mayor Horner welcomed the public and provided an overview of the proposed amendment to obtain public input on Z03-2022 Chouhan Zoning Amendment Application to alter the required frontage on a legally existing undersized lot to satisfy a condition of consent.

Roseann Knechtel, Planning Coordinator presented on behalf of the Township and provided an overview to the property, zoning and official plan designations.

The applicant was not present.

Public comment was received from Leah Pressey seeking clarification on the required frontage and the establishment of building envelopes.

Council discussion ensued surrounding MTO entrances, lot configuration and proximity to the gravel pit.

**Moved by Hawkins and Seconded by Clark**

THAT Council adjourns the public meeting and returns to the regular meeting at 10:35 a.m.

**CARRIED.**

Council recessed at 10:35 a.m. and returned at 10:46 a.m.

## **9.0 DEPUTATIONS AND PRESENTATIONS**

### **9.1 Mansfield Water System Annual Report - Joe Miedema**

Joe Miedema, P. Eng. General Manager of Dufferin Water Co. Ltd. presented the annual drinking water regulation report and assessment of the 2021 Mansfield Water System.

Council discussion ensued surrounding the increased usage in June and the available volume for future development. Council thanked Joe Miedema for his professional handling of the water system.

#### **Moved by Cufaro and Seconded by Boxem**

THAT Council receives and approves the 2021 annual and summary reports of the Mansfield Well Supply under the Drinking Water Systems Regulation O. Reg. 170 as submitted by Joe Miedema, P. Eng. General Manager of Dufferin Water Co. Ltd.

**CARRIED.**

## **10.0 PUBLIC WORKS - NONE**

## **11.0 TREASURY**

### **11.1 User Fee Report**

Heather Boston, Treasurer, presented the impacts of amending previously approved the water rates. Roseann Knechtel, Deputy Clerk presented the comparative licensing fees for food trucks and advised Council of the request from the Mansfield Park's Committee to increase the Adult Men's League hourly rate by \$2 and maintain the hourly rate for Minor Ball.

A recorded vote was requested by Councillor Cufaro.

#### **Moved by Hawkins and Seconded by Clark**

WHEREAS the report of Heather Boston, Treasurer, and Roseann Knechtel, Deputy Clerk, Schedule of User Fees and Charges, outlines the negative impacts of amending the Mansfield Water Rates from 5% to 2%;

NOW THEREFORE Council direct staff to maintain the water rates previously approved in By-law #38-2020.

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro		N
Deputy Mayor Hawkins	Y	

Mayor Horner

Y

**CARRIED.**

**Moved by Clark and Seconded by Cufaro**

WHEREAS Council approves various rates through By-law;

NOW THEREFORE Council directs staff to remove duplicated fees in the Schedule of Fees previously approved through By-law.

**CARRIED.**

**Moved by Clark and Seconded by Hawkins**

WHEREAS Council receives the report of Heather Boston, Treasurer, and Roseann Knechtel, Deputy Clerk, Schedule of User Fees and Charges which outlines the licensing rates for food trucks in surrounding municipalities;

AND WHEREAS Council encourages economic development while balancing cost implications to rate payers;

NOW THEREFORE Council direct staff to include a fee of \$500 in the Schedule of Fees for the licensing of food trucks.

**CARRIED.**

**Moved by Hawkins and Seconded by Cufaro**

WHEREAS Council received the request from the Mansfield Parks Committee to increase Adult Men's League by \$2 per hour with Minor Baseball rates remaining unchanged;

NOW THEREFORE Council direct staff to amend the Schedule of Fees to address the request of the Mansfield Parks Committee and increase the Adult Men's League by \$2 per hour.

**CARRIED.**

**11.2 Community Grants**

Heather Boston, Treasurer, presented the applications received for consideration by Council.

Discussion ensued surrounding for-profit organizations the amount of monies being requested.

Council requested greater budget detail be provided by applicants moving forward.

**Moved by Boxem and Seconded by Clark**

THAT Council receive the report of Heather Boston, Treasurer, Community Grant Applications;

AND THAT Council approve the following grant applications:

- Headwaters Communities in Action - \$500
- Hospice Dufferin - \$500
- Primrose Elementary School - \$535
- Team Van Go - \$500
- Music in the Hills - \$250

**CARRIED.**

**12.0 ADMINISTRATION**

**12.1 Music in the Hills Special Event Permit**

Roseann Knechtel, Deputy Clerk, presented the 2022 Music in the Hills event scheduled for June 24, 2022.

**Moved by Boxem and Seconded by Hawkins**

THAT Council grant an exemption to the Township of Mulmur Noise By-Law No. 28-2020 for Friday June 24, 2022 until 11:59 p.m. at the Mansfield Ski Club to allow for amplified noise from a Drive-In Concert;

AND THAT Council waives the 2022 special event permit fee for the Music in Hills event;

AND FURTHER THAT Council direct staff to draft an amendment to the Special Event By-law to exempt registered not-for profit organizations and charitable events from the special event permit fee, where proceeds go to support the local services used by Mulmur residents and businesses.

**CARRIED.**

**12.2 Corporate Resource Election Policy**

Roseann Knechtel, Deputy Clerk, presented the proposed policy for the use of corporate recourses during elections.

Direction was given to amend the policy to also prohibit the use of distribution lists previously supplied by the Township.

**Moved by Clark and Seconded by Boxem**

THAT Council approve the Use of Corporate Resources for Municipal Elections Policy as amended.



**CARRIED.**

### **12.3 Sign By-law Report**

Roseann Knechtel, Deputy Clerk, presented the proposed amendments to the sign by-law as previously directed by Council.

#### **Moved by Clark and Seconded by Boxem**

THAT Council receive the report of Roseann Knechtel, Deputy Clerk, Sign By-law as presented.

**CARRIED.**

### **12.4 By-law Enforcement Services**

Roseann Knechtel, Deputy Clerk, presented proposed agreement with the Town of Orangeville for the provision of By-law Enforcement Services.

Discussion ensued surrounding 24/7 enforcement availability.

#### **Moved by Hawkins and Seconded by Clark**

THAT Council receive the report of Roseann Knechtel, Deputy Clerk, By-law Enforcement Services.

**CARRIED.**

Council recessed at 12.14 p.m. and returned at 1:15 p.m.

## **13.0 PLANNING**

### **13.1 Z01-2022 DAVIE Zoning By-law Amendment**

#### **Moved by Clark and Seconded by Boxem**

THAT Council direct staff to draft a zoning by-law amendment for Z01-2022.

**CARRIED.**

### **13.2 Z02-2022 CLARK Zoning By-law Amendment**

#### **Moved by Boxem and Seconded by Cufaro**

THAT Council direct staff to draft a zoning by-law amendment for Z02-2022 to satisfy NVCA comments.

**CARRIED.**

### **13.3 Z03-2022 CHOUHAN Zoning By-law Amendment**

**Moved by Clark and Seconded by Hawkins**

THAT Council direct staff to draft a zoning by-law amendment for Z03-2022.

**CARRIED.**

**13.4 Second Dwelling Report**

Tracey Atkinson, Planner, presented the challenges currently facing the Township in triggering the return of security deposits previously taken for second dwellings.

Council discussed continuing to take securities for all second dwelling applications versus on a site specific basis, enforcement possibilities, the use of development agreements and null and void periods to commence construction.

**Moved by Cufaro and Seconded by Clark**

THAT Council reconsider the July 8, 2020 motion to require security deposits in the amount of \$5,000 for second dwelling agreements;

AND THAT future securities for second dwellings be considered on a site specific basis to address concerns of the Township, its consultants or agencies;

AND THAT staff be directed to return any securities currently being held to secure construction and where the Township is not aware of any non-compliance.

AND FURTHER THAT staff be directed to bring a template agreement back to Council for consideration;

**CARRIED.**

**13.5 Official Plan Report**

Tracey Atkinson, Planner, presented specific policies requiring further review as part of the Official Plan amendment process.

Council discussion ensued on each policy direction and recommendation being made by staff.

**Moved by Boxem and Seconded by Clark**

WHEREAS the Township of Mulmur has a variety of high-quality recourses and competing interest;

AND WHEREAS the Township believes in cutting red-tape while protecting what is important and irreplaceable;

AND WHEREAS Council is committed to being financially responsible to its ratepayers, and believes that developers should pay for the cost of studies related to development applications;

NOW THEREFORE Council provides the following direction in relation to the drafting of the Official Plan Amendment:

1. THAT Mulmur continue to use zoning in place of a development permit system reflecting staffing levels and processing time;
2. THAT Mulmur support economic development including over-night tourism opportunities associated with a commercial, recreation or agricultural business;
5. THAT Mansfield North Recreation Area continue to provide flexibility and allow for residential units associated with a recreational area but that it be clarified that such development will not be considered based on entering into a servicing responsibility agreements;
8. THAT the Township do not initiate any master plans or secondary plans as part of the current Official Plan amendment;
9. THAT on-farm diversified uses be further restricted in accordance with OMAFRA guidelines to provide additional protection for prime agricultural lands, and surrounding landowners and that on-farm diversified policies also be applied to rural lands; and
10. THAT staff be directed to remove the embedded Niagara Escarpment Plan from the Township's Official Plan to ensure conformity.

AND FURTHER THAT Council direct staff to bring greater information back to Council for consideration surrounding the following topics:

3. Minimum dwelling size requirements
4. Locations of second dwellings in clusters
6. Forest preservation and promotion of planting and the impacts on prime agricultural lands
7. Viewshed study requirements and exemptions for green energy

**CARRIED.**

Council recessed at 3:07 p.m. and returned at 3:11 p.m.

#### **14.0 COMMITTEE MINUTES AND REPORTS**

- 14.1 Shelburne District Fire Board Minutes: January 4, 2022**
- 14.2 Shelburne Library Board Minutes: January 18, 2022**
- 14.3 Mulmur-Melancthon Fire Board Minutes: February 01, 2022**
- 14.4 Shelburne District Fire Board Minutes: February 1, 2022**
- 14.5 Dufferin County Council Minutes: February 10, 2022**
- 14.6 NDCC Board of Management Minutes: February 10, 2022**
- 14.7 Roads Safety Committee Minutes: February 14, 2022**
- 14.8 Mulmur Events Committee Minutes: February 17, 2022**

#### **14.9 Roads Safety Committee Motion to Council**

Council recognized the Family Day Skate and Bonfire event on February 21, 2022 and thanked all of the community volunteers and Rosemont fire fighters.

#### **Moved by Boxem and Seconded by Clark**

THAT Council receives the Committee Minutes and Reports as copied and circulated.

**CARRIED.**

#### **Moved by Cufaro Seconded by Boxem**

THAT Council receive the recommendation from the Roads Safety Committee;

AND THAT Council direct staff to purchase one traffic dampening Child Cut-Out sign.

**CARRIED.**

#### **15.0 INFORMATION ITEMS**

- 15.1 NVCA Board Highlights: January 2022**
- 15.2 Multi-Municipal Wind Turbine Working Group**
- 15.3 2022 Farmland Forum**
- 15.4 Multi-Year Accessibility Plan Checklist**
- 15.5 NEC Development Permit Correspondence**
- 15.6 Ontario Newsroom: HEPA in Schools and Childcare Centres**
- 15.7 2021 Council Renumeration**
- 15.8 2021 Annual Investment Activity**
- 15.9 2021 Development Charges Reserve Fund Report**
- 15.10 Dufferin County Forest 2021 Annual Report**
- 15.11 Mulmur Termination of Emergency: March 1 2022**
  
- 15.12 Norfolk County Resolution: Year of the Garden**
- 15.13 Town of Halton Hills Resolution: Ontario Land Tribunal**
- 15.14 Clearview Township Resolution: Funding Support for Infrastructure**
- 15.15 Town of Bracebridge Resolution: Hospital Capital Funding**

Direction given to bring back further information on Hospital Capital Funding and the 2021 Dufferin County Council Forest Report.

#### **Moved by Cufaro and Seconded by Boxem**

THAT Council receives the information items as copied

AND THAT the following items be endorsed: 15.12, 15.13, 15.14, 15.15

**CARRIED.**

## **16.0 CLOSED SESSION**

### **16.1 NDCC Board of Management Applications**

#### **Moved by Hawkins and Seconded by Clark**

THAT Council adjourn to closed session at 3:43 p.m. pursuant to Section 239 of the Municipal Act, 2001 as amended for one (1) matter regarding personal matters about an identifiable individual, including municipal or local board employees [239(2)(b)].

**CARRIED.**

#### **Moved by Hawkins and Seconded by Clark**

THAT Council do rise out of closed session and into open session at 3:53 pm with the following motion:

THAT Council appoint Mandy Little as Mulmur's representative to the NDCC Board of Management for the remainder of the 2022 Council term.

**CARRIED.**

## **17.0 ITEMS FOR FUTURE MEETINGS**

- 17.1 Phragmites Report**
- 17.2 Delegation of Authority for Tax Reductions**
- 17.3 Dufferin County Transit Plan**
- 17.4 Final Tax Rate By-law**

## **18.0 NOTICE OF MOTION**

#### **Moved by Clark Seconded by Boxem**

WHEREAS Climate Change is an issue that will continue to have increasing impact on every resident

AND WHEREAS it is the responsibility of every municipality to participate in better climate understanding and action and it is unreasonable that the most significant issue in modern history be left with the Dufferin County Climate team

AND WHEREAS the Ontario Climate Caucus provides an opportunity to do so and connect with other municipalities in Ontario to share case studies and best practices in acknowledging and addressing climate change

AND WHEREAS the Ontario Climate Caucus connects with the National Climate Caucus to glean best practices and opportunities

AND WHEREAS the Ontario Climate Caucus provides agendas in advance of and notes and references after each meeting and generally conducts itself in a formal and professional manner

AND WHEREAS it is essential that Mulmur take a leading role by formally joining the Ontario Climate Caucus and encouraging the Other Dufferin Municipalities to do so as well.

## **19.0 PASSING OF BY-LAWS**

### **19.1 Fireworks By-law**

Discussion ensued regarding the permit process outlined in Section 4 of the By-law. A recorded vote was requested by Deputy Mayor Hawkins.

**Moved by Hawkins and Seconded by Horner**

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark		N
Councillor Cufaro		N
Deputy Mayor Hawkins		N
Mayor Horner		N

**NOT CARRIED.**

### **19.2 Zoning By-law Amendment: Csizik**

Discussion ensued surrounding building plans, potential precedence setting and addressing residence concerns. A recorded vote was requested by Councillor Cufaro

**Moved by Hawkins and Seconded by Horner**

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem		N
Councillor Clark		N
Councillor Cufaro		N
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	

**NOT CARRIED.**

### **19.3 By-law to Enter into Agreement: Road Widening B14-2021**

### **19.4 Sign By-law**

### **19.5 Final Tax Rate By-law - DEFFERED**

### **19.6 By-law Enforcement Agreement**

### **19.7 Confirmatory By-law**

**Moved by Cufaro and Seconded by Clark**

THAT By-Laws 19.3, 19.4, and 19.6 be approved.

**CARRIED.**

**Moved by Cufaro and Seconded by Hawkins**

THAT By-Law 19.7 be approved.

**CARRIED.**

## **19.0 ADJOURNMENT**

**Moved by Cufaro and Seconded by Hawkins**

THAT Council adjourns the meeting at 4:33 p.m. to meet again on Wednesday April 6, 2022 at 9:00 a.m. or at the call of the Chair.

**CARRIED.**

.....  
**Janet Horner, Mayor**

.....  
**Tracey Atkinson, Clerk**



March 15, 2022

To: Mulmur Township Council

Dear/Sir Madam:

Extension Agreement Re: Customer No. 01904

I am sending you this letter asking you to please review this matter/payment amount we had a meeting back in SEPTEMBER of 2021 concerning this matter and I was very nervous to speak.

But as I had noted that when the MULMUR fire service showed up at the time of the call there were no fire, the fire was all put out by us when the call was made there were only smoke because we thought it was the right thing to do two other fire department had showed up. Also, I was told by the 2<sup>nd</sup> one that there was no fire when they showed up and that they did not do anything and then the 3<sup>rd</sup> showed up, the only person that that was on the field pushing the dirt up in case the fire starts up back is our neighbor CHESTER the CHIEF also mention there were 50plus acre of fire was burning when he showed up which is not true and there was no way I would of said we put out that fire because it is only a small area of land there and the rest of it is all water/swamp I am kindly asking you again to please REVIEW this matter and the payment and if possible to give me another opportunity to speak. ALSO I WOULD LIKE YOU TO please inquire of all the complains that were going into your office concerning us when I made an appointment to come into the office to speak to someone and to explain why those complaint were made who I was speaking to did not even wanted to listen to me instead I was told where to put my family or go with them , and it was done at that because I did not know where/who to turn to next for advice again I am kindly asking you to please look into these matter, also the payment and if possible to reduce this payment Thanks for your time please get back to me.

Thank you.

Rhonda Jackman

A handwritten signature in blue ink, appearing to be "Rhonda Jackman", written over the printed name.





## **STAFF REPORT**

**TO:** COUNCIL  
**FROM:** John Willmetts, Director of Public Works  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** Eh!Tel Agreement

---

### **PURPOSE:**

The purpose of this report is to inform Council of the proposed POP (switching station) that is to be located on the northeast corner of the Township property, 758070 2<sup>nd</sup> Line E Mulmur.

### **BACKGROUND:**

To facilitate the new fiber optic infrastructure that Eh!tel has been contracted to install, A POP (Switching Station) is required. The municipal yard is an ideal location for this structure as it is located close to the middle of the Township and has access to Hydro and easy access to the building.

A lease agreement for the use of this land between the Township of Mulmur and Eh!tel Networks will be required. A By-law authorizing the municipality to enter into a land lease agreement with Eh!Tel is included in the Council agenda package for consideration later in the meeting.

### **STRATEGIC PLAN ALIGNMENT:**

1. Growing a Prosperous Mulmur
2. Growing a Supportive Mulmur
3. Growing a Sustainable Mulmur

### **FINANCIAL IMPACTS:**

There will be no cost to the Township for the construction, maintenance, and or removal at the end of the lease if required.

A nominal fee will be paid to the Township of Mulmur yearly as stated in the agreement.

### **RECOMMENDATION:**

THAT Council receives the report of John Willmetts, Director of Public Works, Eh!Tel Agreement.

Respectfully submitted

*John Willmetts*

John Willmetts, Director of Public Works

Attachments:

1. Site Plan

# SCHEDULE "A"

## SITE PLAN FOR MULMUR POP

758070 2<sup>nd</sup> Line East, Mulmur

(example shown is POP 751)



Submitted by: EHI!tel Networks

Prepared by: Antonius Peeters

Date: March 9<sup>th</sup>, 2022.

### **Description**

Mulmur POP is proposed to be installed at the Mulmur Works Department near the North East corner of the property. See site layout below.





### Access

Access can be gained through the ROW or from the parking lot of the Municipal office.

### Propane Hookup

Sub-Contractor to supply 450L propane tank set to the North of the POP on a 2x2ft stone. Propane is for the a 11Kw Briggs & Stratton 40592 Fortress standby generator to be placed on a concrete pad immediately behind the POP (West).

### POP Layout

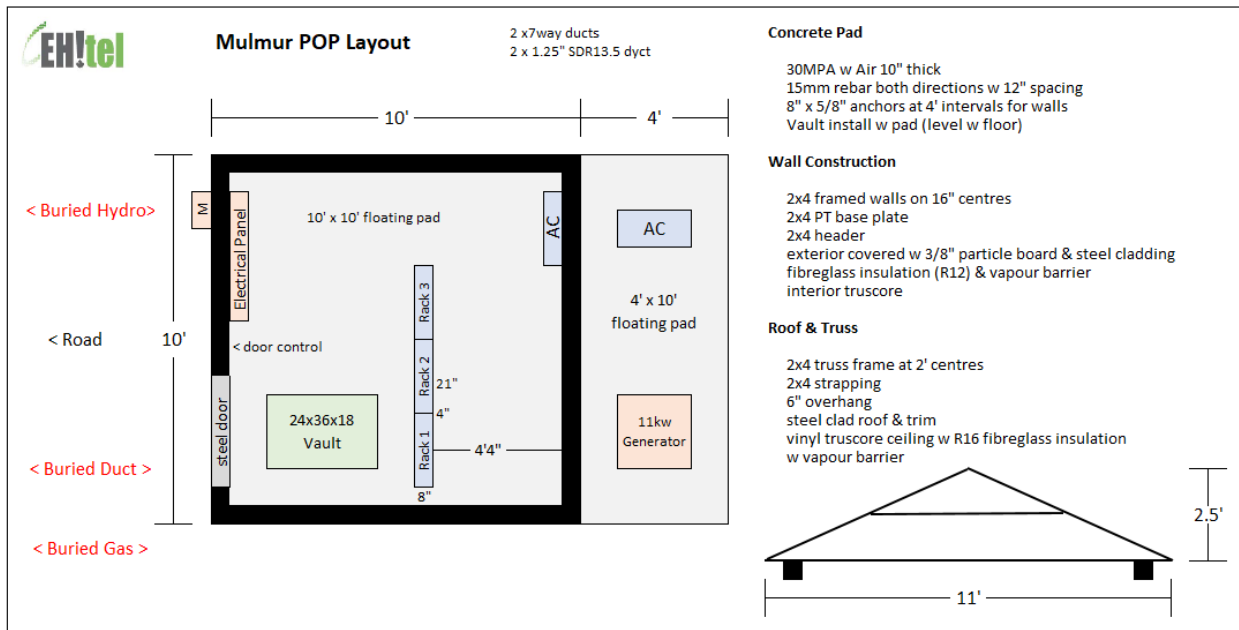
POP door is facing the road. Approximately a 12-foot buffer between the concrete pad and the North property line (1m South of the existing underground hydro line). Approximately a 8-foot buffer between the concrete pad and the property line at the road.

EHI!tel logo and phone number published on door. 3 outdoor security cameras, 1 interior camera and placard notifying "video surveillance" placed on the pop.

Exterior Color Scheme:

- Roof – White steel cladding
- Walls – Grey steel cladding
- Trim – White

Typical Layout below.



## Electrical Requirements

Contractor to supply and install as follows:

- Site Layout from Hydro One Networks
- 100amp metered service.
- Split Air Conditioner, 20amp circuit – indoor/outdoor units
- 11KW generator and auto-mated transfer switch.
- Switched 2 LED 4ft lights – ceiling
- 30 amp twist lock receptacle – ceiling above rack
- 15 amp receptacles – next to door + two on ceiling above rack
- LED exterior light low impact facing down.



**STAFF REPORT**

**TO:** Council  
**FROM:** Heather Boston, Treasurer  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** Fire Invoice- Request for Reconsideration

---

**PURPOSE:**

The purpose of this report is to present Council with the request for reconsideration surrounding a fire call attended by the Mulmur-Melancthon Fire Department on April 4, 2021.

**BACKGROUND:**

On September 1, 2021 Council received a delegation from Rhonda Jackman regarding an invoice for a 40-50 acre grass fire at 598588 2<sup>nd</sup> Line W that occurred on April 4, 2021.

Following the delegation Council passed the following motion:

**Moved by Clark and Seconded by Cufaro**

THAT Council upholds the charges associated with the grass fire located at 598588 2<sup>nd</sup> Line West in accordance with By-Law #18-14;

AND THAT Council allow the Township Treasurer to coordinate a payment plan if necessary.

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro	Y	
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	

**CARRIED.**

**ANALYSIS:**

Township staff entered into a payment extension agreement with the homeowner following Council's decision. Regular monthly payments of \$286.27 commenced on January 15, 2022.

On March 16, 2022, staff received a letter requesting reconsideration.

**STRATEGIC PLAN ALIGNMENT:**

1. Growing a Prosperous Mulmur: Responsibly managing the fiscal resources of Mulmur and providing opportunities for success.

**FINANCIAL IMPACTS:**

If Council were to waive the costs associated with responding to this fire call, the costs would be recovered through general tax levies and show as an operational expense to the Mulmur-Melancthon Fire Department.

**RECOMMENDATION:**

THAT Council receives the report of Heather Boston, Treasurer, Fire Invoice: Request for Reconsideration;

AND THAT Council uphold the decision made on September 1, 2021 and the charges associated with the grass fire located at 598588 2<sup>nd</sup> Line West.

Respectfully submitted,

*Heather Boston*

Heather Boston, Treasurer

Schedule A – Extension Agreement

Schedule B - September 1, 2021, Council Minutes and Staff Report



**CORPORATION OF THE TOWNSHIP OF MULMUR**

**Extension Agreement**

**BETWEEN:** The Corporation of the Township of Mulmur  
hereinafter called the "Municipality"

-and-

RHONDA JACKMAN  
hereinafter called the "Owner"

**WHEREAS** the Owner is in arrears on account 01904 described in Schedule "A" hereto  
"Property");

**AND WHEREAS** the Municipality is authorized to enter into an extension agreement;

**IN CONSIDERATION** of the mutual covenant hereinafter set out, the parties agree as  
follows:

1. Cancellation Price

The Owner shall pay the Cancellation Price in accordance with the provisions of  
Schedule "B" hereto.

2. Time for Payment

The Municipal extends the time for payment of the Cancellation Price in accordance with  
the provisions of Schedule "B".

3. Amending Agreement

At any time prior to termination, the parties may enter into an agreement, amending this  
Agreement.

4. Default in Payments

Upon default in making payments set out in Schedule "B", the Municipality may declare  
this Agreement terminated by sending a letter to the Owner to the address on file 598588  
2<sup>nd</sup> Line W, Mulmur, ON L9V 0B6. Ten days after the mailing of that declaration, and if  
no Amending Agreement has been entered into, termination shall be deemed to have  
occurred. Termination shall be conclusively proven by the affidavit of the Treasurer of  
the Municipality.



5. Termination of Agreement

Upon termination, the Agreement (together with any Amending Agreement) shall cease to be a subsisting agreement, and the Municipality shall immediately transfer the full balance to the Property taxes under the *Municipal Act*, 2001, without any reference to the provisions of this Agreement of any Amending Agreements.

6. Payment by Other Person

Notwithstanding any provisions of this Agreement, the parties acknowledge that, subject to the provisions of the *Municipal Act*, 2001, any person may pay the Cancellation Price at any time; and further that this Agreement terminates upon payment of the Cancellation Price by any person.

7. Costs

The costs of this Agreement and the costs of any proceedings pursuant to the Agreement shall form part of the Cancellation Price. The costs shall include the internal administrative costs of the Municipality and the external solicitor-and-client costs.

8. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representation, warranties, promises, covenants or undertakings other than those herein expressly set forth.

9. Severability

The unenforceability of any part of this Agreement shall not render the rest of the Agreement unenforceable.

10. Modification

No waiver or modification of any of the terms in this Agreement shall be valid unless in writing and signed by the parties hereto.

11. Time

Time shall be of the essence hereof.

12. Interpretation

The headings of the sections and the paragraphs of this Agreement are for convenience of reference only and do not form part hereof and in no manner modify, interpret, or construe the Agreement between the parties hereto.



**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

Roll No. 22 16 000 006 19700 0000, 598588 2<sup>nd</sup> Line W, CON 3 W E PT LOT 30,  
Township of Mulmur, County of Dufferin

**SCHEDULE "B"**

**PAYMENT SCHEDULE**

Payment shall be made no later than the dates shown and in the amounts no less than shown, but may be made in advance of the dates and in larger amounts than shown. Interest shall be recalculated in the event of accelerated payments. The Municipality shall allocate the payments first on account of interest, then on account of additional expenses and costs, and finally on account of outstanding taxes.

<b>Date of Scheduled Payments</b>	<b>Amount of Minimum Payments</b>
One payment of \$286.27 due on January 15, 2022	\$286.27
Payments of \$286.27 on the 15th day of each month commencing on February 15, 2021	\$286.27
Final scheduled payment of June 25, 2025	Balance of Cancellation Price \$286.27

“Cancellation Price” means an amount equal to all the account receivable arrears owing at any time in respect of land together with all current real property taxes owing, interest and penalties thereon and all reasonable costs incurred by the municipality and may include,

- (a) legal fees and disbursements,
- (b) and any other costs incurred by the Municipality in relation to this agreement.

Annual interest rate	15.00%
Loan term (in mths)	42
Payments per year	12
Loan amount	9310

Period	Payment	Interest	Principal	Balance	Date
1	(\$286.27)	(\$116.38)	(\$169.90)	\$9,140.10	15-Jan-22
2	(\$286.27)	(\$114.25)	(\$172.02)	\$8,968.08	15-Feb-22
3	(\$286.27)	(\$112.10)	(\$174.17)	\$8,793.91	15-Mar-22
4	(\$286.27)	(\$109.92)	(\$176.35)	\$8,617.56	15-Apr-22
5	(\$286.27)	(\$107.72)	(\$178.55)	\$8,439.00	15-May-22
6	(\$286.27)	(\$105.49)	(\$180.79)	\$8,258.22	15-Jun-22
7	(\$286.27)	(\$103.23)	(\$183.05)	\$8,075.17	15-Jul-22
8	(\$286.27)	(\$100.94)	(\$185.33)	\$7,889.84	15-Aug-22
9	(\$286.27)	(\$98.62)	(\$187.65)	\$7,702.18	15-Sep-22
10	(\$286.27)	(\$96.28)	(\$190.00)	\$7,512.19	15-Oct-22
11	(\$286.27)	(\$93.90)	(\$192.37)	\$7,319.82	15-Nov-22
12	(\$286.27)	(\$91.50)	(\$194.78)	\$7,125.04	15-Dec-22
13	(\$286.27)	(\$89.06)	(\$197.21)	\$6,927.83	15-Jan-23
14	(\$286.27)	(\$86.60)	(\$199.68)	\$6,728.15	15-Feb-23
15	(\$286.27)	(\$84.10)	(\$202.17)	\$6,525.98	15-Mar-23
16	(\$286.27)	(\$81.57)	(\$204.70)	\$6,321.28	15-Apr-23
17	(\$286.27)	(\$79.02)	(\$207.26)	\$6,114.03	15-May-23
18	(\$286.27)	(\$76.43)	(\$209.85)	\$5,904.18	15-Jun-23
19	(\$286.27)	(\$73.80)	(\$212.47)	\$5,691.71	15-Jul-23
20	(\$286.27)	(\$71.15)	(\$215.13)	\$5,476.58	15-Aug-23
21	(\$286.27)	(\$68.46)	(\$217.82)	\$5,258.76	15-Sep-23
22	(\$286.27)	(\$65.73)	(\$220.54)	\$5,038.22	15-Oct-23
23	(\$286.27)	(\$62.98)	(\$223.30)	\$4,814.93	15-Nov-23
24	(\$286.27)	(\$60.19)	(\$226.09)	\$4,588.84	15-Dec-23
25	(\$286.27)	(\$57.36)	(\$228.91)	\$4,359.93	15-Jan-24
26	(\$286.27)	(\$54.50)	(\$231.77)	\$4,128.15	15-Feb-24
27	(\$286.27)	(\$51.60)	(\$234.67)	\$3,893.48	15-Mar-24
28	(\$286.27)	(\$48.67)	(\$237.61)	\$3,655.87	15-Apr-24
29	(\$286.27)	(\$45.70)	(\$240.58)	\$3,415.30	15-May-24
30	(\$286.27)	(\$42.69)	(\$243.58)	\$3,171.72	15-Jun-24
31	(\$286.27)	(\$39.65)	(\$246.63)	\$2,925.09	15-Jul-24
32	(\$286.27)	(\$36.56)	(\$249.71)	\$2,675.38	15-Aug-24
33	(\$286.27)	(\$33.44)	(\$252.83)	\$2,422.55	15-Sep-24
34	(\$286.27)	(\$30.28)	(\$255.99)	\$2,166.56	15-Oct-24
35	(\$286.27)	(\$27.08)	(\$259.19)	\$1,907.36	15-Nov-24
36	(\$286.27)	(\$23.84)	(\$262.43)	\$1,644.93	15-Dec-24
37	(\$286.27)	(\$20.56)	(\$265.71)	\$1,379.22	15-Jan-25
38	(\$286.27)	(\$17.24)	(\$269.03)	\$1,110.19	15-Feb-25
39	(\$286.27)	(\$13.88)	(\$272.40)	\$837.79	15-Mar-25
40	(\$286.27)	(\$10.47)	(\$275.80)	\$561.99	15-Apr-25
41	(\$286.27)	(\$7.02)	(\$279.25)	\$282.74	15-May-25
42	(\$286.27)	(\$3.53)	(\$282.74)	(\$0.00)	15-Jun-25

# SCHEDULE B



## COUNCIL MINUTES September 1, 2021 9:00AM

Council Present: Mayor Horner, Deputy Mayor Hawkins, Councillors Boxem, Clark and Cufaro

Staff Present: Tracey Atkinson - CAO, Heather Boston, Treasurer, John Willmetts - Director of Public Works, Roseann Knechtel - Deputy Clerk

### 9.0 DEPUTATIONS AND INVITATIONS

#### 9.1 Rhonda Jackman – Fire Call Billing (9:10am)

Mayor Horner welcomed Rhonda Jackman to the meeting. Rhonda Jackman spoke to the fire that occurred over Easter weekend and explained that the family was clearing a spot for a pool by burning the grass. Jackman confirmed that water was put around the outside of the fire and left unattended to resume building a chicken coop.

Mulmur-Melancthon Fire Chief Mathew Waterfield was in attendance and spoke to the fire call. The 40-50 acre grass fire required mutual aid from three (3) departments. The fire encroached on the neighbouring farms, and farmers also participated in suppressing the fire. Chief Waterfield was unable to determine if the garbage in the pictures was being burnt during this fire or during previous fires. Chief Waterfield confirmed that extinguishing agent was not present.

Township Treasurer, Heather Boston spoke to the costs to the Mulmur-Melancthon Fire Department. Boston explained the invoice can be claimed through personal insurance and confirmed that costs for mutual aid is not included in the costs of the billing.

Jackman confirmed they did not have an extinguisher, had burned garbage previously and was not aware of the Township's bylaws.

Mayor Horner thanked Rhonda Jackman for her time.

#### **Moved by Boxem and Seconded by Clark**

THAT Council receives the delegation from Rhonda Jackman.

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro	Y	
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	

**CARRIED.**

### 11.0 TREASURY

**11.1 Fire Call Billing Report**

Discussion ensued regarding payment accommodations and personal liability insurance.

**Moved by Clark and Seconded by Cufaro**

THAT Council upholds the charges associated with the grass fire located at 598588 2<sup>nd</sup> Line West in accordance with By-Law #18-14;

AND THAT Council allow the Township Treasurer to coordinate a payment plan if necessary.

	<b>Yea</b>	<b>Nay</b>
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro	Y	
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	

**CARRIED.**



## **STAFF REPORT**

**TO:** Council  
**FROM:** Roseann Knechtel, Deputy Clerk  
**MEETING DATE:** September 1, 2021  
**SUBJECT:** Fire Call Billing

---

### **PURPOSE:**

The purpose of this report is to provide background information to a fire call attended by the Mulmur-Melancthon Fire Department on April 4, 2021.

### **BACKGROUND:**

At 14:53 on April 4, 2021 the Mulmur-Melancthon Fire Department received a 911 call for a 40-50 acre grass fire at 598588 2<sup>nd</sup> Line West.

Firefighters arrived on scene at 15:00. The fire was attended by 15 personnel from the Mulmur-Melancthon Fire Department. A total time of 3 hrs 36 mins was spent extinguishing the fire, with a grand total of 54 (Mulmur-Melancthon) staff hours being utilized.

Mutual aid was required from the following departments:

- Shelburne & District Fire Department (pumper, tanker, fire fighters and Chief Officer)
- Clearview Fire Department (tanker, fire fighters, Chief Officer)
- Adjala/Tosorontio Fire Department: Everett (tanker, Chief Officer)

Deputy Fire Chief Waterfield (now Chief) spoke with the homeowner who stated a pile of garbage was being burned, when they returned into the home. Shortly after they noted the grass fire and notified 911. Homeowner was advised of the contravention of the Bylaw by burning garbage and leaving it unattended. The homeowner was advised that a possible fine/charge could be levied.

Photographs of the fire damage can be found as Schedule A.

### **ANALYSIS:**

The invoice for the fire is broken down as follows:

Squad 44 - 3.5hrs @ \$665/hr



Pumper 41 - 3.5hrs @ \$665/hr  
Tanker 43 - 3.5hrs @ \$665/hr  
Rescue 42 - 3.5hrs @ \$665/hr  
**GRAND TOTAL: \$9,310.00**

By-law #18-14 regulates the setting of open-air fires and prevents the spreading of fires in the Township (Schedule B). By-law #18-14 states:

9. Should the Fire Chief(s) or his/her designate find that a fire has been started/set and does not conform to the provisions of this by-law and/or could pose a safety hazard or concern, the Treasurer of the Township of Mulmur shall be notified in writing and the Township of Mulmur shall invoice the property owner for the cost of any firefighting equipment, personnel and/or clean-up costs required as designated in the Fire Department Tariff of Fees.

**STRATEGIC PLAN ALIGNMENT:**

1. Growing a Prosperous Mulmur: Responsibly managing the fiscal resources of Mulmur and providing opportunities for success.

**FINANCIAL IMPACTS:**

The property owner has the ability to claim/recover the costs associated with the grass fire (minus any deductible) through personal insurance.

The charges invoiced are in accordance with the Township's cost recovery fees & charges. Fire calls are only billed back to property owners when the Fire Chief(s) finds that a fire was started/set contrary to regulations set out in By-law #18-14, as noted above in section 9 of the By-law.

If Council were to waive the costs associated with responding to this fire call, the costs would be recovered through general tax levies and show as an operational expense to the Mulmur-Melancthon Fire Department.

**RECOMMENDATION:**

THAT Council upholds the charges associated with the grass fire located at 598588 2<sup>nd</sup> Line West in accordance with By-law #18-14;

AND THAT Council allow the Township Treasurer to coordinate a payment plan if necessary.

Respectfully submitted,

*Roseann Knechtel*

Roseann Knechtel, Deputy Clerk









































**CORPORATION OF THE TOWNSHIP OF MULMUR**  
**BY-LAW NO. 18-14**

**BEING A BY-LAW TO REGULATE THE SETTING OF OPEN AIR FIRES AND  
TO PREVENT THE SPREADING OF FIRES IN THE TOWNSHIP OF MULMUR**

**WHEREAS** the Ontario Fire Code, Ontario Regulation 213/07, 2.6.3.4 (1) provides that open air burning shall not be permitted unless approved, or unless such burning consists of a small, confined fire, supervised at all times, and used to cook food on a grill or a barbeque;

**AND WHEREAS** the *Fire Prevention and Protection Act*, 1997, S.O. 1997, c.4, as amended, that a Council of a municipality may pass by-laws regulating fire prevention, including the prevention of spreading of fires and regulating the setting of open air fires, including establishing the times during which open air fires may be set;

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

1. Every person setting, permitting to be set, maintaining, or permitting to be maintained, an open air burn authorized under any section of this by-law shall comply with all the conditions set out herein.
2. Every person shall have read and understand the provisions of this By-law and if the person setting the fire is not the owner of the land, the owner shall ensure that the person setting the fire or is responsible for the fire has read and understands the provisions of this By-law.
3. Every person shall comply with the following regulations:
  - A. The fire must be under constant supervision, have an extinguishing agent on hand and be under control from the time of lighting until it is totally extinguished;
  - B. The fire must be located no closer than 15 metres, (50 feet), from any building, structure, hedge, fence, road or overhead wire or obstruction of any kind;
  - C. There must be a space free and clear of combustible material around the perimeter of such fire of at least 4.5 metres, (15 Feet);
  - D. A fire shall not be burned during periods of dry conditions or drought or when a prohibition has been declared pursuant to Section 11 of this by-law;
  - E. A fire shall not be burned when the wind velocity exceeds 16 k.p.h. (10 m.p.h.);
  - F. The dimension of a fire shall not exceed 3 metres, (10 feet), in diameter or 2 metres, (6 feet), in height for rural properties;

- G. The dimension of a fire shall not exceed 1 metre, (3 feet), in diameter or 2 metres, (6 feet), in height for urban properties;
  - H. Fires shall be set only during daylight hours;
  - I. The burning of tires, materials such as paint, asphalt material, chemical wastes or any other materials considered to create excessive smoke or any materials that the Ministry of the Environment states can not be burned is prohibited;
  - J. All persons setting open fires shall be totally responsible and liable for any damage to property occasioned by the said fire, and
  - K. All persons setting open fires may be liable for the cost of any fire fighting equipment and personnel necessary and called in to extinguish the said fire, if conditions of this by-law are not complied with.
4. Small, confined fires and contained camp fires used for cooking are permitted but must comply with the following regulations:
- 1. Such fires shall be located no closer than 6 metres, (20 feet), from any building, structure, hedge, fence, road or overhead wire or obstruction of any kind;
  - 2. Such fires shall not exceed 1 metre, (3 feet), in diameter or 1 metre, (3 feet), in height and be contained;
  - 3. Sections 3 (b), (f), (g) (h) shall not apply to fires burned pursuant to this section; and
  - 4. All other sections/subsections of this by-law shall apply
5. This By-Law shall not apply to portable barbecue appliances.
6. In the event any person proposes to start or set a fire which is larger than the maximum size provided in Section 3 or 4, such person shall contact the Fire Chief, or his/her designate, to request a site inspection. If the Fire Chief or his/her designate deems it necessary to conduct an on site inspection, a fee according to the Fire Department Tariff of Fees By-law shall apply. The Fire Chief or his/her designate may or may not authorize the fire to be ignited, subject to such conditions as the Fire Chief or his/her designate may impose, issued in writing. The person requesting permission for this authorization shall comply with all provisions of this by-law.
7. Any fire authorized under this By-Law must not in any way cause discomfort, danger, irritation or create a nuisance for other residents of the Township of Mulmur and must comply with all relevant provisions of the *Environmental Protection Act*, R.S.O. 1990, Chapter E. 19.
8. The Fire Chief(s) or his/her designate is authorized to order any person to extinguish any fire or to cause such fire to be extinguished when there is a breach of any of the provisions of this By-Law or where, in his/her opinion, there is a



danger of such fire spreading or otherwise endangering life or property and the person shall comply with any such order.

9. Should the Fire Chief(s) or his/her designate find that a fire has been started/set and does not conform to the provisions of this by-law and/or could pose a safety hazard or concern, the Treasurer of the Township of Mulmur shall be notified in writing and the Township of Mulmur shall invoice the property owner for the cost of any firefighting equipment, personnel and/or clean-up costs required as designated in the Fire Department Tariff of Fees.
10. Should the fees as stated in Section 9, not be paid within 30 days, the Treasurer may place these costs on the property, to be collected in the same manner as taxes.
11. The Fire Chief(s) or his/her designate may declare a total prohibition against outdoor burning when in his/her opinion atmospheric conditions or local circumstances make such fires hazardous and every person shall comply with such prohibition.
12. The Fire Chief(s) or his/her designate appointed by the Township of Mulmur are hereby authorized to enforce the provisions of this By-Law.
13. Should any section, paragraph, clause or provision of the By-law be held by a court or competent jurisdiction to be invalid, the same shall not affect the validity of the remainder of the By-law.
14. Mulmur Township By-Law No. 10-2004 is hereby repealed.
15. This By-Law shall take effect and come into force on the passing thereof.

Read a FIRST and SECOND time this 2 day of July, 2014.

Read a THIRD time and finally passed this 2 day of July, 2014.

  
.....  
MAYOR

  
.....  
CLERK.



## STAFF REPORT

**TO:** Council  
**FROM:** Tracey Atkinson, CAO/Clerk/Planner  
Heather Boston, Treasurer  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** NDCC Board of Management

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### PURPOSE:

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

### BUDGET ANALYSIS:

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

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

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

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

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



**FINANCIAL IMPACTS:**

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

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

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

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

**VACANCY ANALYSIS:**

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

**Moved by Boxem and Seconded by Clark**

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

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

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

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

**CARRIED.**

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

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

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

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

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

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDATION:**

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

AND THAT Council supports the NDCC motion in principle;

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

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

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

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

Respectfully submitted,

*Tracey Atkinson*

Tracey Atkinson, CAO/Clerk/Planner

*Heather Boston*

Heather Boston, Treasurer

Schedule A – NDCC Motion

Schedule B – Keith Lowry Resignation Letter

## SCHEDULE A



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



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

## SCHEDULE B

**Roseann Knechtel**

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**Subject:** FW: Resignation from the Board of Management

**From:** Keith Lowry

**Date:** March 30, 2022 at 3:49:05 PM EDT

**To:** [jhorner@mulmur.ca](mailto:jhorner@mulmur.ca), [dfunston@melancthontownship.ca](mailto:dfunston@melancthontownship.ca)

**Subject: Resignation from the Board of Management**

This email is my formal statement of resignation from the Board of Management of the North Dufferin Community Centre.

As first a councillor and then a Mulmur community representative it has been both an honour and a pleasure to work with the other members of the Board. However I now feel that I should step away from this work to allow fresh perspectives and new voices to lead the Board forward.

I want to commend the Tupling family, Bert and Chester, for their commitment, support, contributions and leadership in their almost sixty years of involvement with the NDCC.

As Council representatives both Dave Besley and Patty Clark have proved their value both to the Board and to their Councils, and in Patty's case her leadership in assessing and promoting the broader issue of recreation across the township.

The Board has benefitted from the involvement and investment of Donna Funston and Heather Boston in their roles. I give extra points to Donna for her ability to wrangle cats (oops, convene meetings) and to capture the essence of my various motions and comments.

I appreciated the statements from both Mayors, Janet Horner and Darren White, in their assurances of support for the future of the NDCC.

It is my firm belief that only a community-biased, community-based and user-informed Board will ensure the viability and vibrancy of the North Dufferin Community Centre to the benefit of both residents of and visitors to our region.

Keith Lowry



## STAFF REPORT

**TO:** Council  
**FROM:** Roseann Knechtel, Deputy Clerk  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** Municipal Register of Historical Properties

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### PURPOSE:

The purpose of this report is to advise Council of a request for inclusive on Mulmur's Register of Historical Properties.

### BACKGROUND:

As per Section 27 of the Ontario Heritage Act, the Township is required to keep a current, publicly accessible register of properties of cultural heritage value or interest situated in the municipality.

In 2012 Council passed By-law 15-2012 to establish a Heritage Committee. As part of the Committee's terms of reference members were tasked with preparing a list or registry of properties and areas of historic interest for Council's approval.

On October 1, 2014 Council received the recommendations from the Heritage Committee and passed the following motion:

**Motion #189-14 Hayes-Hawkins:** That Council appreciates the hard work and effort put forth by the Mulmur Heritage Committee to develop the 1<sup>st</sup> Historical Register.

Therefore Council will enter the list of historical properties put forth by the Mulmur Heritage Committee to a historical registry. **CARRIED.**

Mulmur's Municipal register of Historical Properties does not contain designations under Part IV or Part V of the Ontario Heritage Act, but does include properties of cultural heritage value or interest.

Including non-designated properties in the municipal register is a means to identify properties that have cultural heritage value or interest to the community. It also acts as a tool in planning for the conservation of heritage properties by providing interim protection from demolition. The municipal register of historical properties:

- Recognizes properties of cultural heritage value or interest in the community.
- Demonstrates a municipal council’s commitment to conserve cultural heritage resources.
- Enhances knowledge and understanding of the community’s cultural heritage.
- Provides a database of properties of cultural heritage value or interest for land use planners, property owners, developers, the tourism industry, educators and the general public.
- Is consulted by municipal staff when reviewing development proposals or permit applications.
- Provides interim protection from demolition

For properties included on the municipal register, interim protection from demolition is provided under the Ontario Heritage Act. Owners of such properties must give the council of the municipality at least 60 days notice in writing of their intention to demolish or remove a building or structure on the property or to permit the demolition or removal of the building or structure. This allows time for the municipality to decide whether to begin the formal designation process under Part IV or Part V of the Ontario Heritage Act.

**ANALYSIS:**

A request for inclusion on Mulmur’s Register of Historical Properties has been received from the following property:

ROLL NUMBER	221600000111200
OWNER	MACLACHLAN IAN MACLACHLAN FAY
STREET ADDRESS	588299 COUNTY RD 17
LEGAL DESCRIPTION	CON 7 E W PT LOT 11 RP 7R2052 PART 1

The letter of request and supporting documentation can be found as Schedule A.

Historical Information surrounding “The Manse” can be found as Schedule B.

**STRATEGIC PLAN ALIGNMENT:**

4. Growing a Sustainable Mulmur: Being Proactive in Sustainable Initiatives to ensure the long term well being of Mulmur (includes Resources/Financial/People).

**FINANCIAL IMPACTS:**

None.

**RECOMMENDATION:**

THAT Council receives the report of Roseann Knechtel, Deputy Clerk, Municipal Register of Historical Properties;

AND THAT Council approve the inclusion of 588299 COUNTY RD 17, being Concession 7 East, West Part Lot 11 RP 7R2052 Part 1.

Respectfully submitted,

*Roseann Knechtel*

Roseann Knechtel, Deputy Clerk

Schedule A – Letter of Request: 588299 COUNTY RD 17

Schedule B – Historical Information and Images

Schedule C – Mulmur’s Municipal Register of Historical Properties



## SCHEDULE A

### Roseann Knechtel

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**Subject:** FW: Mulmur: Register of Properties of Historical interest  
**Attachments:** IMG\_20210718\_183859.jpg; IMG\_20210718\_181944.jpg

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**From:** Fay Maclachlan  
**Sent:** Tuesday, March 1, 2022 12:49 PM  
**Subject:** Mulmur: Register of Properties of Historical interest

You don't often get email from [maclachlanfay@gmail.com](mailto:maclachlanfay@gmail.com). [Learn why this is important](#)

Hi,

My husband and I purchased a home here in Mulmur in November 2021, which was the former Manse associated with the United Church in Mansfield. It was built in 1926. Our address is 588299 County Road 17, Mulmur L9V 0S7. We visited the MoD before we moved in and did research on the home - we absolutely love it and it has quite a storied history in the community. We've met several community members and neighbours who remember coming to this home with their families on Sundays after church and they have shared stories about visiting the Reverend here in the 50's and 60's. The church burned down in 1967, it was located 3 properties west of our house, there is a residential bungalow located there now.

I have attached photos of our home and we would like our property to be included in the Register of Properties of Historical Interest in Mulmur.

Looking forward to hearing from you,

Kind regards,

Fay Maclachlan

**SCHEDULE B**

The Manse

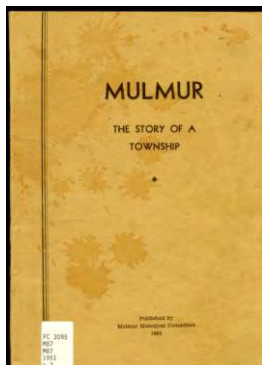
588299 County Road 17

Mulmur, Ontario



Current Owners: Ian and Fay Maclachlan

The Manse is mentioned in his publication from 1951. The house was built in 1903. It was originally referred to as “the Parsonage” but it is now commonly referred to as “The Manse”. I have attached a digital file of this book in my email.



## MULMUR—THE STORY OF A TOWNSHIP

51

the south side of Tenth Sideroad of Mulmur. The church was originally called Bethel, then became known as Gallagher Church, and later as Perm. This church was taken down in 1926, and the window frames were used in the church at Mansfield.

Perm church was originally part of the Horning's Mills circuit, along with Honeywood, Lavender and Whitfield. About 1895 the charge was transferred to the Rosemont circuit. The other churches in this circuit were Jennings Church, Mount Pleasant on the Sixth Line one mile north of Mansfield, Mount Zion (Violet Hill), and Mulmur Church on the Fifth Line.

→ Mount Pleasant church was built in 1873 on one-half acre of land given by Thomas Gallagher. Under Rev. Percy Peacock, Mount Pleasant, Perm, Gennings and Mulmur churches were formed into a circuit independent of Rosemont. A parsonage for this new circuit was built at Mansfield in 1903.

→ During Rev. Mr. Bailey's ministry, Mount Pleasant church, Perm and Gennings were closed and the congregation worshipped in the Orange Hall in Mansfield. Then Gennings and Perm churches were opened until they were torn down and the materials were used in building the church in Mansfield.

Work on the Mansfield church began in September, 1925, and the dedication services were held on Easter Sunday, 1926.

### MOUNT ZION AND MULMUR CHURCHES

Prior to the year 1869, the increasing population necessitated the erection of a church for the people around Violet Hill. A controversy arose between the people on the east and west side of Violet Hill when a suitable church site could not be chosen. The result was that two churches were built— one on the second lot of the Fifth Line known as Mulmur Church and the other on the west side of the village known as Mount Zion Church.

Both of these churches were included in the Rosemont circuit. The first Mulmur Church was a log building but a new church was built in 1875. This church continued to operate until 1936 when it was united with Mount Zion. In this year Mount Zion Church came into the Mansfield charge of the United Church of Canada. It remains yet in that circuit.



1926



MANSFIELD UNITED CHURCH

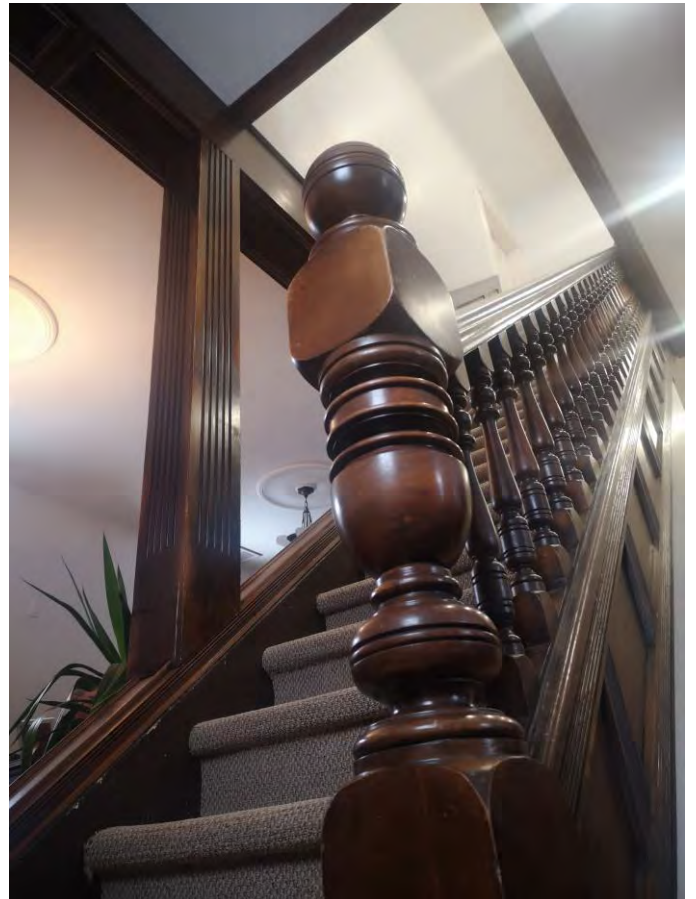


THE PARSONAGE - MANSFIELD

Photos in the Manse in 2022



Original Stairway woodwork  
is intact.



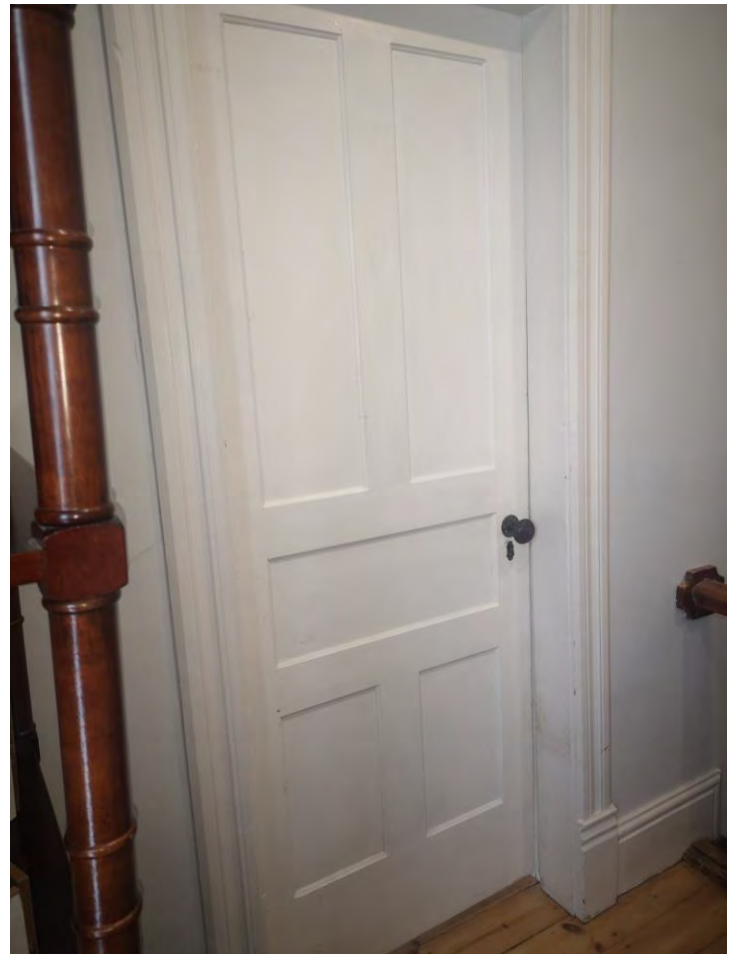


Original pine flooring from 1903 has been restored throughout the 2<sup>nd</sup> floor hallway, bedrooms and closets.





All original doors on the 2<sup>nd</sup> floor.



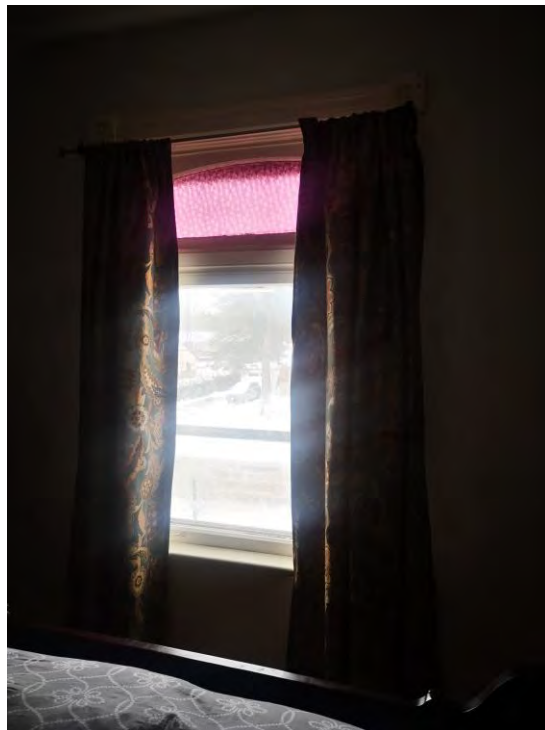


All the original doors are still on the 2<sup>nd</sup> floor. The skeleton key has stayed with the house for 119 years and still works in all of the original door hardware and locks

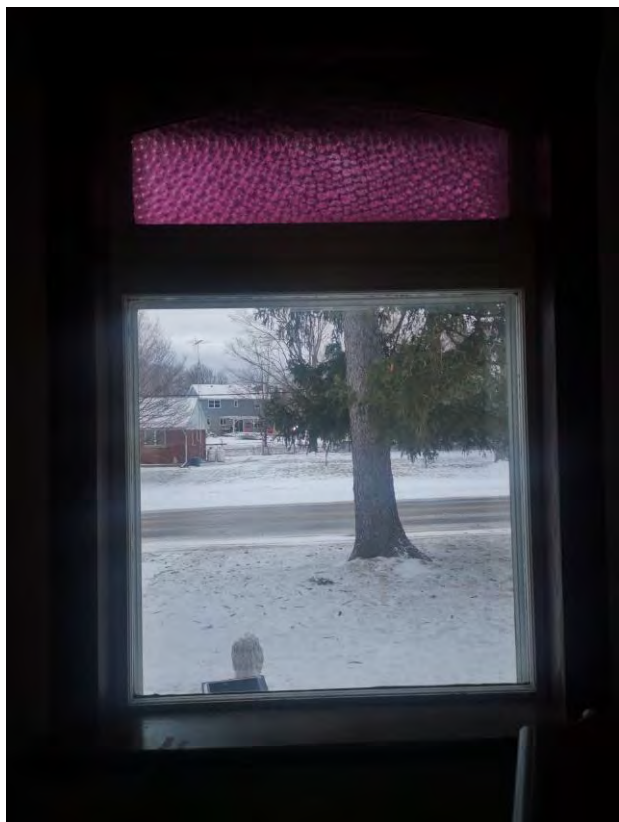




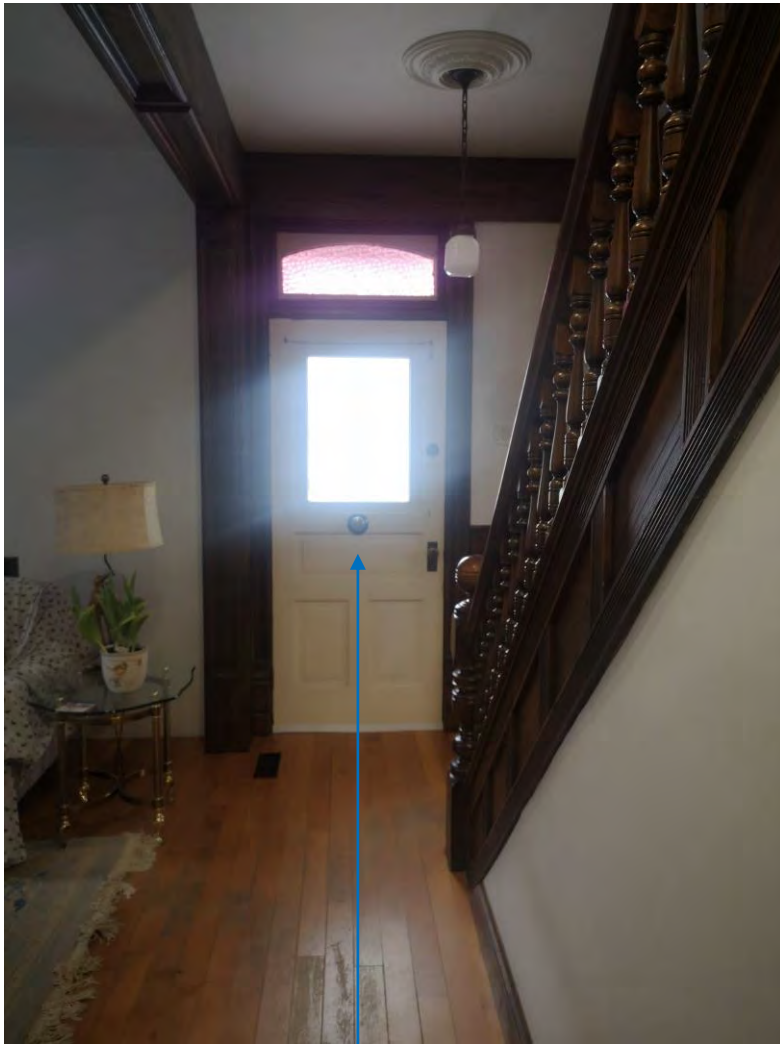
All the front windows are the original sash windows.  
All front windows in the house and over the front door have original coloured glass intact



View from the second floor Front Windows



View from the first floor Front Windows



The front door is the original one installed in 1903. It has beautiful wood trim and the original brass doorbell. It still works, you just turn it and it sounds amazing, much like a bicycle bell!

Inside of the front door.  
Here is the doorbell.



Outside of the front door.  
Here is the dial to turn the doorbell.



Photos outside of the Manse in 2022





Photos outside of the Manse in 2022



This is a photo of the east side of the home and the Barn behind. The ground floor of the barn still has all original barnwood, 2 horse stalls and metal rings inside and outside of the walls where they would tie the horses up.

# Correspondence from John and Isabel Ireland who were involved with the United Church in Mansfield. Isabel was a long standing member of the United Church Women (UCW)

**From:** John Ireland  
**Date:** March 23, 2022 at 5:35:22 PM EDT  
**To:** Ruth Brown  
**Subject:** Re: United Church Manse

Hi Ruth. You can tell her I have no photos of the inside of the former Mansfield United Church Manse. Yes, it was built in 1926, the year after Church Union...Methodist and the Presbyterian Churches joined to become the United Church of Canada.

We do have stories visiting there, by memory goes back to November 1963 when I was invited to attend a UCW meeting at the Manse. At that time our minister was Rev. Charles Milton, he & his wife Iris, & children lived in the Manse. I presume the Museum of Dufferin has been contacted, and view the Mansfield Women's Institute Tweedsmuir History which holds much Mansfield community history. Just prior to the Mulmur Township Centennial Celebration's in 1951, and again for Canada's Centennial in 1967 much history was put together for the Tweedsmuir History, including photos...do not remember inside photos being part of the collection.

I have one album of Ministers going back to 1925, but it is part of the Mansfield United Church Pastoral Charge Archives. At the moment I am the "archivist" for Trinity Centennial United Church which also holds the earlier books. Some have archival material has been donated to the MOD, but I am afraid some is still with me hoping that more can be added. I would not lend the books, but we could possibly come up with a plan.

John could share many stories verbally about some of the ministers whom he remembers over the years...his memory would likely go back to about 1944. Prior to this we would have to read some old notes.

Perhaps John could be contacted this evening at our home phone number, and he would take a trip down Memory Lane.

I could not see the name on the attachment...can assume the person searching for information is the present owner. I might be able to contact two former ministers. Also I am trying to remember the name of the family who purchased the Manse in the 1980's I believe.

Enjoy your research. Isabel Ireland.

I will share one memory...my first visit to the Manse. When I walked in the first time the "foot print" of this beautiful stately square brick home touched my emotions. I soon realized that it was so similar to the home which I was raised in. The first thing I noticed, the rooms were smaller, and after taking more glances around the home I realized there was only one staircase. I did not let on to anyone that I was going down memory lane all by myself while I was getting to know my new church family (I moved to Mulmur June 1963). When I returned home to share with John, I believe my heart was still pounding...yes, you are right I hit a moment of being "home sick/lonesome). John soon pointed out that my home (built 1905) was built for a farm family, possibly larger family and the second staircase took you to the hired man's room...that is right. Just sharing. i.i.

**John Ireland**  
to me

Thu, Mar 24, 8:02 PM (6 days ago) ☆ ↶ ⋮

We appreciate the opportunity to share memories of the former United Church Manse. We did enjoy our times there, usually a meeting, but also sometimes church meetings. I also remember being part of the "cleaning bee" as we cleaned after one family left, and prepare to welcome the next minister & his family.

If you want memories I am sure we could get in touch with one young man, Daryl Edwards, who was about 6 years old at the time the church burned. His father was a student minister, Rev. Ray Edwards. Rev. Edwards was seeking a second career from Chiropractor to Ministry. Daryl did love the Mansfield community and speaks so lovingly of his time at Mansfield. He & his wife attended the 50th Anniversary of Trinity Centennial United Church in June 2017, he was thrilled to be with us on the special Anniversary.

Wishing you all the best. Isabel & John (Ireland).

When you attend Council the one member of Council who was raised in the Mansfield community is Deputy-Reeve Earl Hawkins & he will certainly remember the church & when your home was The United Church Manse. i.i.

**SCHEDULE C****REGISTER OF CULTURAL HERITAGE PROPERTIES**

Wednesday, December 14, 2016

ROLL NO.	LEGAL DISCRIPTION	ADDRESS	DESCRIPTION
#1-066	Con. 7 E, E 1/2 PT Lot 1	956046 7th Line	St. Lukes Anglican Cemetery
#1-135	CON 7 E W PT LOT 5	936291 Airport Road	Olde Stanton Store
#1-136	CON 7 E W PT LOT 5	936289 AIRPORT ROAD	
#1-24	CON 6 E PT LOT 17 RP7R1306 PT PART 1	648157 17TH SIDEROAD	Foxingham Farms
#1-263	Con. 6 E, W 1/2 PT Lot 2	5th Line	Mulmur Pioneer Cemetery
#1-306	Con. 5 E, W 1/2 PT Lot 10	4th line & 10 S/R	Perm Cemetery
#2-0185	Con. 4 E, E 1/2 PT Lot 2	836084 4th Line	Campbell Pioneer Plot (Private)
#2-071	CON 1 E E PT LOT 2	716092 1ST LINE E	
#2-076	CON 1 W PT LOT 1	507023 HIGHWAY 89	
#3-01	CON 3 E W PT LOT 8	756473 2ND LINE E	
#1-033	CON 8 E E PT LOT 14 E PT LOT 15 DES INC RP7R925 PT 4	628589 15 SIDEROAD	SYNNOTT COTTAGE
#3-131	Con. 1 W, E PT Lot 6	Centre Rd.	Primrose Presbyterian Cemetery
#3-137	Con. 1 W, E 1/2 PT Lot 10	Centre Rd.	Methodist Cemetery
#3-140	Con. 1 W, E PT Lot 11	677002 Centre Rd.	Whitfield Anglican Cemetery
#3-172	CON 1 W W PT LOT 5	636321 PRINCE OF WALES RD	SS #9
#4-084	Con. 6 E, E 1/2 PT Lot 32	Mulmur/Nottawa Twl	Banda United Cemetery
#5-09	CON 3 E W PT LOT 20	667294 20 SIDEROAD	Terra Nova Public House
#5-23	CON 1 W E PT LOT 16	606437 River Road	Kilgorie School
#6-11	CON 2 W W PT LOT 26 706149	706149 County Road 21	Honeywood School
#6-221	CON 3 W W PT LOT 17 RP7R3242 PART 1	557417 MULMUR MELANCTHON TL	





## **REPORT TO COUNCIL**

**TO:** COUNCIL  
**FROM:** Tracey Atkinson, Planner  
**Meeting Date:** April 6, 2022  
**Subject:** Land Needs Analysis and Settlement Expansion

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### **PURPOSE:**

The purpose of this report is to advise Council on the status of the County's Land Need's Assessment and engage with the County related to the expansion of settlements.

### **BACKGROUND:**

Letter attached from the Dufferin County Director of Development & Tourism, dated February 28, 2022.

The following motion was approved by Mulmur Council on February 2, 2022, and forwarded to the County.

**THAT the Council of the Township of Mulmur will consider an expansion to the settlement boundary of Mansfield,**

**AND FURTHER THAT Mulmur requests clarification from the County of Dufferin regarding the necessary studies, timing and financial matters related to completing the settlement expansion as part of the current Municipal Comprehensive Review project.**

### **ANALYSIS:**

The County's is seeking information related to the Township's intent and existing documentation related to settlement expansion. Each of the information requests are detailed below.

- 1. How do the projections outlined in the LNA meet with your vision of the community over the next 10, 20, and 30-year periods (i.e. would the community like to exceed growth projections, or are the projections too aggressive, etc.)?**

As per the Township's motion, of February 2, 2022, the Township of Mulmur has expressed an interest in accommodating the growth projected through the Land Needs Analysis, and recognize that full accommodation of such growth would require an expansion to the settlement boundary.

- 2. Are servicing expansions planned that would ensure continued uninterrupted growth?**

Mansfield is the Township's largest settlement hamlet, and is the only settlement with a municipal water system. It is noted that a full build-out of the existing settlement area is anticipated to require an additional well and additional storage capacity. While the Township has not commissioned any engineering studies regarding expanding water services and infrastructure, it is understood that such infrastructure could be planned and developed without impacting the rate of growth.

- 3. Are there constraints (or opportunities) to land development or servicing that should be additionally considered?**

The Township is not aware of any significant development or servicing constraints. The Township currently has three wells and one water tower servicing Mansfield. The Township recognizes that there are prime agricultural lands and rural lands abutting the current boundary. It is noted that current provincial servicing hierarchy policies may be a limited factor.

- 4. What efforts has your Municipality taken (or plans to take) that would increase the speed at which development can take place (i.e. zoning to permit more as-of-right development)?**

The Township of Mulmur has commenced its Official Plan update and Conformity Review. An Ad Hoc Planning Advisory Committee was struck, and staff have facilitated eight topic specific roundtables. The Township of Mulmur's strategic plan includes removing red-tape.

- 5. For Municipalities where the LNA outlines a need for an expansion to settlement boundaries, can you outline the specific geography where you'd like to see those expansions take place (or would be best suited)?**

Mansfield is the Township's largest settlement hamlet and is the only settlement with a municipal water system. It is appropriate for Mansfield to be the focus of future growth for this reason. The specific lands in proximity to be considered should be informed through appropriate technical studies which have not been commissioned to date.

**RECOMMENDATION:**

THAT Council receive the Land Needs Analysis and Settlement Expansion report of Tracey Atkinson, COA/Clerk/Planner and direct staff to forward the report and motion to the County of Dufferin.

Respectfully Submitted;

*Tracey Atkinson*

Tracey Atkinson, BES MCIP RPP  
CAO/Clerk/Planner



February 28, 2022

Tracey Atkinson, CAO  
Township of Mulmur  
758070 2nd Line E, Mulmur, ON  
L9V 0G8

Dear Tracey,

Dufferin County's Land Use Planning consultants, WSP, have completed a Land Needs Analysis (LNA) as part of the Municipal Comprehensive Review (MCR) process. A draft summary of the findings were presented to Dufferin County Council on October 14, 2021.

The final report was circulated to the Planners of Dufferin group on January 20, 2022, presented to the Dufferin County's Community Development and Tourism Committee on January 27, 2022, and then to Council on February 10, 2022. The Committee and Council received the report with the understanding that Municipalities would be engaged prior to the start of the public consultation process.

Following this Municipal engagement, the next step in the MCR process will see both public consultation and a drafting of the Conformity Report. As per the Province of Ontario, the Conformity Report is to be approved by County Council and submitted to the province no later than July 2022 for ministerial review.

To meet this timeline, we're requesting feedback from your Municipality as soon as possible and no later than March 31, 2022. Any information you're able to share on the LNA would be greatly appreciated. We would also welcome responses – and any supporting documentation – to the following key questions:

1. How do the projections outlined in the LNA meet with your vision of the community over the next 10, 20, and 30-year periods (i.e. would the community like to exceed growth projections, or are the projections too aggressive, etc.)?
2. Are servicing expansions planned that would ensure continued uninterrupted growth?
3. Are there constraints (or opportunities) to land development or servicing that should be additionally considered?
4. What efforts has your Municipality taken (or plans to take) that would increase the speed at which development can take place (i.e. zoning to permit more as-of-right development)?
5. For Municipalities where the LNA outlines a need for an expansion to settlement boundaries, can you outline the specific geography where you'd like to see those expansions take place (or would be best suited)?

Our hope is that your completed response (barring any information you may need to provide in confidence) received Council support by way of an approved motion.



We're happy to meet with senior representatives and your Municipal planning staff if you wish to discuss this further.

Should you have any questions, please contact me.

Kind regards,

*Cody Joudry*

Cody Joudry  
Director of Development & Tourism  
(519) 942-7618  
[cjoudry@dufferincounty.ca](mailto:cjoudry@dufferincounty.ca)

Sent only by email: [tatkinson@mulmur.ca](mailto:tatkinson@mulmur.ca)





## STAFF REPORT

**TO:** COUNCIL  
**FROM:** Tracey Atkinson, Planner  
**MEETING DATE:** April 2, 2022  
**SUBJECT:** Second Dwelling Securities

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### PURPOSE:

The purpose of this report is to provide Council with the template second dwelling agreement and high-light proposed changes.

### BACKGROUND & DISCUSSION:

At the regular Council meeting on March 2, 2022 the following motion was passed:

#### **Moved by Cufaro and Seconded by Clark**

THAT Council reconsider the July 8, 2020 motion to require security deposits in the amount of \$5,000 for second dwelling agreements;

AND THAT future securities for second dwellings be considered on a site specific basis to address concerns of the Township, its consultants or agencies;

AND THAT staff be directed to return any securities currently being held to secure construction and where the Township is not aware of any non-compliance.

AND FURTHER THAT staff be directed to bring a template agreement back to Council for consideration;

### ANALYSIS:

All second dwelling site plan agreements require Council approval. Staff will review applications and draft a site plan agreement for consideration by Council. The attached template agreement is used to provide consistency and a framework. Individual circumstances, including the development layout as well as past construction activities may result in additional special conditions and securities being added to a draft site plan agreement.

Council has the authority, upon reviewing any site specific draft site plan agreement, to direct staff to add/remove/change securities and any of the conditions in the draft agreement.

The template agreement clauses have been reorganized and updated to include the following:

- Clause 3 – Timing and Revoking of Approvals: Clarity that permits ARE revoked if not commenced within ONE year opposed to may be revoked, and provides a specific date increasing transparency.
- Clause 5 – Development Charges: to provide consistency with new legislation that allows for collection for new single (principal) units and not accessory or basement units.
- Clause 6 - Lists out the requirements for building permits, including that securities are in place and that the agreement is registered on title before the Township consents to the release of the building permit. Also added a section requiring a Change of Use permit, if applicable for illegal conversions.
- Clause 12 – Release of Securities: New section listing triggers for the release of security, including engineer inspection, final/occupancy permit or an affidavit of the owner certifying completion and compliance.
- Schedule D – Securities: updated and reorganized to clarify securities may be taken for on-site and off-site works and for illegal work conformity. It also includes provisions related to back taxes for illegal conversions if applicable.

**STRATEGIC PLAN ALIGNMENT:**

1. Growing a Prosperous Mulmur: Responsibly managing the fiscal resources of Mulmur and providing opportunities for success

**FINANCIAL IMPACTS:**

The Township budgets for enforcement services. Securities are intended to be collected in special circumstances, prior illegal activity/construction or where enforcement is foreseeable.

**RECOMMENDATION:**

THAT Council receive the report of Tracey Atkinson, Second Dwelling Securities;

AND THAT Council direct staff to utilize the Template Second Dwelling Agreement.

Respectfully submitted,

*Tracey Atkinson*

Tracey Atkinson, Planner, BES MCIP RPP

Schedule A – Template Second Dwelling Agreement

**SITE PLAN DEVELOPMENT AGREEMENT**

THIS AGREEMENT MADE THIS  X  DAY OF  X .

BETWEEN:  XX   
 (hereinafter called the "Owner") OF THE FIRST PART,

-and-

THE CORPORATION OF THE TOWNSHIP OF MULMUR  
 (hereinafter called the "Municipality") OF THE SECOND PART,

-and-

XX   
 (hereinafter called the "Encumbrancer") OF THE THIRD PART

**WHEREAS** the Owner represents that it is the registered owner of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

**AND WHEREAS** under the powers of a natural person, the Municipality has the authority to enter into an agreement;

**AND WHEREAS** this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990 and Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. **Dwelling Terminology**  
 The Owner acknowledges and agrees that the accessory structure is capable of being used and meets the definition of an Additional Single Dwelling, under the definitions of the Township's Comprehensive Zoning By-law, 28-2018, as amended.
  
2. **Construction in Accordance with Plans & Prohibition**  
 Unless otherwise approved by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule "B" attached hereto and the conditions contained in Schedule "C" attached hereto. The Owner hereby agrees that no development or redevelopment will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the "Site Development Plans"), or, where authorized, approved by a delegate of Council, through a Municipal Approval in contemplation of a Building Permit.  
 No further development of residential dwelling units or accommodations or additions to create dwelling units to same shall be permitted without an amendment to this agreement.
  
3. **Timing and Revoking of Approvals**  
 It is understood and agreed that if construction or legal conversion is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval pursuant to the terms of this Agreement and in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality hereby revokes the approval, and any future approvals will be considered based on the merits of the application and policies and regulations in effect at the time of resubmission.  
 Where development has occurred illegally, without a building permit, a change of use permit is required to legally convert the building from the use that was originally approved through a building permit to a residential use.

For greater clarity, this agreement and the approval of a second dwelling is revoked if a building permit has not been issued and construction (or renovation) commenced by \_\_\_\_\_

4. **Construction**

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

5. **Development Charges**

Development Charges shall be due in accordance with Schedule "C", which shall be indexed annually, and as more particularly set out in Schedule "C" attached hereto.

6. **Building Permits**

Notwithstanding the provisions of this Agreement, the Owner and the Encumbrancer hereby acknowledge that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- (a) all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with;
- (b) any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency are not in default;
- (c) all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- (d) all property taxes with respect to the Lands have been paid in full.
- (e) all fees and securities are in place in accordance with Schedule "D"
- (f) this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

The Owner shall apply for municipal approval and a building permit or change of use permit if applicable, for any conversion to a building or structure or changes from the original approved building/drawings.

7. **Septic Permit**

The Owner agrees to permit the Additional Single Dwelling and waste disposal systems to be inspected by the County Building Inspector and agrees to undertake any and all work necessary to bring the Additional Second Dwelling up to legal safety standards to the satisfaction of the Building Inspector.

8. **Emergency Number**

The Owner agrees to apply for an Emergency Number for the new *Additional Single Dwelling*, thereby having a separate emergency number for each dwelling unit.

9. **Fire Inspection**

The Owner agrees to request and permit a fire inspection of the second dwelling unit at the appropriate time, which in all instances must be prior to occupancy.

10. **Costs**

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include, if applicable, a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands. The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

11. **Security**

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services and in such amounts as specified in Schedule "D", attached to and forming part of this agreement. Notwithstanding anything else herein contained,

the Owner hereby agrees not to undertake any development or re-development or construction of any structures unless a building permit has been issued.

12. **Release of Security**

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement. The Township may accept an Engineer inspection, Final/Occupancy permit or an affidavit from the owner to provide certification of compliance, at the choice of the Township, and depending on the circumstances of the application.

13. **Default**

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;
- b undertake or complete any obligation of the Owner hereunder if the Owner fails to do so after reasonable prior notice thereof to the Owner by the Municipality;
- c enter upon the Lands through its servants or agents for any purpose whatsoever in connection with this Agreement;
- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

14. **Registration**

The Land Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed Agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

15. **Future Severances**

The Owner acknowledges and agrees that the *Additional Single Dwelling* has been permitted as an accessory use to the principal use on the Lands, and no severances for the purpose of separating the principal use from the *Additional Single Dwelling* will be permitted. The Owner further acknowledges and agrees not to make or allow a severance application to be made for these purposes, nor to contest their waiver of their rights to make an application to sever the principal use from the *Additional Single Dwelling*.

16. **Postponement**

The Encumbrancer hereby for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Lands pursuant to the Mortgage to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

11. **Indemnification by Owner**

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

17. **Right of Entry**

The Owner acknowledges and agrees that the Municipality and its authorized representatives have the right to enter upon the Lands or any part thereof, in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

18. **Successors and Assigns**

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns. The obligations of the Owner (if more than one) shall be joint and several.

19. **Invalidity**

The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an



integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

20. **Interpretation**

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Council of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the Schedules attached hereto shall apply.

21. **Notice**

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

Township: Township of Mulmur, 758070, 2nd Line East, Mulmur, Ontario, L9V 0G8;

Owner: at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

22. **Applicable Law**

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

23. **Special Conditions**

Special conditions concerning the development of the Lands are provided in Schedule "C", attached to and forming part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

SIGNED AND DELIVERED

In the presence of

this        day of                , 2022.

Authorized by By-law No \_\_\_\_\_  
passed on the \_\_ day of \_\_\_\_, 2022.

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
) OWNER:  
)  
)  
)  
)  
\_\_\_\_\_  
) OWNER:  
)  
) THE CORPORATION OF THE  
) TOWNSHIP OF MULMUR  
)  
)  
)  
)  
\_\_\_\_\_  
) MAYOR, JANET M HORNER  
)  
)  
)  
\_\_\_\_\_  
) CLERK, TRACEY ATKINSON  
)  
)  
)  
\_\_\_\_\_  
)  
) ENCUMBRANCER:

**SCHEDULE "A" - LANDS AFFECTED BY THIS AGREEMENT**

**Property Description**

CON \_\_\_\_ PT LOT \_\_\_\_ RP \_\_\_\_\_ PART \_\_\_\_

PIN:

**Encumbrances Registered Against the Lands (Herein referred to as the "Mortgage")**

Mortgage: \_\_\_\_\_

**SCHEDULE "B" - SITE DEVELOPMENT PLANS**

The following drawings shall constitute the Site Development Plans:

Site Development Plan	Prepared by	Dated
Site Plan		
Building Plans		

The drawings are available for review at the Township of Mulmur Municipal Offices at 758070 Second Line East, Mulmur, Ontario, L9V 0G8. A reduced version of the site plan and drawing excerpts and details are included as Part of Schedule "B".

**SCHEDULE "C" - SPECIAL CONDITIONS CONCERNING THE LANDS**

(None)

**SCHEDULE "D" - SECURITIES**

**Performance guarantee & Securities for on-site works & conformity from illegal works**

To secure the obligations of the Owner under this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$ \_\_\_\_\_

**Securities for off-site works**

To secure the obligations of the Owner under this Agreement and to cover costs of the Municipality which may be incurred to Township of infrastructure owned by others, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$ \_\_\_\_\_

**Development Charges:**

A non-refundable development charge shall be due in accordance with the Township's Development Charges By-law, as indexed annually.

\$ \_\_\_\_\_

**Back – Taxes (if applicable)**

The Owner hereby agrees to provide and the Township agrees to accept, without any further commitments, an amenity fee in accordance with Schedule "D", representing the approximate taxes that would have been

levied for the Additional Single Dwelling if it had been assessed since the date of its construction/conversion, in circumstances where the Additional Single Dwelling has not been included in the assessment of the Lands. The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

Back taxes shall be provided by either certified cheque or cash prior to the release of the municipal approval or certification of compliance.

\$ \_\_\_\_\_

TOTAL

\$ \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. X - 22**

**A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MULMUR TO  
ENTER INTO A SITE PLAN AGREEMENT**

**(OWNER NAME)**

WHEREAS the *Planning Act*, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

AND WHEREAS an application and site development plans have been submitted for lands described as XX, and Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Township's requirements;

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

1. That the Township enter into a site plan agreement substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Township's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

BY-LAW READ A FIRST AND SECOND AND THIRD TIME THIS X DAY OF X, 2022.

\_\_\_\_\_  
MAYOR, JANET HORNER

\_\_\_\_\_  
CLERK, TRACEY ATKINSON



**STAFF REPORT**

**TO:** COUNCIL  
**SUBJECT:** Tracey Atkinson, BES MCIP RPP  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** Firth/ Ferens Second Dwelling Agreement

**PURPOSE:**

To assess the provide background information related to a second dwelling application.

**BACKGROUND:**

FILE NO	SPA1-2022
ROLL NO	221600000200550
OWNER	Jim (James) Firth Samantha Ferens
ADDRESS	876156 5 <sup>th</sup> Line East
LEGAL DESCRIPTION:	Part Lot 5, Con 5 EHS
OFFICIAL PLAN:	Rural, Environmental Protection
ZONING:	Countryside Area (A), Environmental Protection
NEC/Greenbelt:	n/a
NVCA Regulated:	Yes – Concurrent application
Application Submission Date:	March 22, 2022
Public Meeting Date:	n/a

The subject lands are developed with a small heritage (undesignated) log cabin. The applicant proposed to construct a dwelling unit within a previously established building envelop agreement (04 - 2009). The development agreement provides for tree retention, driveway location. The agreement allows the cabin to be used for a dwelling until a new residence is constructed at which time it is to be converted to a guest cabin, accessory structure or demolished.

**STRATEGIC PLAN ALIGNMENT:**

4. Growing a Sustainable Mulmur: Being Proactive in Sustainable Initiatives to ensure the long term well being of Mulmur (includes Resources/Financial/People)



**FINANCIAL IMPACTS:**

Processing costs are generally covered by the application fee. Development Charges will be required as per the agreement and the Development Charges legislation.

**ANALYSIS:**

The follow is a summary of the policy implications:

<b>Planning Document</b>	<b>Policy Implications</b>
County Official Plan	The application is consistent with the County of Dufferin Official Plan. The County approved OPA#2 to facilitate second dwelling development on certain lands within the Township.
Mulmur Official Plan	The Official Plan provides for second dwellings, either attached or detached, as specified in each designation, and provides clarity to the terminology. The Official Plan permits the proposed form of second dwelling.
Provincial Policy Statement	The 2020 Provincial Policy Statement (PPS) contains broad policy direction and policy direction on housing. The application is consistent with the PPS. Recent Provincial direction includes increasing opportunities for secondary units and affordable house.
A Place to Growth	A Place to Grow contains policies on affordable housing and second units.
NEC/Greenbelt	N/A
NVCA Regulations	N/A
Agricultural Land Base	N/A
Natural Heritage System	No

**Zoning By-law**

The subject lands are zoned Countryside (A) and are permitted to have a second dwelling.

Section 3.15.1 of the Zoning provides that:

*“Where an additional single dwelling is permitted, such dwelling shall only be permitted where there is a site plan agreement between the owner and Township, and where such agreement includes buffering, servicing, separation distances and access.”*

The main dwelling and second dwelling would share a driveway. Servicing information is provided on the site plan drawing.

**AGENCY COMMENTS**

NVCA: application submitted for permit. Slope stability report and hazard assessment submitted.

Legal: to provide registration comments following Council agreement authorization

**RECOMMENDATION:**

It is recommended that this application be considered for approval by Council.

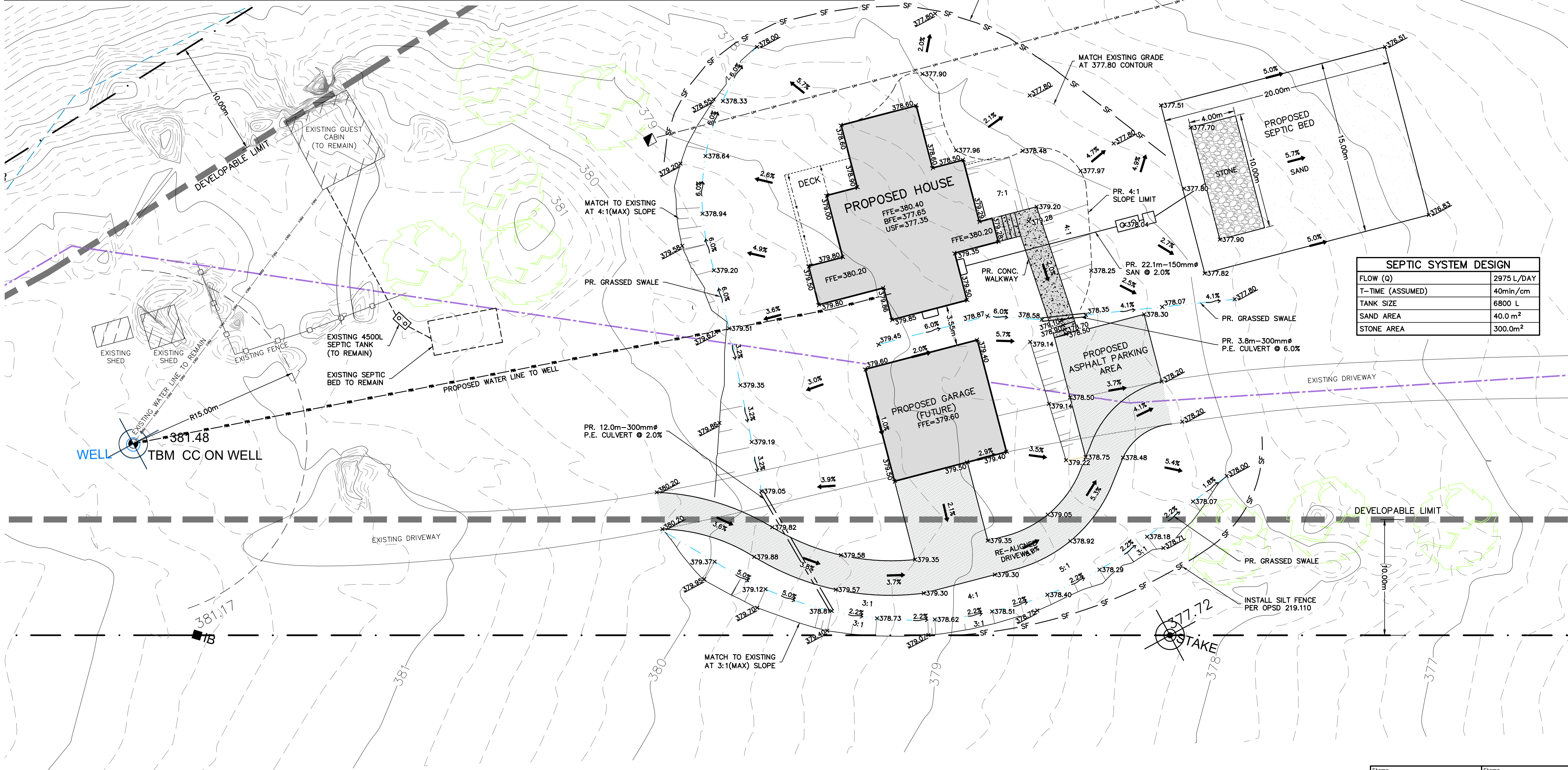
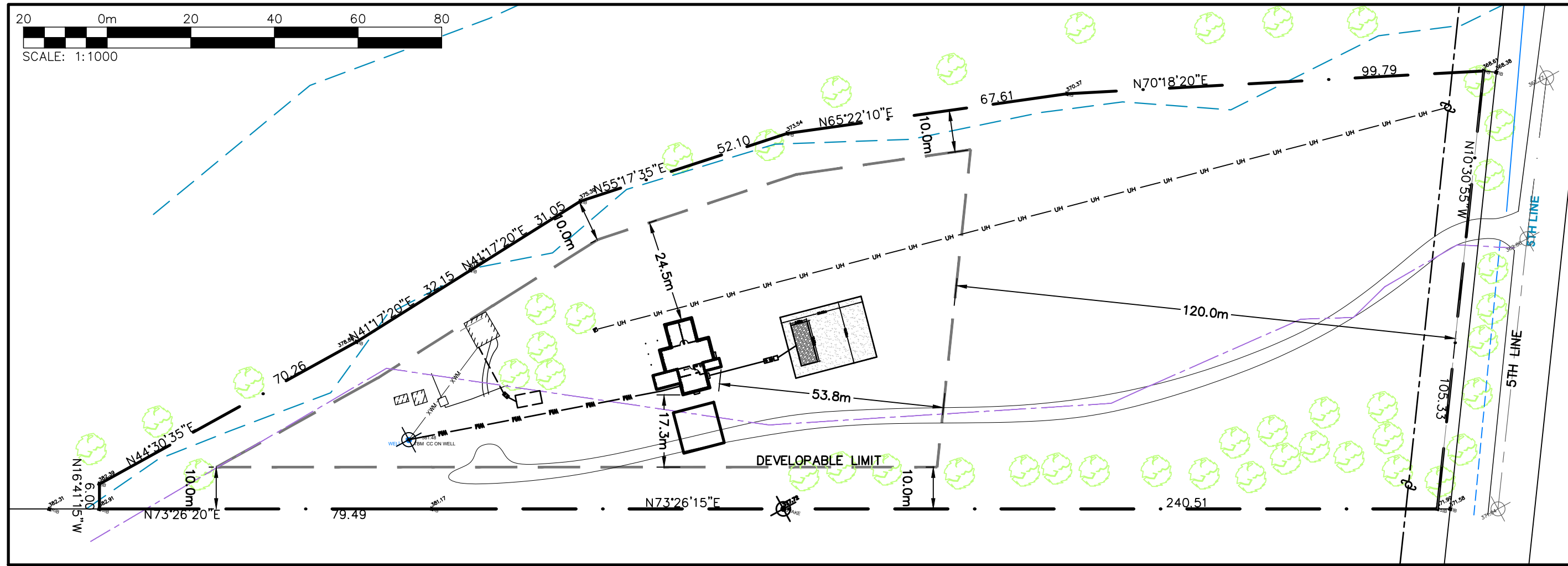
Respectfully submitted,

*Tracey Atkinson*

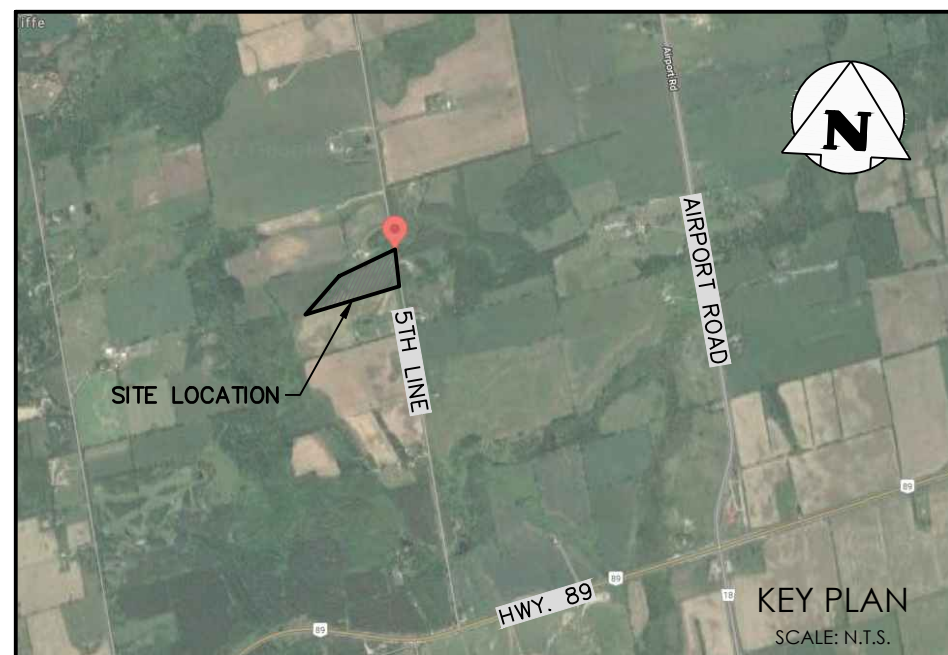
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Tracey Atkinson, BES MCIP RPP  
Planner





SEPTIC SYSTEM DESIGN	
FLOW (Q)	2975 L/DAY
T-TIME (ASSUMED)	40min/cm
TANK SIZE	6800 L
SAND AREA	40.0 m <sup>2</sup>
STONE AREA	300.0 m <sup>2</sup>



LEGEND	
	PROPERTY LINE
	EXISTING CONTOUR MJR (1.0m)
	EXISTING CONTOUR MNR (0.2m)
	EXISTING DITCH
	EXISTING FENCE
	EXISTING GRADE
	PROPOSED GRADE
	PROPOSED GRADE (TO MATCH EXISTING)
	PROPOSED MINOR FLOW DIRECTION
	PROPOSED GRASSED SWALE
	PROPOSED SLOPE (3:1 MAX.)
	DEVELOPABLE LIMIT
	NVCA REG. LIMIT & SLOPE EROSION HAZARD
	NVCA FLOOD HAZARD REG. LIMIT
	EXISTING ELECTRICAL TRANSFORMER
	SILT FENCE (OPSD 219.110)

1	ISSUED SITE PLAN APPROVAL	2022/FEB/07
0	ISSUED SITE PLAN APPROVAL	2021/JUN/24
No.	ISSUE / REVISION	YYYY/MM/DD

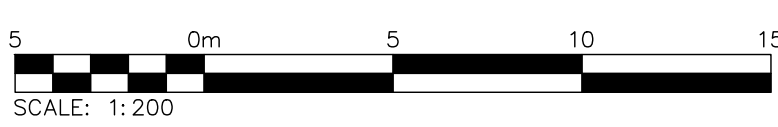
**ELEVATION NOTE:**  
ELEVATIONS SHOWN ON THIS PLAN ARE TIED TO THE SIMCOE COUNTY GIS ELEVATION MAPPING. ELEVATIONS DERIVED FROM NAD83-UTM ZONE 17N

**SURVEY NOTES:**  
DRONE SURVEY COMPLETED BY DRONE SURVEY CANADA. (2021/APR/11)  
REFERENCE No.: C6156 TOP-1a

**DRAWING NOTES:**  
THIS DRAWING IS THE EXCLUSIVE PROPERTY OF C.F. CROZIER & ASSOCIATES INC. AND THE REPRODUCTION OF ANY PART OF IT WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE IS STRICTLY PROHIBITED.  
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, AND DATUMS ON SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT. DO NOT SCALE THIS DRAWING. ALL EXISTING UNDERGROUND UTILITIES TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

Project  
**HAMPTONS NORTH ESTATE**  
876156 5th LINE  
TOWNSHIP OF MULMUR

Drawing  
**SITE GRADING PLAN**

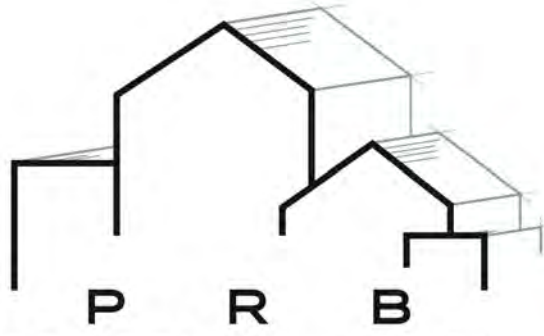
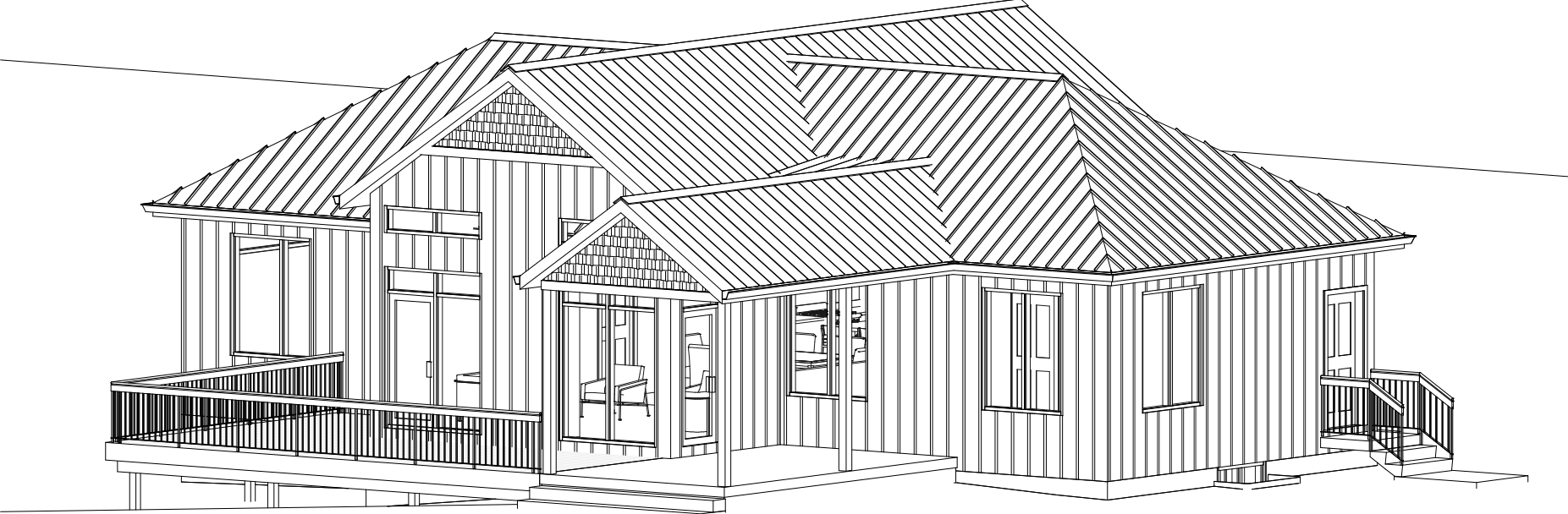
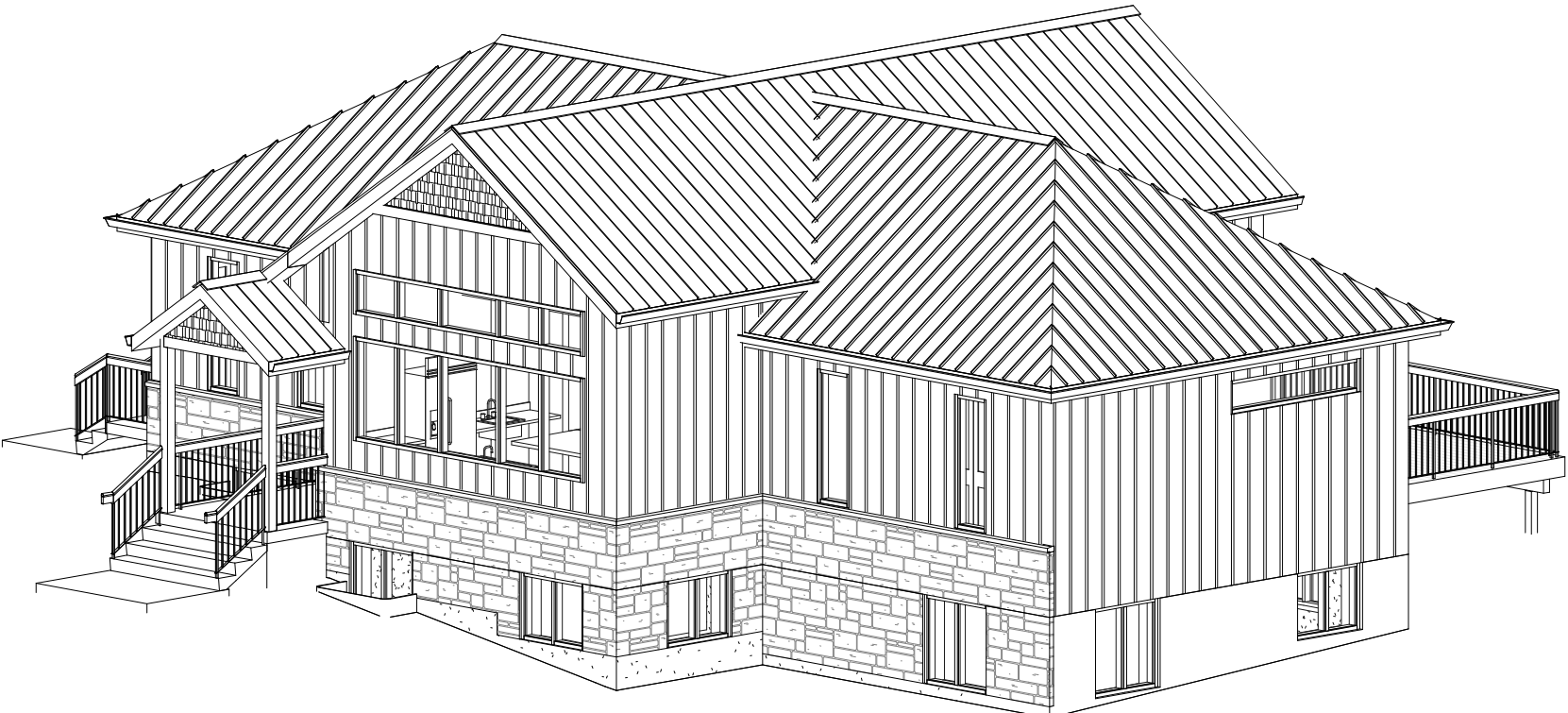


Stamp	Stamp	Stamp	Stamp
Drawn	S.C.	Design	S.C.
Check	K.J.F.	Check	K.J.F.
Project No.	2070-5934		Dwg.
Scale	1:200	C101	

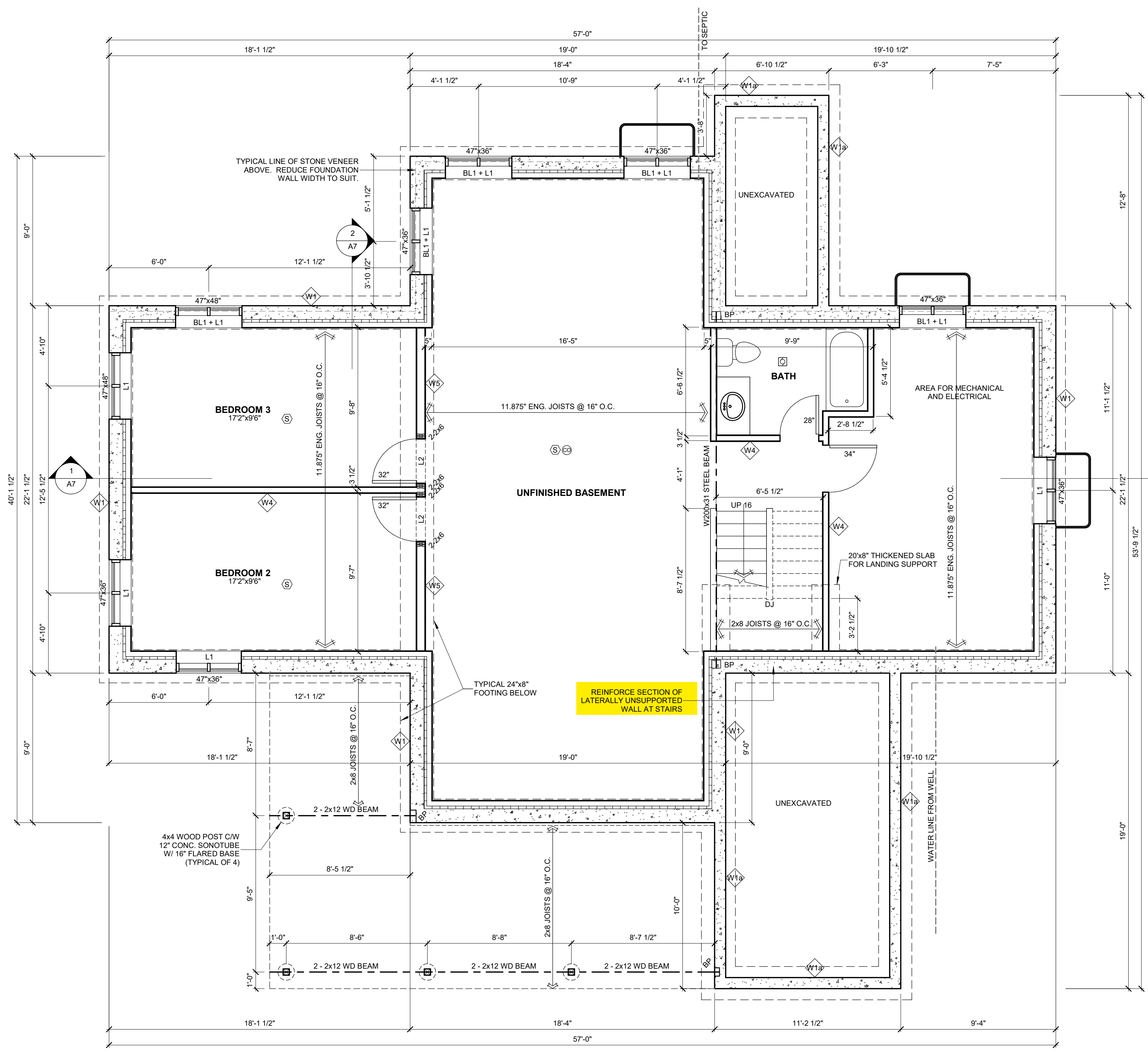


CUSTOM HOME FOR:  
**Firth-Ferens Residence**

876156 5th Line E, Mulmur, ON L9V 0J8



RESIDENTIAL DESIGN  
519.400.2261 | prbresidentialdesign@gmail.com  
www.prbresidentialdesign.com



- WALL TYPES LEGEND:**  
(BASED ON A1 COMPLIANCE PACKAGE, TABLE 3.1.1.2.A.)
- W1 DRAINAGE LAYER  
DAMP-PROOFING MEMBRANE  
10" CONCRETE FOUNDATION  
2" (R10) CONTINUOUS INSULATION  
2x4 WOOD STUDS @ 16" O/C  
3.5" (R12) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W2 STONE VENEER  
1" AIR SPACE  
BUILDING WRAP  
7/16" OSB SHEATHING  
2x6 STUDS @ 16" O/C  
5.5" (R24) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W3 PRE-FINISHED VERTICAL WOOD SIDING  
1x3 HORIZONTAL STRAPPING @ 24" O/C  
7/16" OSB SHEATHING  
2x6 STUDS @ 16" O/C  
5.5" (R22) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W4 1/2" GYPSUM BOARD  
2x4 STUDS @ 16" O/C  
1/2" GYPSUM BOARD (OPTIONAL 3" SOUND BATTS AT WASHROOMS)
  - W5 1/2" GYPSUM BOARD  
2x6 STUDS @ 16" O/C  
SOLID BLOCKING @ 48"  
1/2" GYPSUM BOARD

- DESIGN LOADS:**
- ROOF (LIVE): 2.88 kPa SNOW Part 9
  - ATTIC (LIVE): 0.5 kPa
  - ROOF (DEAD): 0.75 kPa
  - FLOOR (LIVE): 1.9 kPa
  - FLOOR (DEAD): 0.5 kPa
  - FLOOR (DEAD): 0.8 kPa (CERAMIC TILE)
- LEGEND:**
- EXHAUST FAN (MIN. 50 cfm min.)
  - SMOKE ALARM
  - CARBON MONOXIDE ALARM
  - BP BEAM POCKET
  - PL POINT LOAD
  - GT GIRDER TRUSS
  - SB SOLID BEARING (CUPPORTING MEMBERS SAME WIDTH AS ABOVE MINIMUM)

**STONE VENEER LINTELS:**  
OBC TABLE 9.20.5.2.B. (MIN. 6" END BRG.)  
BL1: 3.5" x 3.5" x 1/4" (7'-6" MAX. SPAN)

**LINTEL SCHEDULE:**

- L1 1-1.75" x 11.875" LVL 2.0E
- L2 2-2x8
- L3 2-2x10

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

Signature: *Philip R. Beuglet* Date: \_\_\_\_\_  
Designer: Philip R. Beuglet Date: \_\_\_\_\_  
BCIN: 22591 (Personal) BCIN: 31871 (Firm)



**BASEMENT FLOOR PLAN**

PROJECT  
**Firth-Ferens Residence**  
876156 5th LINE E., Mulmur, ON

PROJ NO.	2021-10
DATE	04/12/2021
DRAWN BY	PRB
CHECKED BY	PRB
SCALE	1/4" = 1'-0"
PLOTTED	5/26/2021 2:17:13 PM
DRAWING NUMBER	

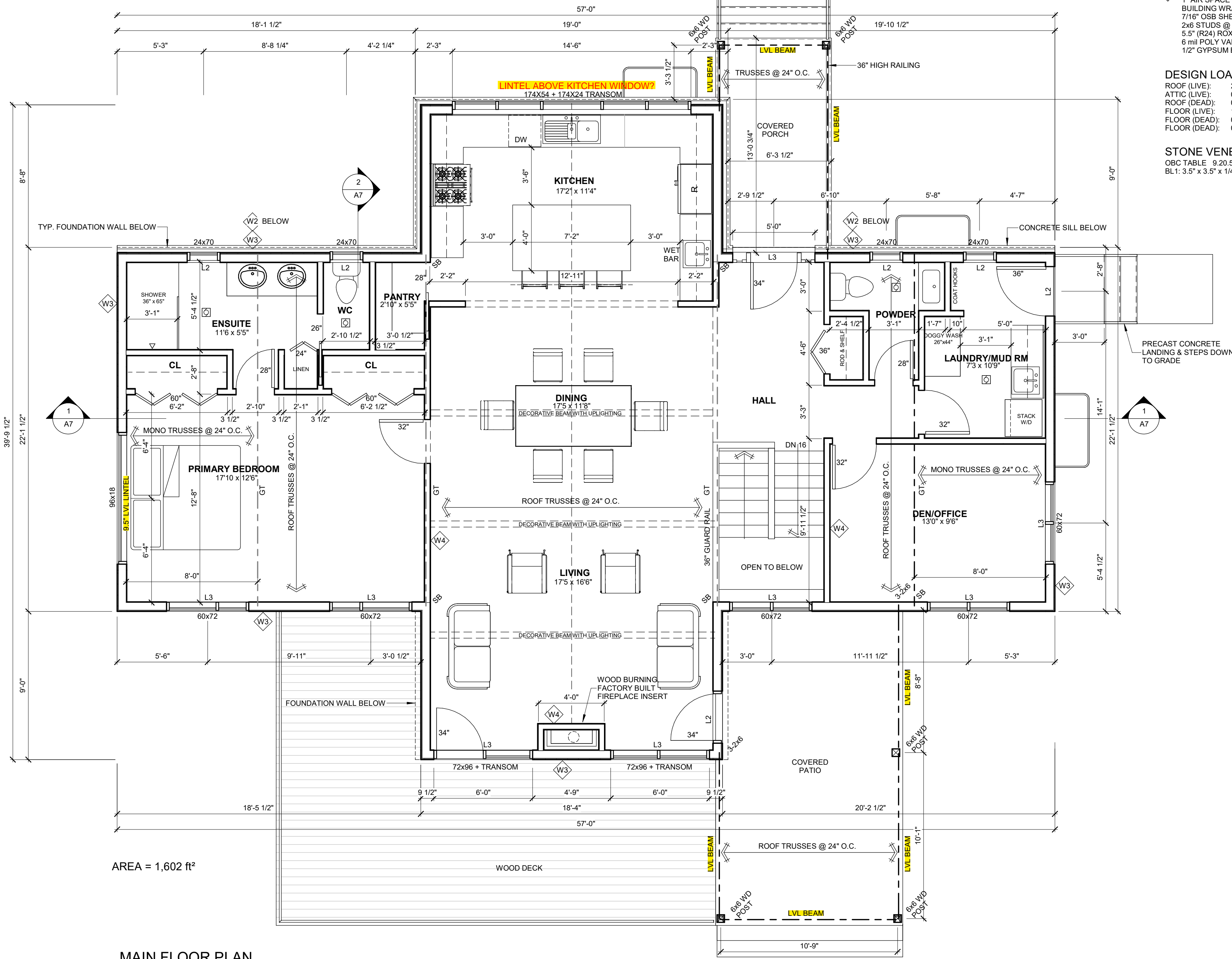
**BASEMENT FLOOR PLAN**  
1/4" = 1'-0"



- WALL TYPES LEGEND:**  
(BASED ON A1 COMPLIANCE PACKAGE, TABLE 3.1.1.2.A.)
- W1 DRAINAGE LAYER  
DAMP-PROOFING MEMBRANE  
10" CONCRETE FOUNDATION  
2" (R10) CONTINUOUS INSULATION  
2x4 WOOD STUDS @ 16" O/C  
3.5" (R12) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W2 STONE VENEER  
1" AIR SPACE  
BUILDING WRAP  
7/16" OSB SHEATHING  
2x6 STUDS @ 16" O/C  
5.5" (R24) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W3 PRE-FINISHED VERTICAL WOOD SIDING  
1x3 HORIZONTAL STRAPPING @ 24" O/C  
7/16" OSB SHEATHING  
2x6 STUDS @ 16" O/C  
5.5" (R22) ROXUL INSULATION  
6 mil POLY VAPOUR BARRIER  
1/2" GYPSUM BOARD
  - W4 1/2" GYPSUM BOARD  
2x4 STUDS @ 16" O/C  
1/2" GYPSUM BOARD  
(OPTIONAL 3" SOUND BATTS  
AT WASHROOMS)
  - W5 1/2" GYPSUM BOARD  
2x6 STUDS @ 16" O/C  
SOLID BLOCKING @ 48"  
1/2" GYPSUM BOARD

- DESIGN LOADS:**  
 ROOF (LIVE): 2.88 kPa SNOW Part 9  
 ATTIC (LIVE): 0.5 kPa  
 ROOF (DEAD): 0.75 kPa  
 FLOOR (LIVE): 1.9 kPa  
 FLOOR (DEAD): 0.5 kPa  
 FLOOR (DEAD): 0.8 kPa (CERAMIC TILE)
- STONE VENEER LINTELS:**  
 OBC TABLE 9.20.5.2.B. (MIN. 6" END BRG.)  
 BL1: 3.5" x 3.5" x 1/4" (7'-6" MAX. SPAN)
- LEGEND:**  
 EXHAUST FAN (MIN. 50 cfm min.)  
 SMOKE ALARM  
 CARBON MONOXIDE ALARM  
 BP BEAM POCKET  
 PL POINT LOAD  
 BP BEAM POCKET  
 GT GIRDER TRUSS  
 SB SOLID BEARING (CUPPORTING MEMBERS SAME WIDTH AS ABOVE MINIMUM)

- LINTEL SCHEDULE:**  
 L1 1-1.75" x 11.875" LVL 2.0E  
 L2 2-2x8  
 L3 2-2x10



AREA = 1,602 ft<sup>2</sup>

**MAIN FLOOR PLAN**  
1/4" = 1'-0"

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

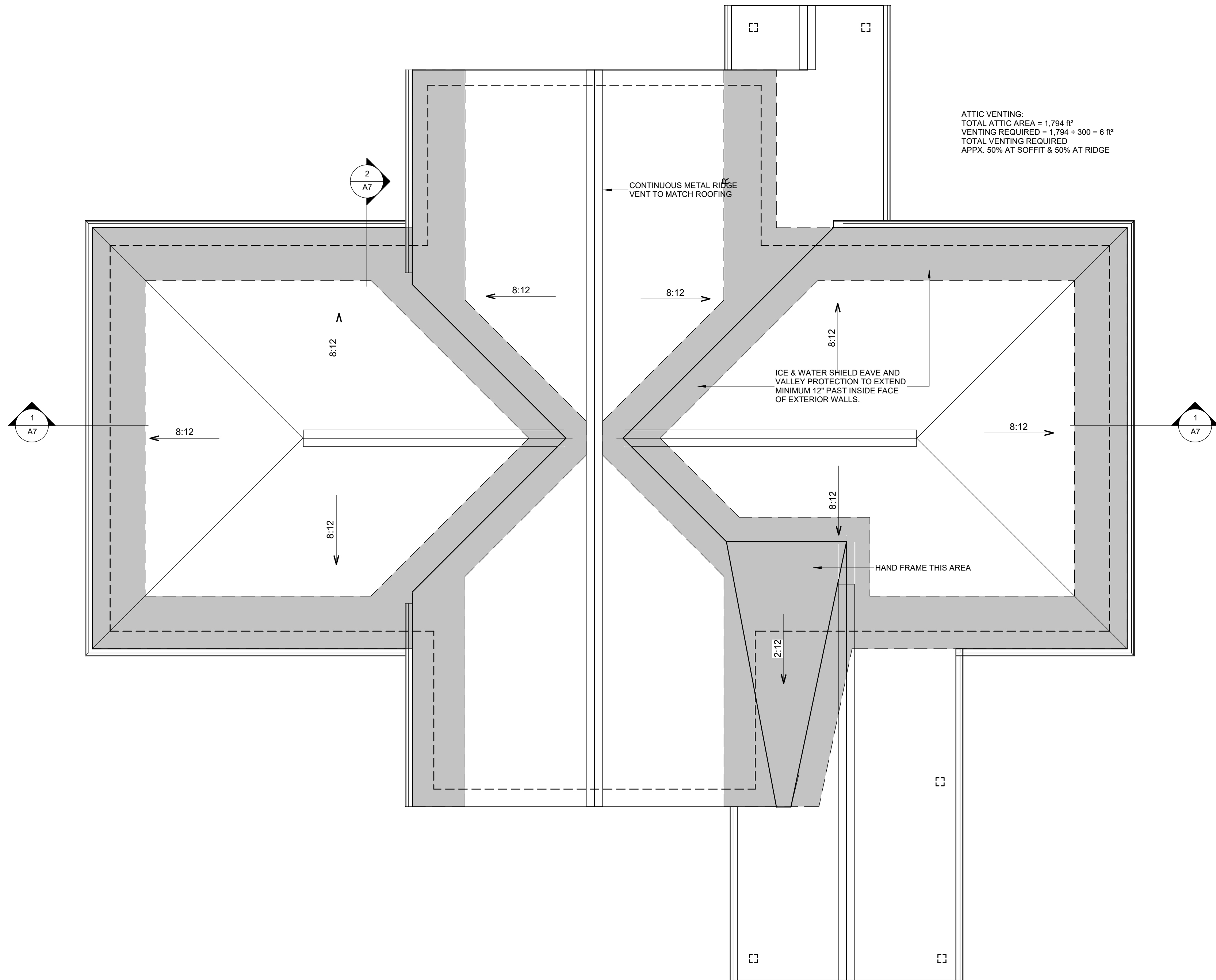
Signature: *Phil Beuglet* Date: \_\_\_\_\_  
 Designer: Philip R. Beuglet  
 BCIN: 22591 (Personal) BCIN: 31871 (Firm)



**MAIN FLOOR PLAN**

PROJECT  
**Firth-Ferens Residence**  
 876156 5th LINE E., Mulmur, ON

PROJ. NO.	2021-10
DATE	04/02/11
DRAWN BY	PRB
CHECKED BY	PRB
SCALE	1/4" = 1'-0"
PLOTTED	5/26/2021 2:17:55 PM
DRAWING NUMBER	



ATTIC VENTING:  
 TOTAL ATTIC AREA = 1,794 ft<sup>2</sup>  
 VENTING REQUIRED = 1,794 ÷ 300 = 6 ft<sup>2</sup>  
 TOTAL VENTING REQUIRED  
 APPX. 50% AT SOFFIT & 50% AT RIDGE

**ROOF PLAN**  
 1/4" = 1'-0"

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

Signature: *Philip R. Beuglet* Date: \_\_\_\_\_  
 Designer: Philip R. Beuglet  
 BCIN: 22591 (Personal) BCIN: 31871 (Firm)

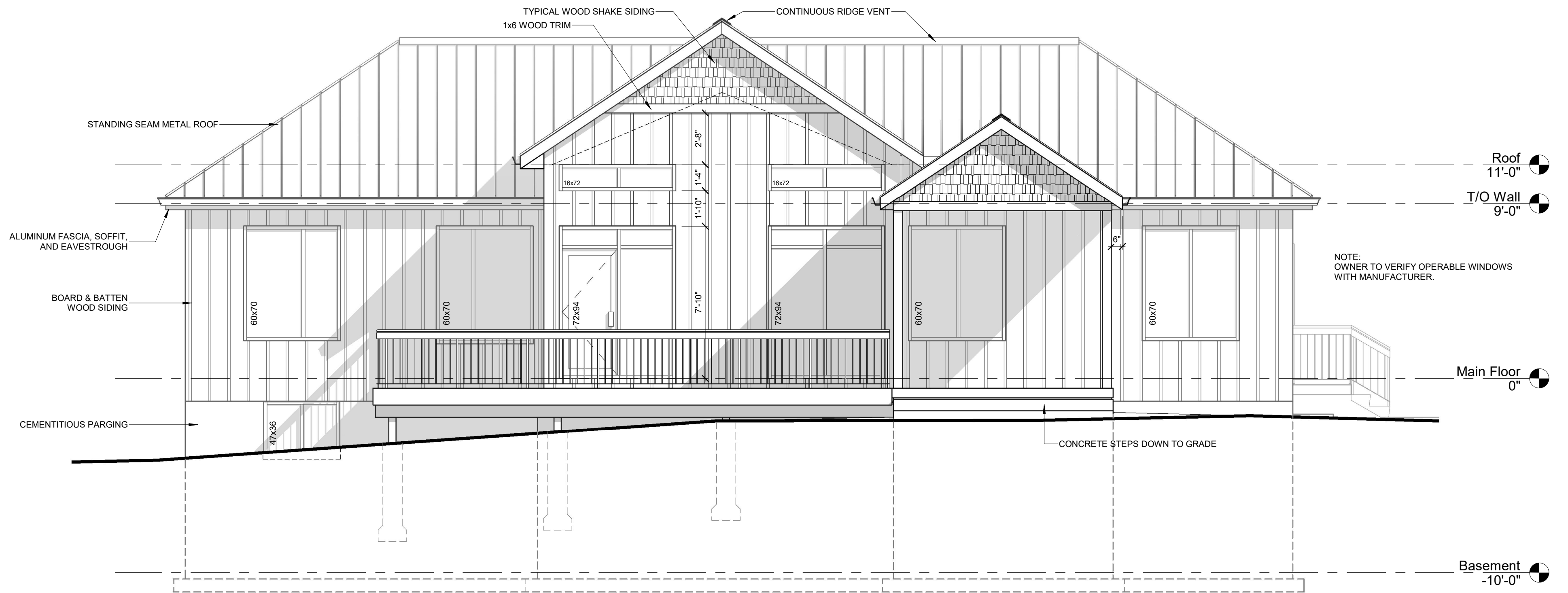


**ROOF PLAN**

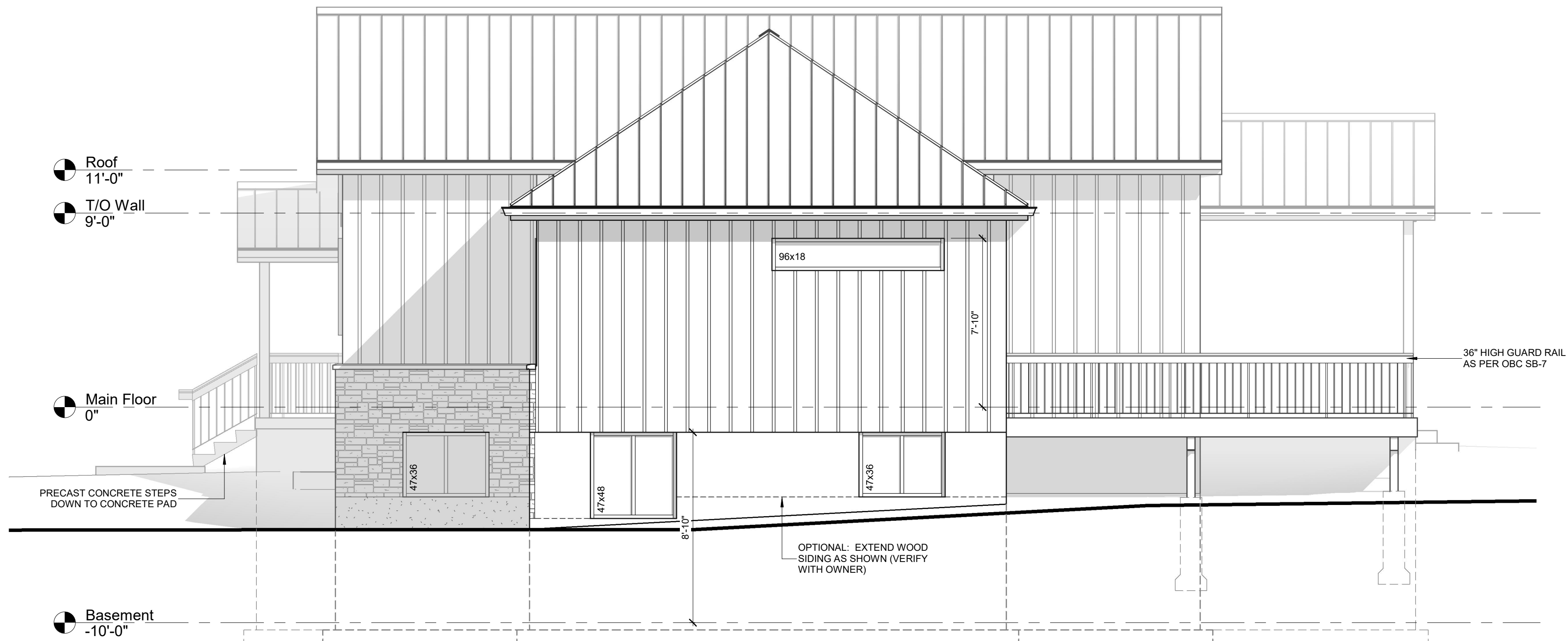
PROJECT  
**Firth-Ferens Residence**  
 876156 5th LINE E., Mulmur, ON

PROJ. NO.	2021-10
DATE	04/01/22
DRAWN BY	PRB
CHECKED BY	PRB
SCALE	1/4" = 1'-0"
PLOTTED	5/26/2021 2:22:35 PM
DRAWING NUMBER	

**A4**



**SOUTH ELEVATION**  
1/4" = 1'-0"



**WEST ELEVATION**  
1/4" = 1'-0"

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

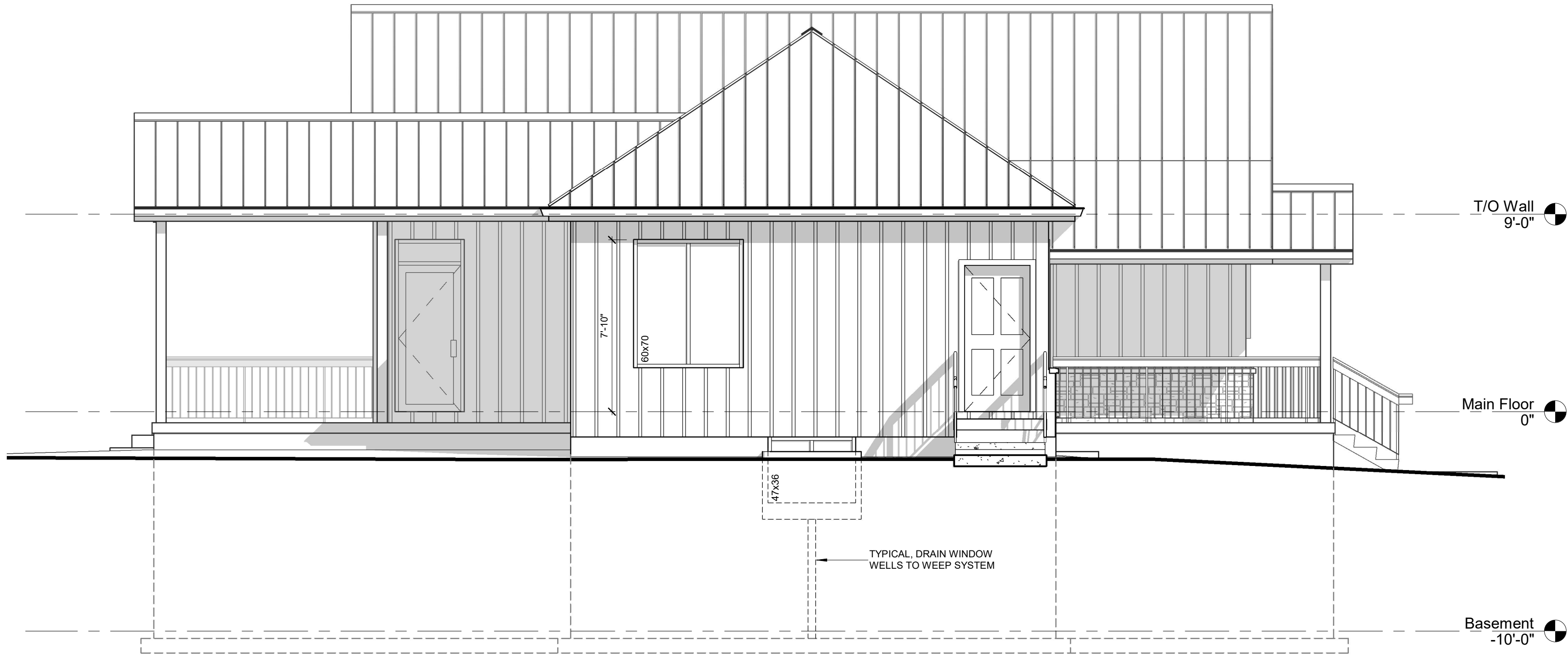
Signature: *Philip R. Beuglet* Date: \_\_\_\_\_  
 Designer: Philip R. Beuglet  
 BCIN: 22591 (Personal) BCIN: 31871 (Firm)



**SOUTH & WEST ELEVATIONS**

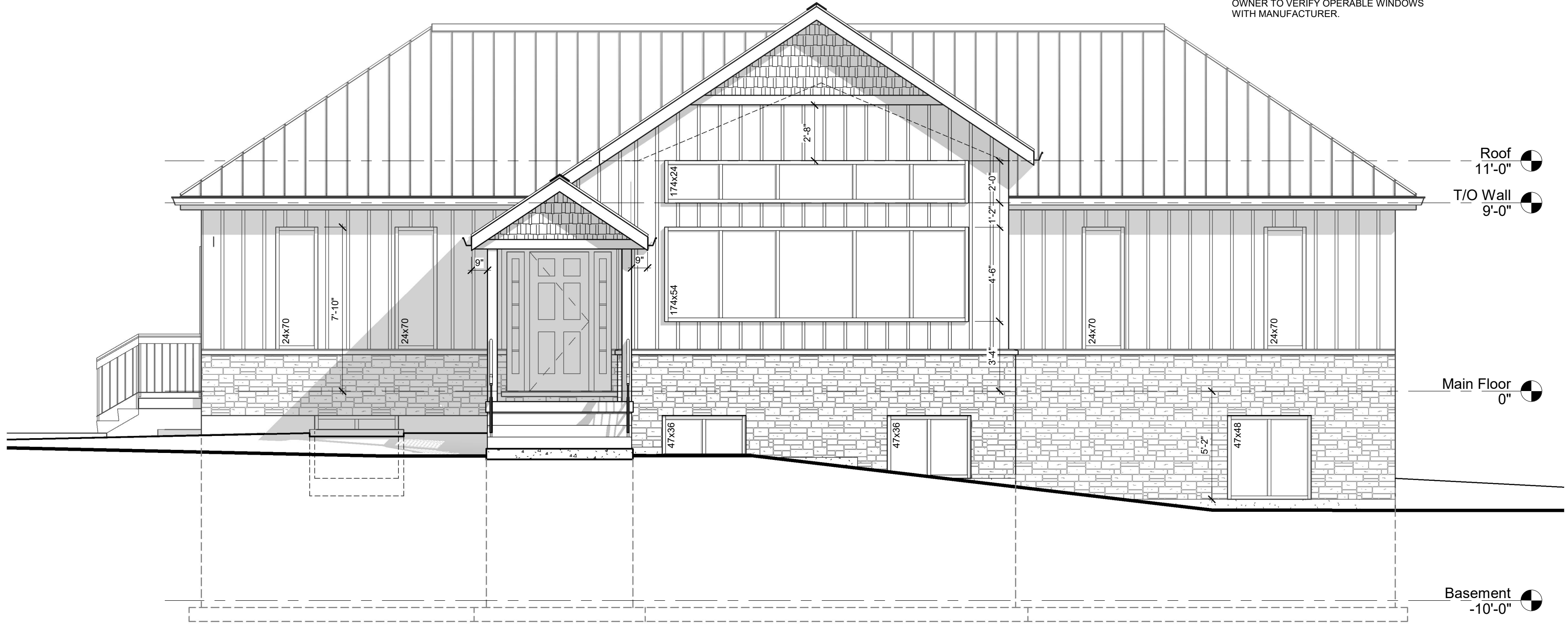
PROJECT  
**Firth-Ferens Residence**  
 876156 5th LINE E., Mulmur, ON

PROJ NO.	2021-10
DATE	06/02/21
DRAWN BY	Author
CHECKED BY	Checker
SCALE	1/4" = 1'-0"
PLOTTED	5/26/2021 2:25:20 PM
DRAWING NUMBER	



**EAST ELEVATION**  
1/4" = 1'-0"

NOTE:  
OWNER TO VERIFY OPERABLE WINDOWS  
WITH MANUFACTURER.



**NORTH ELEVATION**  
1/4" = 1'-0"

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

Signature: *Phil Beuglet* Date: \_\_\_\_\_  
 Designer: Philip R. Beuglet  
 BCIN: 22591 (Personal) BCIN: 31871 (Firm)

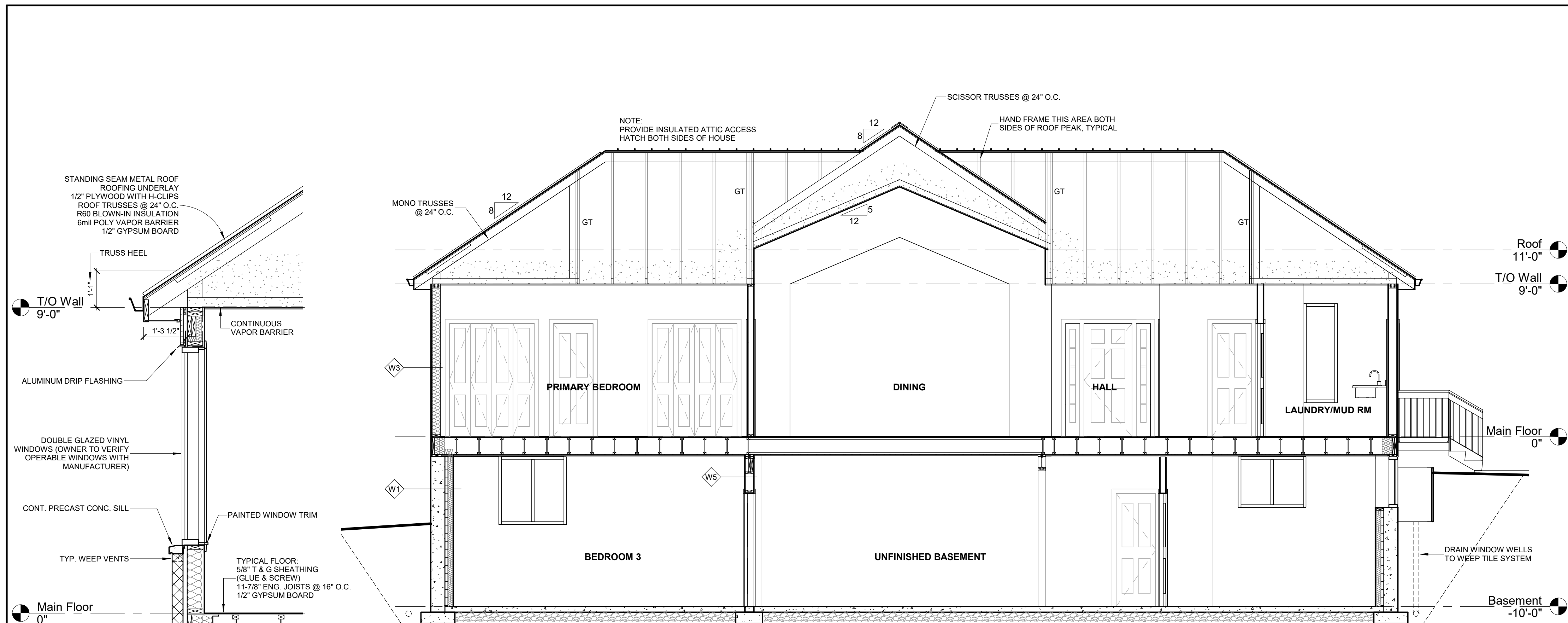


**NORTH & EAST ELEVATIONS**

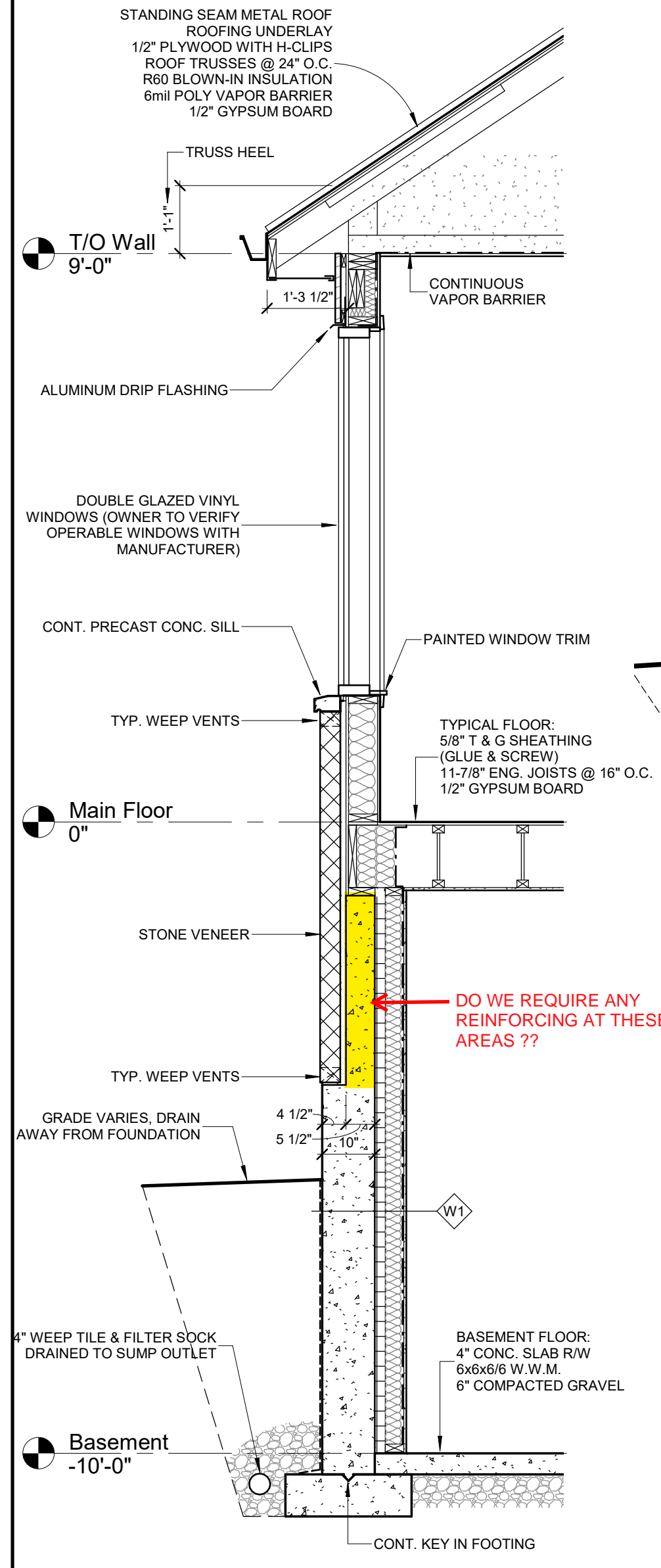
PROJECT  
**Firth-Ferens Residence**  
 876156 5th LINE E., Mulmur, ON

PROJ NO.	2021-10
DATE	04/01/12
DRAWN BY	Author
CHECKED BY	Checker
SCALE	1/4" = 1'-0"
PLOTTED DATE	5/26/2021 2:43:13 PM
DRAWING NUMBER	





**1 BUILDING SECTION A**  
A7 1/4" = 1'-0"



**2 TYPICAL WALL SECTION**  
A7 1/2" = 1'-0"

**FOUNDATIONS:**

1. ALL CONCRETE SHALL CONFORM TO OBC 9.3.1. AND ALL FOOTINGS AND FOUNDATIONS SHALL CONFORM TO OBC 9.15 U.N.O. ON THE DRAWINGS.
2. SOFT AREAS UNCOVERED DURING EXCAVATION SHALL BE SUB-EXCAVATED TO SOUND MATERIAL AND FILLED WITH CLEAN, FREE DRAINED GRANULAR SOIL COMPACTED TO 100% STANDARD PROCTOR DRY DENSITY (SPDD).
3. LOCATE ALL FOOTINGS AND PIERS CENTRALLY UNDER COLUMNS AND WALLS UNLESS NOTED OTHERWISE.
4. PLACE FOOTINGS WHICH ARE EXPOSED TO FREEZING WEATHER A MINIMUM OF 1200mm (48") BELOW FINISHED GRADE UNLESS SPECIFIED OTHERWISE.
5. FOUNDATION WALLS TO BE CONNECTED TO STRIP FOOTINGS WITH SHEAR KEY OR 15M DOWELS x 24" LONG @ 4'-0" O.C. WITH 4" EMBEDMENT INTO FOOTING.
6. REBAR TO BE DEFORMED BARS WITH A YIELD STRENGTH OF 400 MPa.
7. LAP LENGTH FOR 15M BARS IS 24".

**GENERAL NOTES:**

- 1) PROVIDE SMOKE AND CO DETECTORS ON EACH LEVEL.
- 2) DO NOT SCALE DRAWINGS. ALL EXISTING CONDITIONS TO BE VERIFIED ON SITE BY CONTRACTOR.
- 3) SUBMIT, FOR REVIEW BY MUNICIPAL AUTHORITIES, SHOP DRAWINGS OF ALL ENGINEERED ROOF TRUSSES, FLOOR JOISTS AND ENGINEERED WOOD BEAMS. SHOP DRAWINGS TO BEAR THE STAMP OF A REGISTERED PROFESSIONAL ENGINEER OF THE PROVINCE OF ONTARIO.
- 4) ALL FRAMING LUMBER TO BE SPF No. 2 OR BETTER. ALL FRAMING TO CONFORM TO OBC PART 9, LATEST EDITION, EXCEPT AS NOTED.
- 5) ALL EXTERIOR LUMBER (OTHER THAN TIMBERS) TO BE PRESSURE TREATED OR BE OF CEDAR SPECIES.
- 6) UNLESS OTHERWISE NOTED, INSTALL DOUBLE STUDS AT EACH SIDE OF OPENINGS LESS THAN 6'-0" WIDE. FOR OPENINGS 6'-0" TO 10'-0" WIDE, INSTALL TRIPLE STUDS.
- 7) INSTALL GALVANIZED STEEL TIE-DOWN CLIPS TO ALL ROOF TRUSSES OR JOISTS AT ALL SUPPORTS ON BOTH SIDES OF TRUSS/JOIST. EACH CLIP AS RATED BY THE MANUFACTURER.
- 8) ALL WORK AND MATERIALS TO CONFORM TO PROVISIONS OF THE ONTARIO BUILDING CODE, LATEST EDITION, WHETHER SPECIFIED ON THE DRAWINGS OR NOT, AS A MINIMUM STANDARD.
- 9) CONTRACTOR/OWNER TO REVIEW ALL DIMENSIONS AND FRAMING CONDITIONS AND REPORT ANY DISCREPANCIES PRIOR TO COMMENCING ANY WORK.
- 10) ALL WINDOWS TO BE DOUBLE GLAZED UNITS.
- 11) CAULK AND FLASH AS REQUIRED AROUND ALL EXTERIOR OPENINGS. ALL HOLES THROUGH VAPOUR BARRIERS (i.e. ELECTRICAL BOXES, PIPING OR DUCTWORK) AND ALL EDGES AT WINDOW OPENINGS, DOORS, AND UNDERSIDE OF FLOORS TO BE SEALED.
- 12) PROVIDE EXHAUST FANS AT ALL WASHROOMS (MAX. 1.5 SONES)
- 13) PROVIDE SHUT OFF VALVES TO ALL HOT & COLD WASTE LINES TO SINKS, ETC.
- 14) PROVIDE INSULATED ATTIC ACCESS HATCH, LOCATION TO BE DETERMINED.

**STRUCTURAL FRAMING:**

1. ALL WOOD-FRAME CONSTRUCTION SHALL CONFORM TO OBC 9.23. U.N.O. ON THE DRAWINGS.
2. WOOD TRUSSES AND MANUFACTURED FRAMING MEMBERS ARE TO BE DESIGNED & CERTIFIED BY A PROFESSIONAL ENGINEER FOR THE LOADS AND CONDITIONS INDICATED ON THE DRAWINGS. REFER TO TRUSS MANUFACTURER'S DRAWINGS FOR UPLIFT CLIPS. PROVIDE ADEQUATE BEARING SURFACE FOR THE TRUSS BEARING LOADS.
3. LUMBER SHALL BE SPF No. 1/2 OR BETTER UNLESS NOTED OTHERWISE. MOISTURE CONTENT SHALL BE 19% OR LESS.
4. LUMBER SHALL NOT BE NOTCHED OR DRILLED IN THE FIELD WITHOUT PERMISSION OF TACOMA ENGINEERS.
5. ENGINEERED LUMBER (TJI, LVL) MAY BE DRILLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND DETAILS.
6. THICKNESS AND TYPE OF SUBFLOOR, ROOF SHEATHING AND WALL SHEATHING SHALL CONFORM TO 9.23.14., 9.23.15., AND 9.23.16 RESPECTIVELY.
7. BOLTED CONNECTIONS SHALL BE MADE USING GRADE A307 BOLTS FOR WOOD, GRADE A325 FOR STEEL CONNECTIONS UNLESS NOTED OTHERWISE.
8. USE PRESSURE TREATED LUMBER (CWPB APPROVED) OR APPLY SUITABLE WOOD PRESERVATIVE TO ALL WOOD IN CONTACT WITH SOIL.
9. WOOD IS NOT PERMITTED TO BEAR DIRECTLY ON MASONRY OR CONCRETE WITHOUT PROTECTION. PROVIDE EITHER PRESSURE TREATED LUMBER, SUITABLE WOOD PRESERVATIVE OR 6 MIL (0.152mm) POLYETHYLENE SHEET.
10. SOLID HORIZONTAL BRIDGING SHALL BE PROVIDED AT 1200mm (4'-0") O.C. IN THE FIRST TWO JOIST SPACES ADJACENT TO THE EXTERIOR WALLS. BRIDGING SHALL BE ATTACHED TO THE EXTERIOR WALL TO PROVIDE LATERAL STABILITY.
11. PROVIDE 38mm x 38mm (2X2) DIAGONAL CROSS BRIDGING OR SOLID BLOCKING AT MAXIMUM 2.1m (82") O.C. FOR ALL SAWN JOIST LOCATIONS.
12. PROVIDE SOLID WOOD HORIZONTAL BLOCKING AT MAXIMUM 3.0m (10'-0") O.C. FOR ALL FRAMED WALLS. INSTALL MORE FREQUENTLY WHEN SO NOTED ON THE ARCHITECTURAL OR STRUCTURAL WALL DRAWINGS (EG. FOR BLOCKING OF SHEAR WALLS, OR FOR LATERAL STUD SUPPORT).
13. ALL NAILS USED SHALL CONFORM TO STEEL WIRE NAILS AND SPIKES AS DEFINED IN CSA STANDARD B111 "WIRE NAILS, SPIKES AND STAPLES" UNLESS NOTED OTHERWISE.
14. LATERALLY SUPPORT ALL STEEL BEAMS BY PRE-DRILLING FLANGES FOR 13mm (1/2") BOLTED ATTACHMENTS OF WOOD NAILERS WITH 15mm (9/16") HOLES STAGGERED AT 600mm (24") O.C.
15. STEEL BEAMS AND COLUMNS SHALL BE TO ASTM A992/992M, GRADE 50W (Fy = 345 MPa).
16. ALL STEEL PLATE TO BE A36 (250W MPa) MATERIAL (MINIMUM) UNLESS NOTED.
17. ALL WELDING SHALL BE COMPLETE BY CWB CERTIFIED WELDERS.
18. EXTERIOR STRUCTURAL STEEL SHALL BE PROTECTED FROM CORROSION BY HOT DIP GALVANIZING.
19. USE JOIST HANGERS WHERE FRAMING MEMBERS CONNECT INTO THE SIDES OF SUPPORTING MEMBERS.
20. ALL STEEL CONNECTORS (UPLIFT CLIPS, BRACKETS, JOIST HANGERS etc.) SHALL BE SIMPSON STRONG TIE CONNECTORS UNLESS NOTED OTHERWISE.
21. ALL NAILS AND FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD ARE TO BE HOT DIP GALVANIZED (TO CSA-G164) OR STAINLESS STEEL.
22. FOR SOLID AND BUILT UP MEMBERS (TRUSSES, BEAMS, LINTELS) PROVIDE A BUILT UP POST WITH AN EQUAL OR GREATER THICKNESS UNLESS NOTED OTHERWISE. ALL BUILT UP POSTS TO BE CONTINUOUS (INCLUDING TRANSFER BLOCKING AT FLOORS) DOWN TO THE FOUNDATIONS.
23. ALL BUILT UP MEMBERS TO BE FASTENED TOGETHER WITH TWO 75mm (3") SPIRAL NAILS AT 300mm (12") O.C. FOR EVERY PLY UNLESS NOTED OTHERWISE. MULTI-PLY ENGINEERED LUMBER BEAMS TO BE FASTENED AS PER THE MANUFACTURER'S SPECIFICATIONS.
24. ALL PRE-ENGINEERED STEEL CONNECTORS (EG. SIMPSON STRONG TIE) ARE TO HAVE THE CORRECT NUMBER AND SIZE OF FASTENERS, AS PER THE MANUFACTURER'S PRODUCT CATALOGUE.
25. PROVIDE SOLID BLOCKING OR MECHANICAL CONNECTIONS AT THE TOP AND BOTTOMS OF BEAMS AT BEARING POINTS TO PREVENT MOVEMENT OR ROTATION.
26. ALL GUARDS SHALL CONFORM TO OBC 9.8.8. AND SUPPLEMENTARY STANDARD SB-7.
27. LVL = WEYERHAEUSER 2.0E MICROLAM LVL, WITH MINIMUM VALUES
  - E = 2.0 x 10<sup>6</sup> psi, fb = 4,805 psi, fv = 530 psi, G = 125,000 psi
  - APPROVED EQUIVALENTS: WEST FRASER LVL 3100 Fb 2.0E; LP SOLID START LVL 2900 Fb 2.0E; INTERNATIONAL BEAMS LVL 2.0E; BOISE CASCADE VERSA-LAM 3100 2.0E; BOISE CASCADE GP-LVL 2.0E (FORMERLY GP LAM LVL 2.0E)

The undersigned has reviewed and taken responsibility for this design and is registered under OBC Div. C, Part 3, Section 3.2. The designer is qualified in the appropriate classes/categories.

*Phil Beuglet*  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Designer: Philip R. Beuglet  
BCIN: 22591 (Personal) BCIN: 31871 (Firm)

**PRB**  
RESIDENTIAL DESIGN  
519-400-2261 | prb@residentialdesign.com  
www.prbresidentialdesign.com

**BUILDING & WALL SECTION, NOTES**

PROJECT  
**Firth-Ferens Residence**  
876156 5th LINE E., Mulmur, ON

PROJ. NO.	2021-10
DATE	08/08/12
DRAWN BY	Author
CHECKED BY	Checker
SCALE	As indicated
PLOTTED	5/26/2021 2:48:22 PM
DRAWING NUMBER	

**A7**









2021  
Samantha Ferens  
Accountant

2021  
James Firth  
Engineer





**STAFF REPORT**

**TO:** COUNCIL  
**SUBJECT:** Tracey Atkinson, BES MCIP RPP  
**MEETING DATE:** April 6, 2022  
**SUBJECT:** Gray/Chalmers Second Dwelling Agreement

---

**PURPOSE:**

To assess the provide background information related to a second dwelling application.

**BACKGROUND:**

FILE NO	SPA7-2021
ROLL NO	221600000413000
OWNER	Deborah Gray & Jeffrey Chalmers
ADDRESS	668057 20 <sup>th</sup> Sideroad
LEGAL DESCRIPTION:	CON 5 E W PT LOT 2
OFFICIAL PLAN:	Rural
ZONING:	Countryside Area (A)
NEC/Greenbelt:	n/a
NVCA Regulated:	Yes – beyond regulated area
Application Submission Date:	December 6, 2021
Public Meeting Date:	n/a

The subject lands are developed with a dwelling, existing garage and related infrastructure. The garage includes a second storey loft with a business use

On September 2, 2020 Council approved an exemption from site plan control for an agricultural diversified use, that included creating a workspace within an existing accessory building. The workspace included a bathroom and lunchroom.

**Moved by: Boxem and Seconded by: Cufaro**

THAT Council receive the delegation from The Heritage Bee Co. Inc, Debbie Gray and Jeff Chalmers, regarding an Agricultural Diversified Use Site Plan Control Exemption Request;

AND FURTHER THAT Council approve the requested exemption, pursuant to Section 4 of By-law 2018-021.

**CARRIED**

It is our understanding that the construction to date has been in accordance with a building permit, and was upgraded in anticipation of this application.

**STRATEGIC PLAN ALIGNMENT:**

4. Growing a Sustainable Mulmur: Being Proactive in Sustainable Initiatives to ensure the long term well being of Mulmur (includes Resources/Financial/People)

**FINANCIAL IMPACTS:**

Processing costs are generally covered by the application fee.

**ANALYSIS:**

The follow is a summary of the policy implications:

<b>Planning Document</b>	<b>Policy Implications</b>
County Official Plan	The application is consistent with the County of Dufferin Official Plan. The County approved OPA#2 to facilitate second dwelling development on certain lands within the Township.
Mulmur Official Plan	The Official Plan provides for second dwellings, either attached or detached, as specified in each designation, and provides clarity to the terminology. The Official Plan permits the proposed form of second dwelling.
Provincial Policy Statement	The 2020 Provincial Policy Statement (PPS) contains broad policy direction and policy direction on housing. The application is consistent with the PPS. Recent Provincial direction includes increasing opportunities for secondary units and affordable house.
A Place to Growth	A Place to Grow contains policies on affordable housing and second units.
NEC/Greenbelt	N/A
NVCA Regulations	N/A
Agricultural Land Base	N/A (Candidate area)
Natural Heritage System	Yes

**Zoning By-law**



The subject lands are zoned Countryside (A) and are permitted to have a second dwelling.

Section 3.15.1 of the Zoning provides that:

*“Where an additional single dwelling is permitted, such dwelling shall only be permitted where there is a site plan agreement between the owner and Township, and where such agreement includes buffering, servicing, separation distances and access.”*

The main dwelling and second dwelling would share a driveway. Servicing information is provided on the site plan drawing.

**AGENCY COMMENTS**

Legal: to provide registration comments following Council agreement authorization

**RECOMMENDATION:**

It is recommended that this application be considered for approval by Council.

Respectfully submitted,

*Tracey Atkinson*

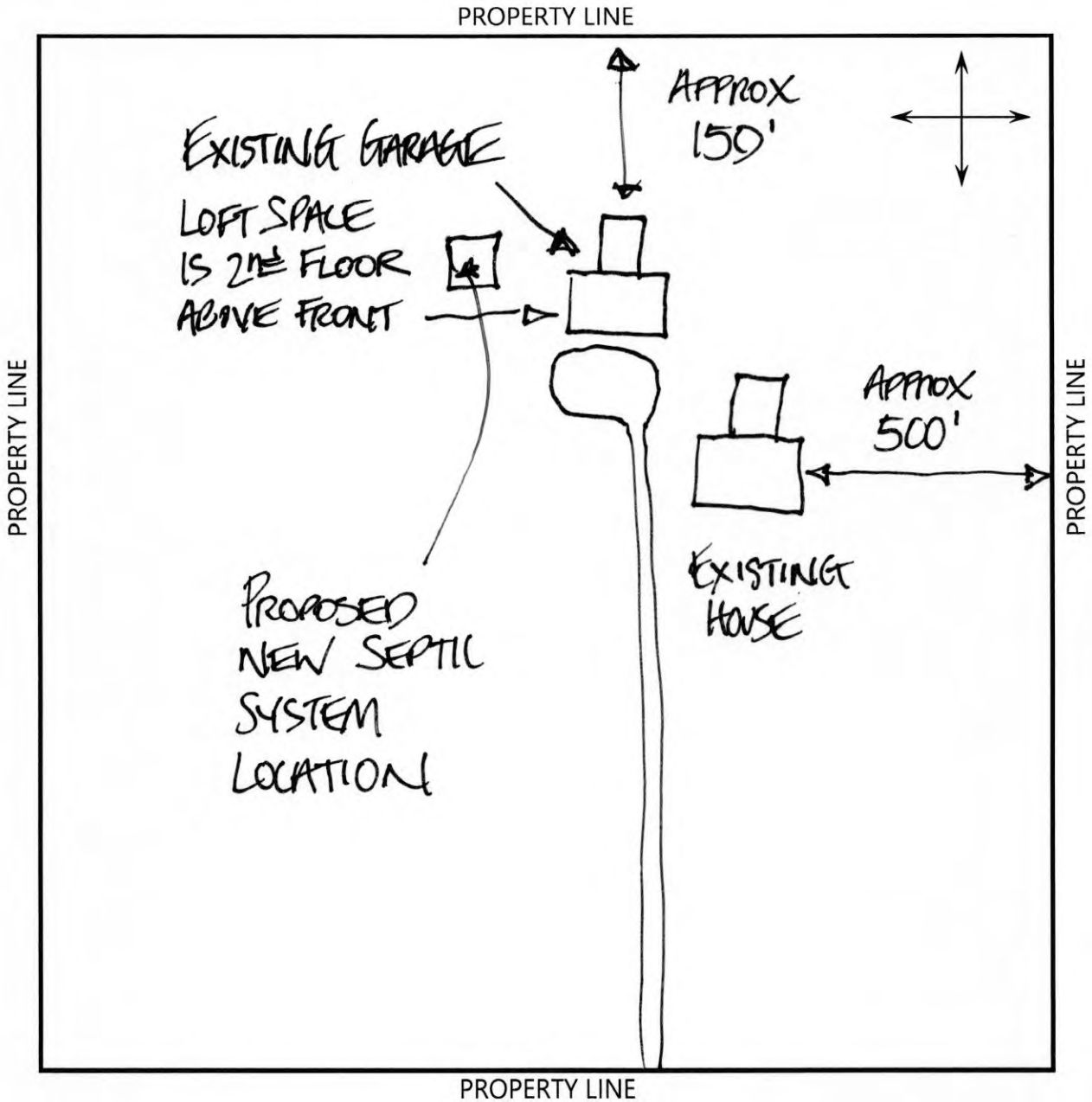
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Tracey Atkinson, BES MCIP RPP  
Planner



Owner: Debbie Gray  
Address: 668057 20 Sideroad, Mulmur, ON

Lot No: \_\_\_\_\_  
Con/Plan No: \_\_\_\_\_



Note: 1) Show Entrance Location  
2) Show Existing Buildings on Site

Approved By: \_\_\_\_\_

Name Owner/Agent: Debbie Gray

Signature: \_\_\_\_\_







EXISTING GARAGE - LOFT 2<sup>ND</sup> FLOOR



PROPOSED NEW SEPTIC LOCATION

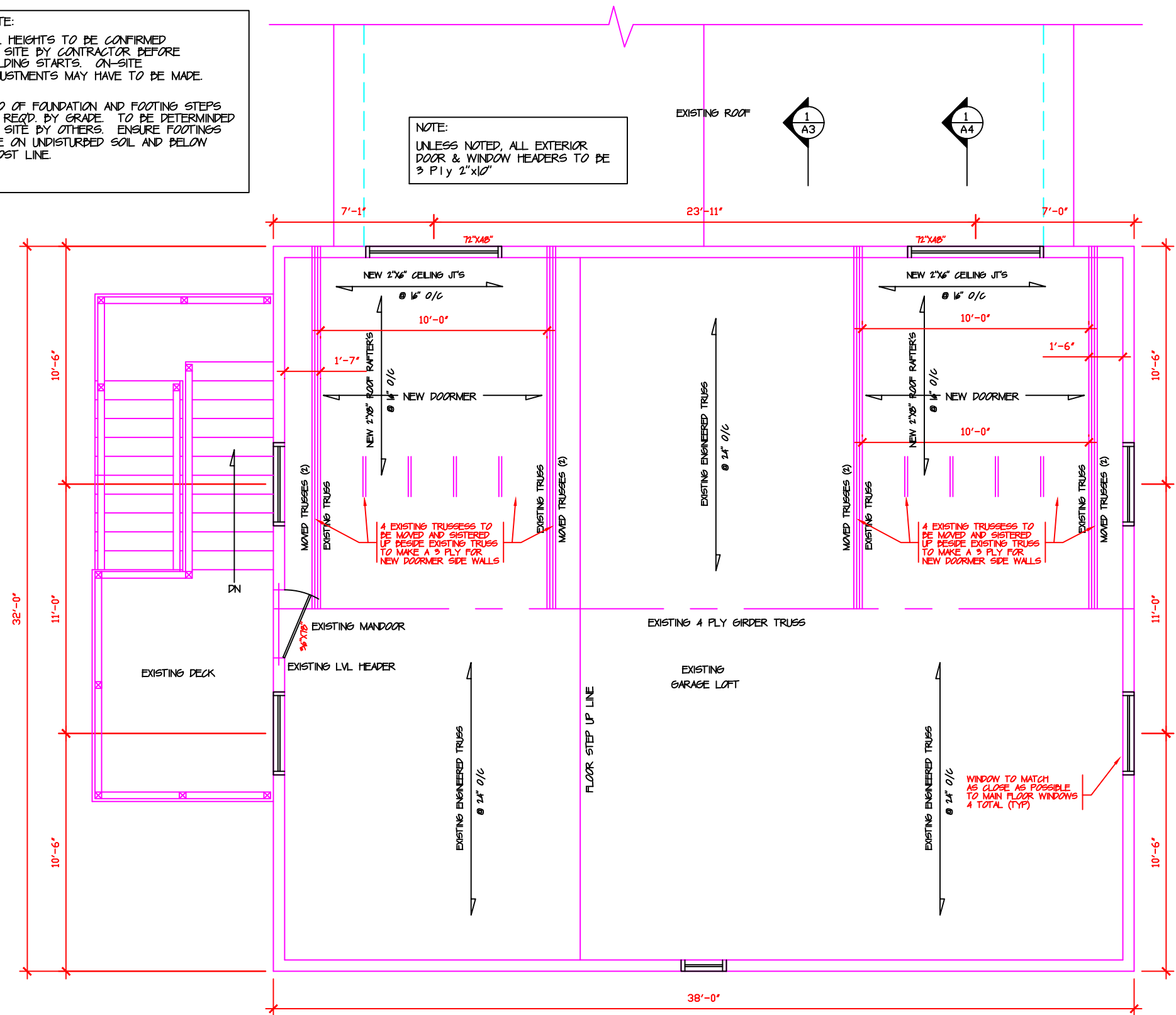
EXISTING



NOTE:  
 ALL HEIGHTS TO BE CONFIRMED ON SITE BY CONTRACTOR BEFORE BUILDING STARTS. ON-SITE ADJUSTMENTS MAY HAVE TO BE MADE.

T/O OF FOUNDATION AND FOOTING STEPS AS REQD. BY GRADE TO BE DETERMINED ON SITE BY OTHERS. ENSURE FOOTINGS ARE ON UNDISTURBED SOIL AND BELOW FROST LINE.

NOTE:  
 UNLESS NOTED, ALL EXTERIOR DOOR & WINDOW HEADERS TO BE 3 PLY 2"x10"




▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

Do not scale drawings. All dimensions to be verified on site. Any discrepancies to be reported to the draftsman. Drawings are not to be used for construction, unless approved by building officials. Drawings are the property of Armstrong Contracting and should not be reproduced without written permission from the draftsman.

The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a designer.

QUALIFICATION INFORMATION  
 Required unless design is exempt under 3.2.5 of Division C, of the building code.

Christopher Armstrong  24856  
 NAME SIGNATURE BCIN

REGISTRATION INFORMATION  
 Design is exempt under 3.2.4 of Division C, of the building code.

Armstrong Contracting 32826  
 FIRM NAME BCIN

**ARMSTRONG CONTRACTING**

DESIGN BUILD RENOVATE

Christopher Armstrong  
 936447 Mulmur, Ont. L9V 0L5  
 H : (705)435-4256 C - (705)434-8282

Project Title:  
 New Doormers Added To Existing Loft For Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

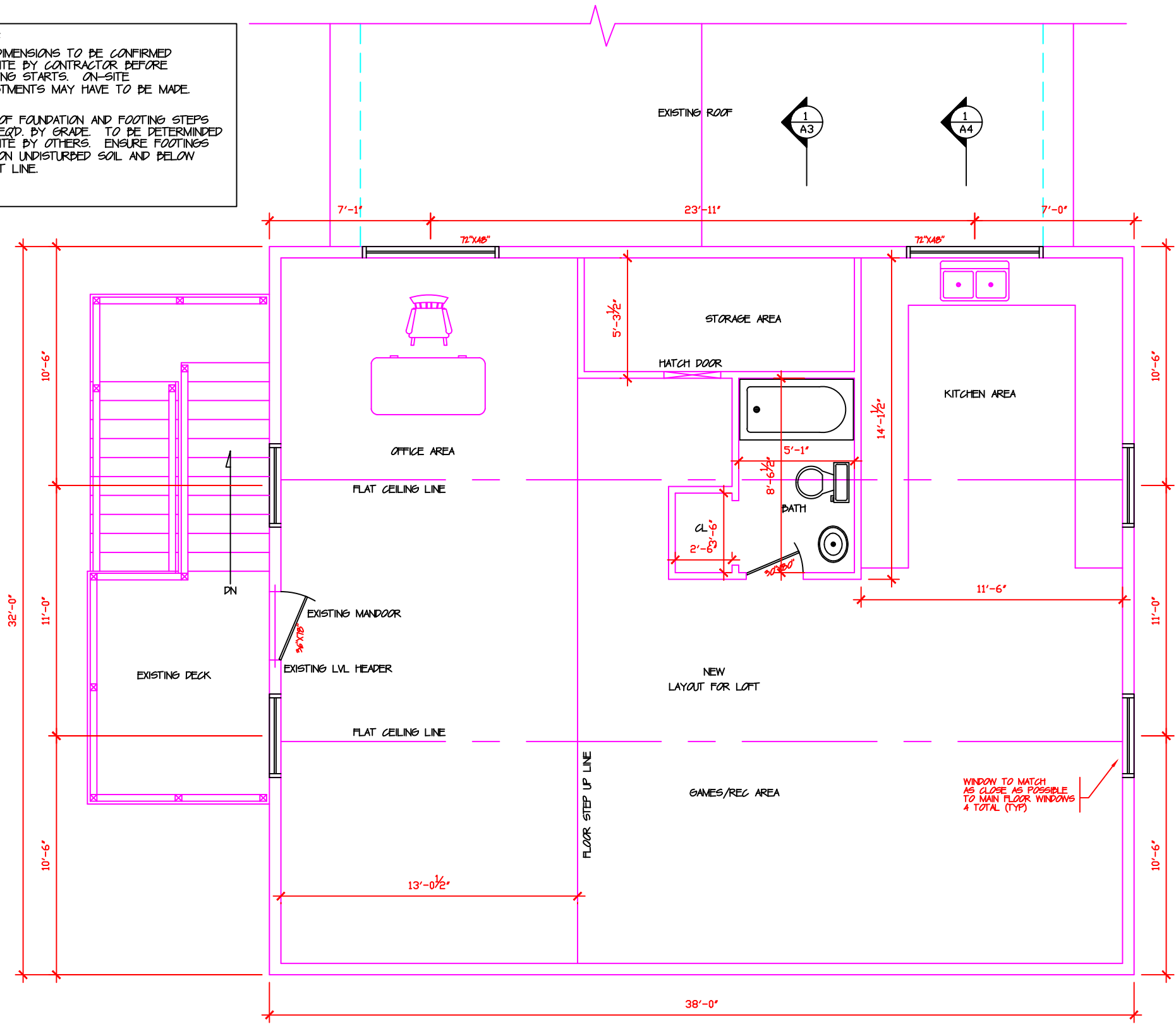
Drawing Title:  
 Doorman Framing Layout

Drawn by:	CA
Checked by:	CA
Date: June 30/20	Drawing No.: <b>A-1</b>
Scale: 3/16" = 1'-0"	



NOTE:  
 ALL DIMENSIONS TO BE CONFIRMED ON SITE BY CONTRACTOR BEFORE BUILDING STARTS. ON-SITE ADJUSTMENTS MAY HAVE TO BE MADE.

T/O OF FOUNDATION AND FOOTING STEPS AS REQD. BY GRADE TO BE DETERMINED ON SITE BY OTHERS. ENSURE FOOTINGS ARE ON UNDISTURBED SOIL AND BELOW FROST LINE.



▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

Do not scale drawings.  
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**QUALIFICATION INFORMATION**

Required unless design is exempt under 3.2.5 of Division C, of the building code.

Christopher Armstrong  24856  
 NAME SIGNATURE BCIN

**REGISTRATION INFORMATION**

Design is exempt under 3.2.4 of Division C, of the building code.

Armstrong Contracting 32826  
 FIRM NAME BCIN

**ARMSTRONG CONTRACTING**

DESIGN BUILD RENOVATE

Christopher Armstrong  
 936447 Mulmur, Ont. L9V 0L5  
 H : (705)435-4256 C - (705)434-8282

Project Title:  
 New Dormers Added To Existing Loft  
 For  
 Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

Drawing Title:  
 Proposed Loft Layout

Drawn by: CA

Checked by: CA

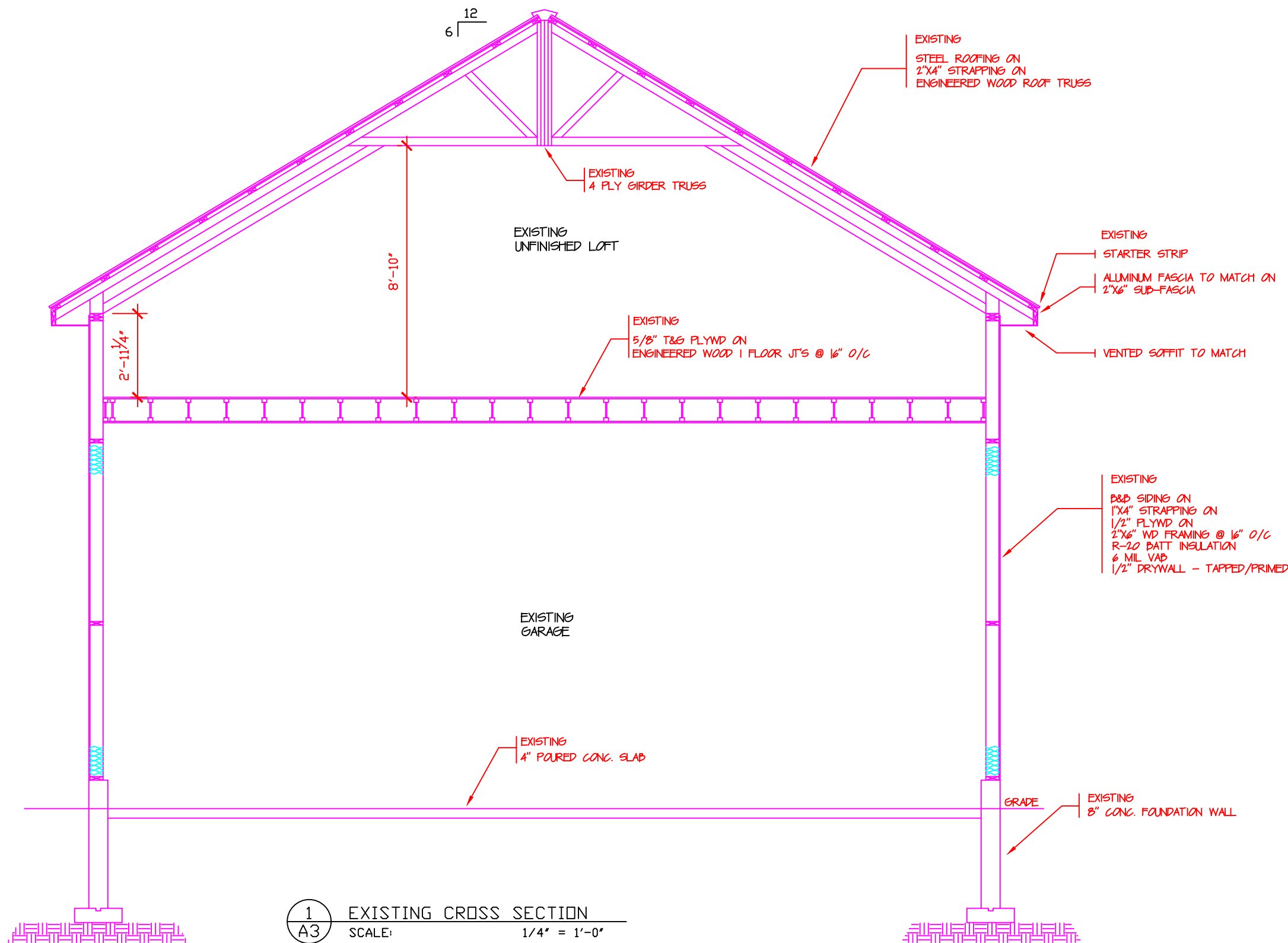
Date:  
 June 30/20

Drawing No.:

Scale:  
 3/16" = 1'-0"

**A-2**





1  
A3 EXISTING CROSS SECTION  
SCALE: 1/4" = 1'-0"

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

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The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a designer.

QUALIFICATION INFORMATION  
Required unless design is exempt under 3.2.5 of Division C, of the building code.

Christopher Armstrong  24856  
NAME SIGNATURE BCIN

REGISTRATION INFORMATION  
Design is exempt under 3.2.4 of Division C, of the building code.

Armstrong Contracting 32826  
FIRM NAME BCIN

**ARMSTRONG CONTRACTING**  
DESIGN BUILD RENOVATE

Christopher Armstrong  
936447 Mulmur, Ont. L9V 0L5  
H : (705)435-4256 C - (705)434-8282

Project Title:  
New Dormers Added To Existing Loft  
For  
Debbie Gray

668057 20th Sdrd. Mulmur, Ont.  
Reviewed & Accepted By Owner.

Drawing Title:  
Existing Cross Section

Drawn by: CA

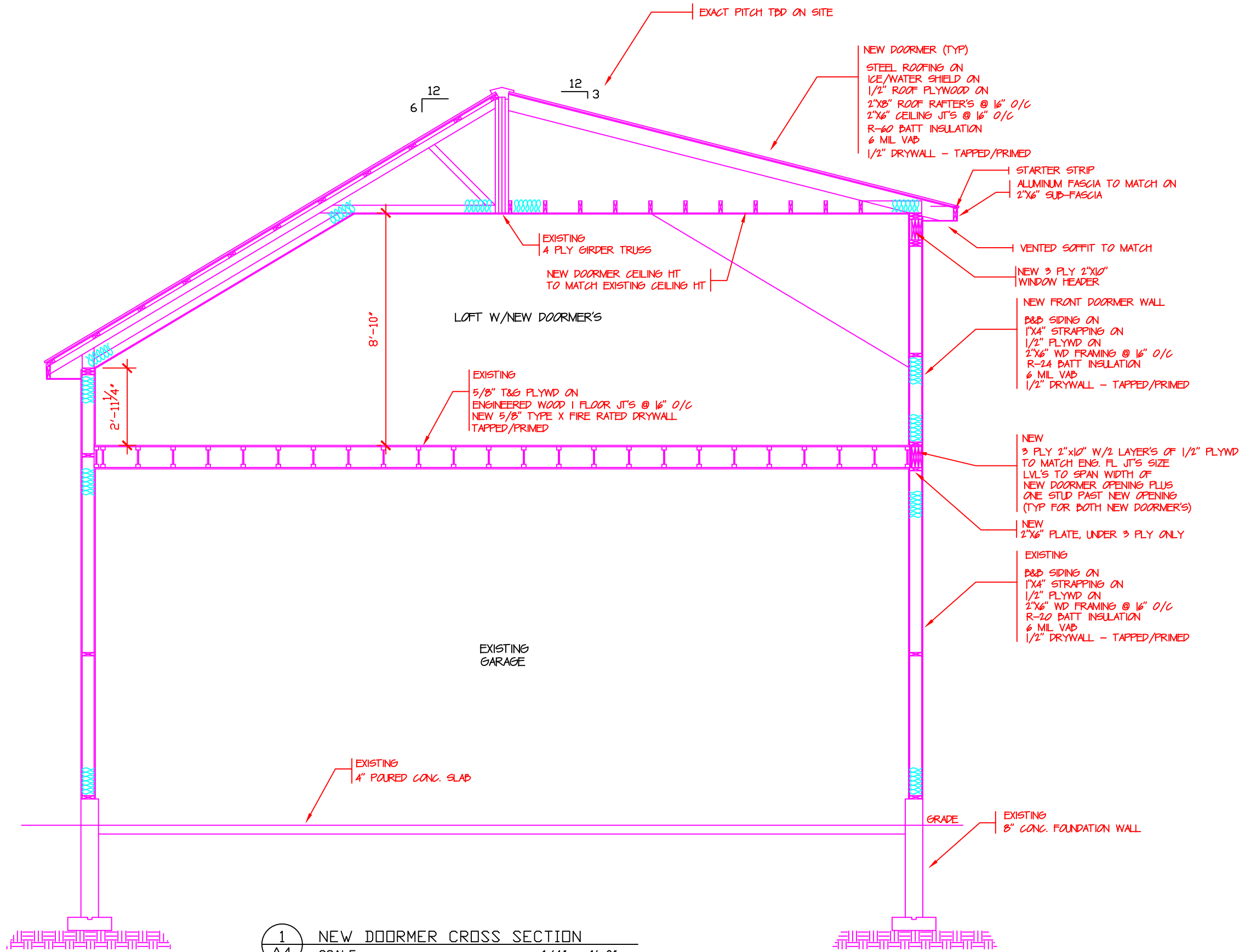
Checked by: CA

Date: June 30/20

Scale: 1/4" = 1'-0"

Drawing No.:  
**A-3**






1 NEW DOORMER CROSS SECTION  
 A4 SCALE: 1/4" = 1'-0"

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

Do not scale drawings. All dimensions to be verified on site. Any discrepancies to be reported to the draftsman. Drawings are not to be used for construction, unless approved by building officials. Drawings are the property of Armstrong Contracting and should not be reproduced without written permission from the draftsman.

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Christopher Armstrong  24856  
 NAME SIGNATURE BCIN

REGISTRATION INFORMATION  
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Armstrong Contracting 32826  
 FIRM NAME BCIN

**ARMSTRONG CONTRACTING**  
 DESIGN BUILD RENOVATE

Christopher Armstrong  
 936447 Mulmur, Ont. L9V 0L5  
 H : (705)435-4256 C - (705)434-8282

Project Title:  
 New Doormers Added To Existing Loft For Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

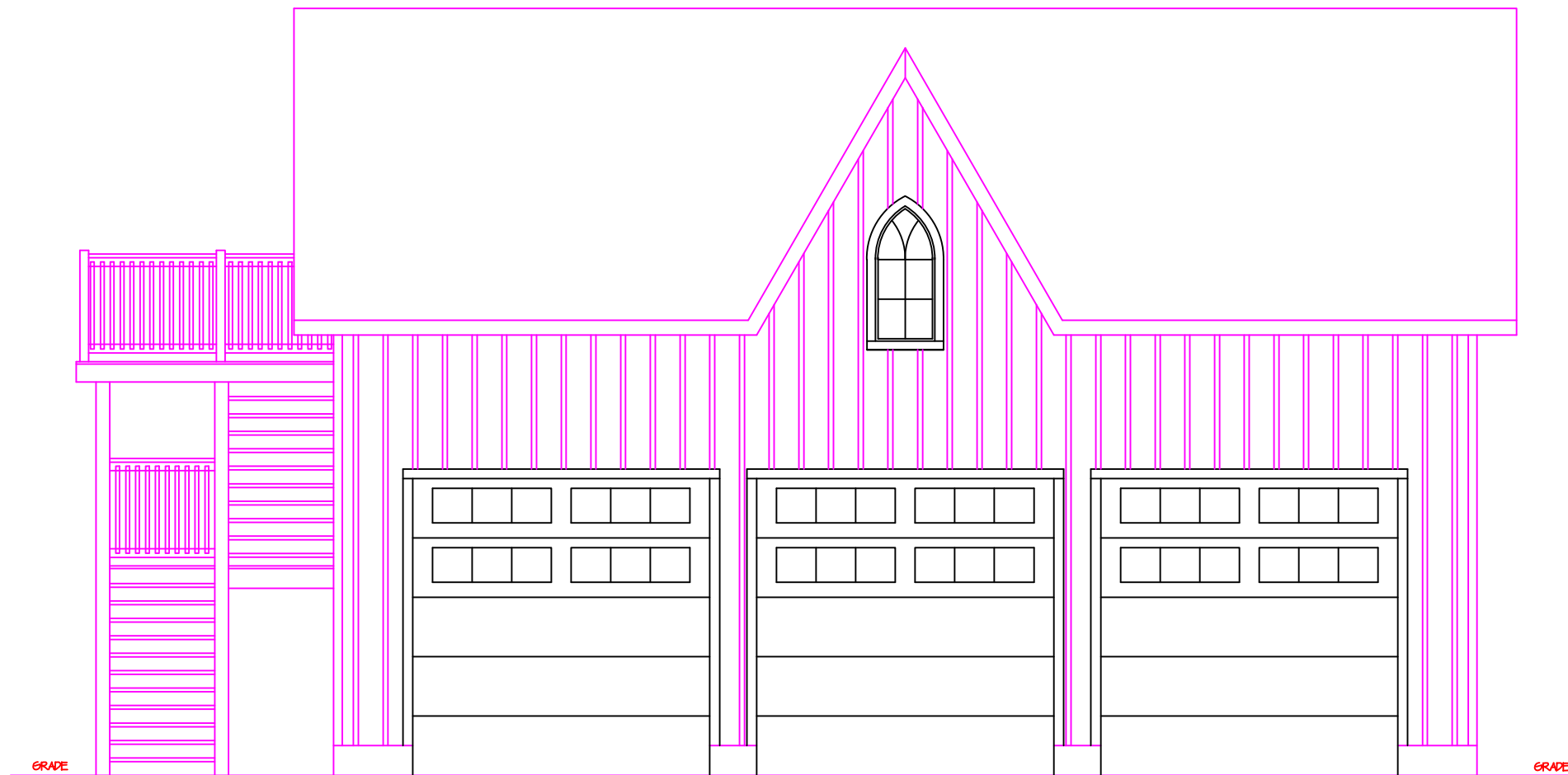
Drawing Title:  
 New Doormer Cross Section

Drawn by: CA  
 Checked by: CA

Date: June 30/20  
 Scale: 1/4" = 1'-0"

Drawing No.:  
**A-4**





1 FRONT ELEVATION  
A5 SCALE: 3/16" = 1'-0"

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

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Christopher Armstrong  24856  
NAME SIGNATURE BCIN

REGISTRATION INFORMATION  
Design is exempt under 3.2.4 of Division C, of the building code.

Armstrong Contracting 32826  
FIRM NAME BCIN

**ARMSTRONG CONTRACTING**

DESIGN BUILD RENOVATE

Christopher Armstrong  
936447 Mulmur, Ont. L9V 0L5  
H : (705)435-4256 C - (705)434-8282

Project Title:  
New Doormers Added To Existing Loft  
For  
Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

-----  
Reviewed & Accepted By Owner.

Drawing Title:  
Front Elevation

Drawn by: CA

Checked by: CA

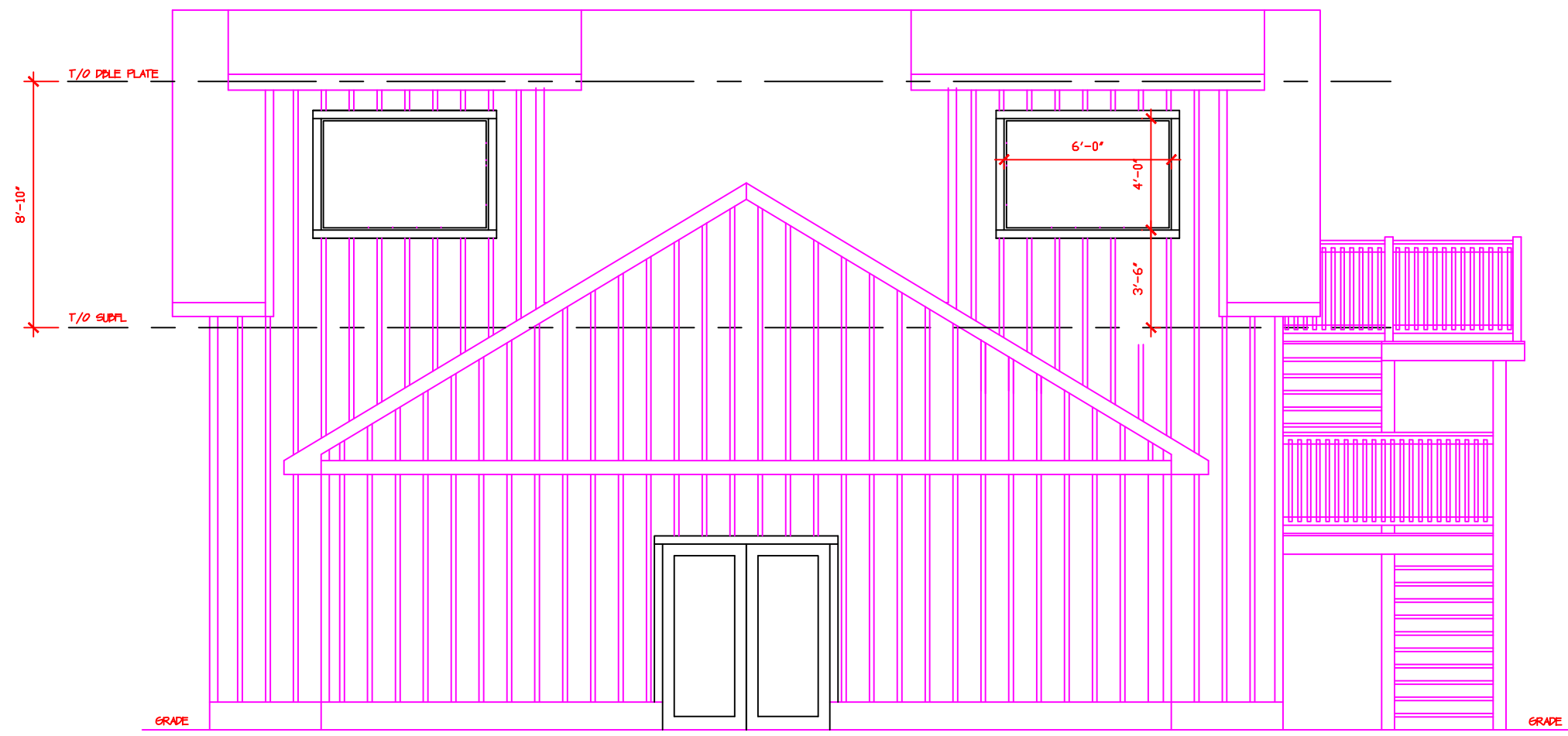
Date:  
June 30/20

Drawing No.:

Scale:  
3/16" = 1'-0"

**A-5**





1  
A6 BACK ELEVATION  
SCALE: 3/16" = 1'-0"

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

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Christopher Armstrong  24856  
NAME SIGNATURE BCIN

REGISTRATION INFORMATION

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Armstrong Contracting 32826  
FIRM NAME BCIN

**ARMSTRONG CONTRACTING**

DESIGN BUILD RENOVATE

Christopher Armstrong  
936447 Mulmur, Ont. L9V 0L5  
H : (705)435-4256 C - (705)434-8282

Project Title:  
New Dormers Added To Existing Loft  
For  
Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

Drawing Title:  
Back Elevation

Drawn by: CA

Checked by: CA

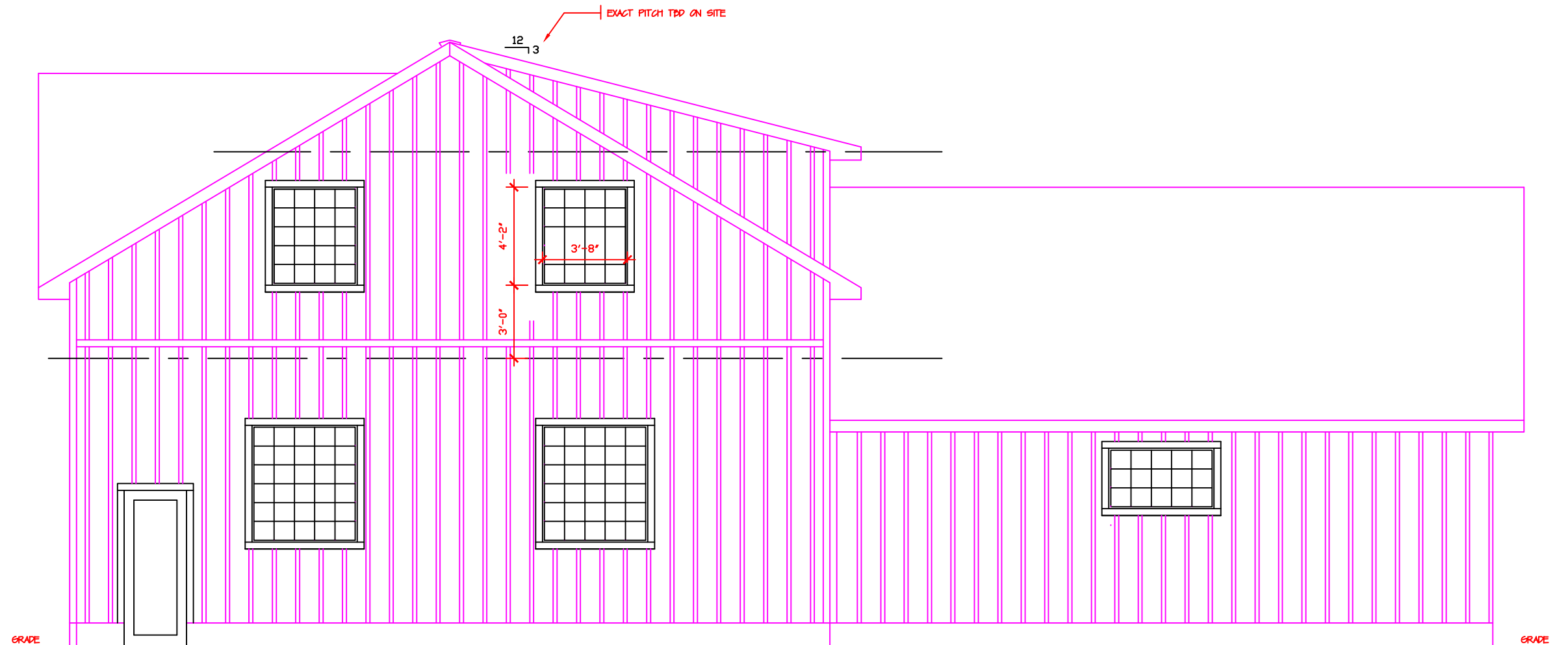
Date:  
June 30/20

Drawing No.:

Scale:  
3/16" = 1'-0"

**A-6**





1 SIDE ELEVATION  
A7 SCALE: 3/16" = 1'-0"

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

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Christopher Armstrong  24856  
NAME SIGNATURE BCIN

REGISTRATION INFORMATION

Design is exempt under 3.2.4 of Division C, of the building code.

Armstrong Contracting 32826  
FIRM NAME BCIN

**ARMSTRONG CONTRACTING**

DESIGN BUILD RENOVATE

Christopher Armstrong  
936447 Mulmur, Ont. L9V 0L5  
H : (705)435-4256 C - (705)434-8282

Project Title:  
New Doormers Added To Existing Loft  
For  
Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

Drawing Title:  
Side Elevation

Drawn by: CA

Checked by: CA

Date:  
June 30/20

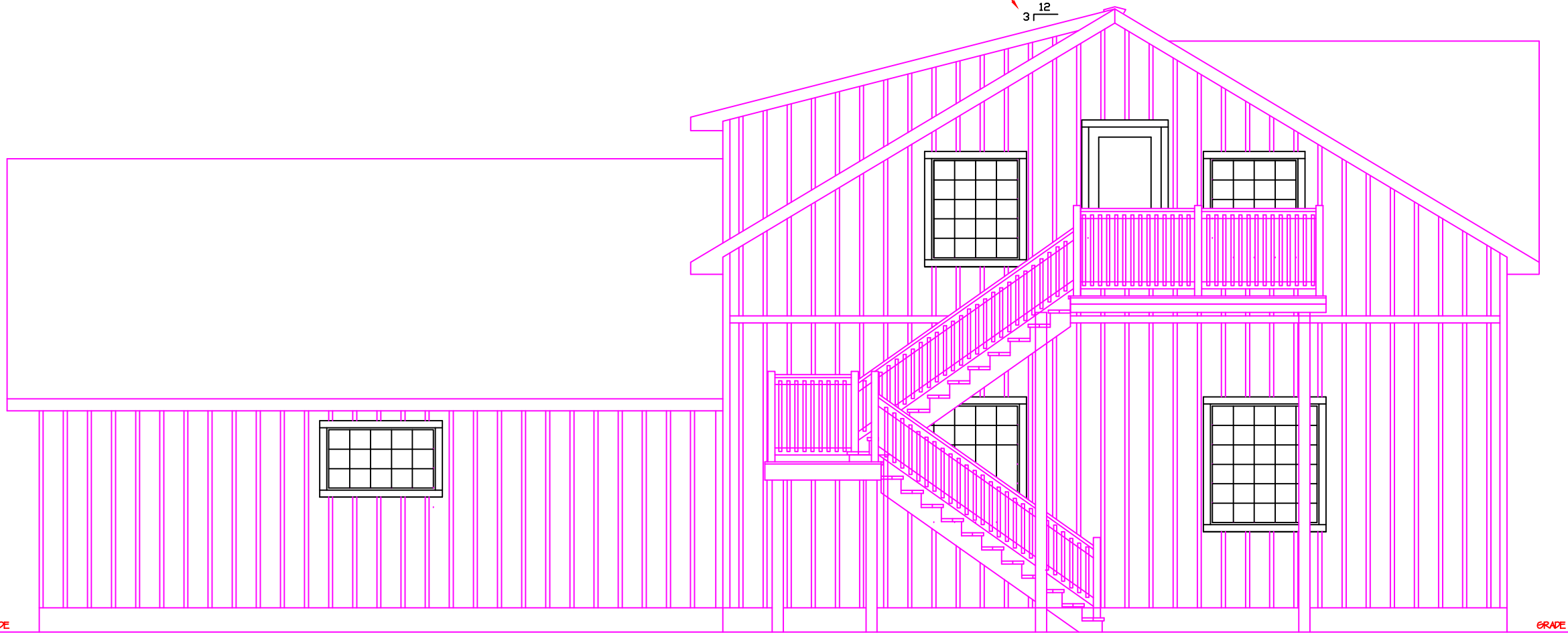
Drawing No.:

Scale:  
3/16" = 1'-0"

**A-7**



EXACT PITCH TYPED ON SITE  
 $\frac{12}{3}$



1  
A8 SIDE ELEVATION  
 SCALE:  $\frac{3}{16}'' = 1'-0''$

▽	Date:	Revisions:
1	Sept 6/20	Changed LVL to 3 ply 2"x10"

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Christopher Armstrong  24856  
 NAME SIGNATURE BCIN

REGISTRATION INFORMATION  
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Armstrong Contracting 32826  
 FIRM NAME BCIN

**ARMSTRONG CONTRACTING**  
 DESIGN BUILD RENOVATE

Christopher Armstrong  
 936447 Mulmur, Ont. L9V 0L5  
 H : (705)435-4256 C - (705)434-8282

Project Title:  
 New Doormers Added To Existing Loft For Debbie Gray

668057 20th Sdrd. Mulmur, Ont.

Reviewed & Accepted By Owner.

Drawing Title:  
 Side Elevation

Drawn by: CA

Checked by: CA

Date: June 30/20

Scale:  $\frac{3}{16}'' = 1'-0''$

Drawing No.:  
**A-8**





ASPEN AND IVY  
372 SHEET  
BARRE, ON  
L4N 6L2  
T:705.721.8585

GENERAL NOTES:  
THE IDEAS / DESIGNS INCLUDED HEREIN ARE  
THE SOLE PROPERTY OF STAPLES DESIGN  
GROUP INC. AND SHALL NOT BE REPRODUCED  
OR TRANSMITTED IN ANY FORM OR BY ANY  
MEANS, ELECTRONIC OR MECHANICAL, WITH-  
OUT THE EXPRESS WRITTEN  
CONSENT OF STAPLES DESIGN GROUP AND  
FULL PAYMENT OF ANY ASSOCIATED  
DESIGN FEES.

5		
4		
3		
2	01MAY20	REVISION-FOR REVIEW
1	06APR20	FOR REVIEW

ISSUE DATE DESCRIPTION

DRAWN BY: J.KOZA

CHECKED BY: C. STAPLES

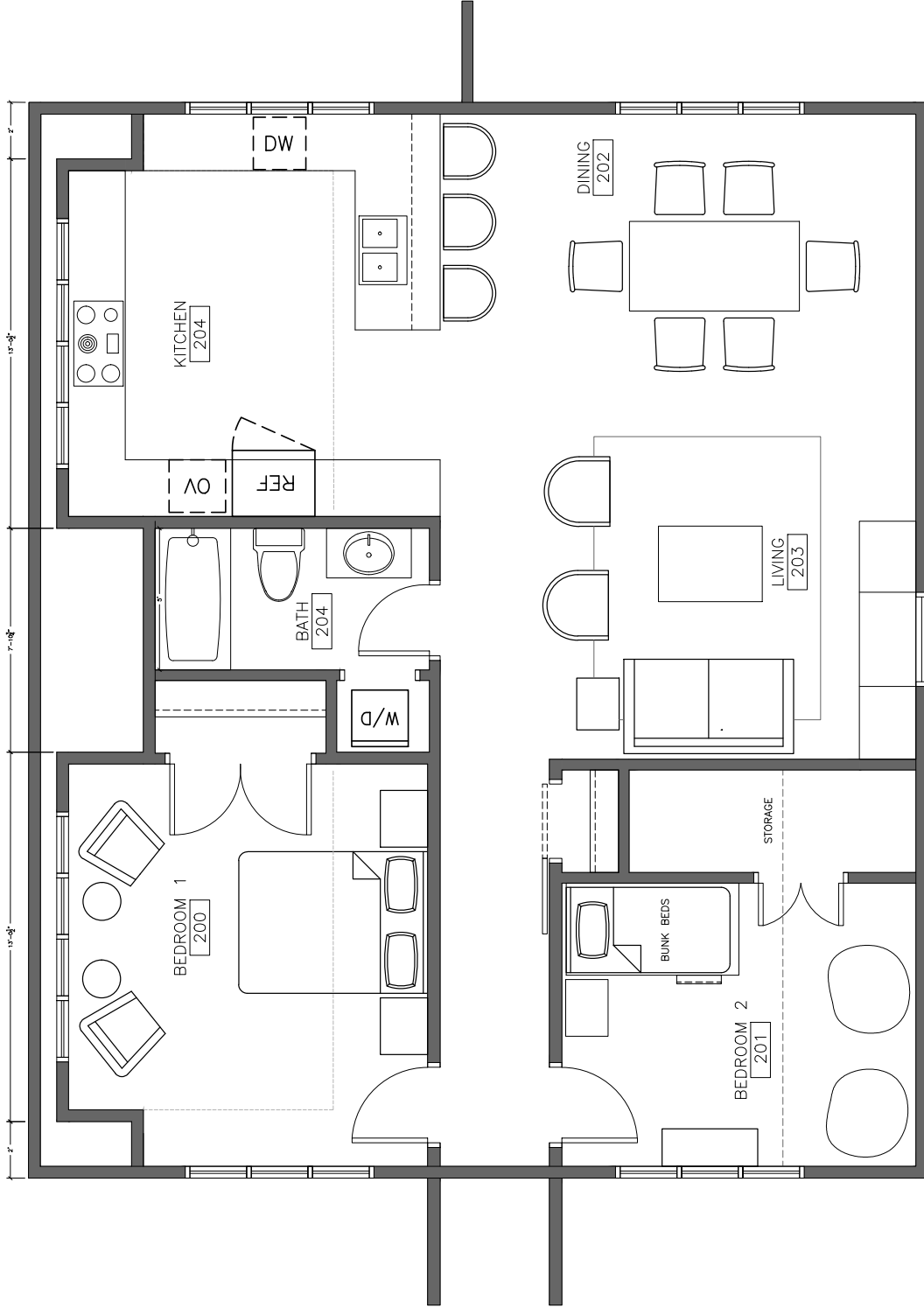
SCALE: 1/4"=1'-0"

ORIENTATION: PROJECT NORTH

PROJECT: GRAY RESIDENCE  
668057 20th SIDE RD,  
MULMAR, ON  
L9V 0V9

SHEET TITLE:  
PARTITION PLAN:  
LOFT (2)

SHEET NO.: 1-01



PLAN: LOFT SPACE PLAN 2

1/4"=1'-0"







## **REPORT TO COUNCIL**

**TO:** COUNCIL  
**FROM:** Tracey Atkinson, Planner  
**Meeting Date:** April 6, 2022  
**Subject:** More Homes for Everyone Plan

---

### **PURPOSE:**

The purpose of this report is to advise Council on recent changes to the Planning Act and proposed legislation and regulatory changes that may impact planning decision authorities.

### **BACKGROUND:**

Schedule 19 of Bill 13, the *Supporting People and Businesses Act, 2021* came into force December 2, 2021 upon royal assent. This legislation is intended to help streamline the planning system and, in some cases, help shorten approval timelines by providing municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now, subject to having appropriate official plan policies, delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws and the lifting of holding symbols, should they choose to. (Additional information is available in the January 1, 2022 agenda package.)

The following is an excerpt from section 39 of the Planning Act.

#### **Minor by-laws — delegation**

**39.2** (1) Subject to subsection (2), the council of a local municipality may, by by-law, delegate the authority to pass by-laws under section 34 that are of a minor nature to,

- (a) a committee of council; or
- (b) an individual who is an officer, employee or agent of the municipality. 2021, c. 34, Sched. 19, s. 1.

#### **Official plan requirement**

(2) Subsection (1) does not apply unless there is an official plan in effect in the local municipality that specifies the types of by-laws in respect of which there may be a delegation of authority under that subsection. 2021, c. 34, Sched. 19, s. 1.

#### **Same**

(3) Without limiting the generality of the meaning of a by-law passed under section 34 that is of a minor nature, such by-laws may include,

- (a) a by-law to remove a holding symbol; and
- (b) a by-law to authorize the temporary use of land, buildings or structures in accordance with subsection 39 (1). 2021, c. 34, Sched. 19, s. 1.

It is noted that previous to Bill 13, the Planning Act under section 41 (Site Plan Control Area) included a similar authority to delegate site plan approval to a committee or officer of the employee, as follows:

#### **Classes of development, delegation**

(13) Where the council of a municipality has designated a site plan control area under this section, the council may, by by-law,

- (a) define any class or classes of development that may be undertaken without the approval of plans and drawings otherwise required under subsection (4) or (5); and
- (b) delegate to either a committee of the council or to an appointed officer of the municipality identified in the by-law either by name or position occupied, any of the council's powers or authority under this section, except the authority to define any class or classes of development as mentioned in clause (a). R.S.O. 1990, c. P.13, s. 41 (13).

### **ANALYSIS:**

#### **Minor Zoning Amendments**

The Township Official Plan currently includes the policies required to use the planning tools, such as site plan, holding provisions, temporary uses and minor rezoning. However, an Official Plan amendment would be required to delegate minor rezoning approval authority to staff or a committee.



An Official Plan amendment to allow Council to delegate authority for minor rezonings requires notice to all property owners, Council approval on an Official Plan amendment and County of Dufferin approval. It would also require a delegation by-law after an Official Plan Amendment is in effect.

Minor zoning amendments are described in the legislation as “a by-law to remove a holding symbol; and a by-law to authorize the temporary use of land, buildings or structures”. The legislation also provides for amendments under section 34 that are “of a minor nature”.

Section 45 of the Planning Act sets out 4 tests for applications to be considered “minor variances” to a zoning by-law, which included being (1) minor in nature, (2) desirable for the appropriate development or use, (3) meets the general intent and purpose of the zoning by-law, and (4) meets the general intent and purpose of the Official Plan. An excerpt of the legislation is as follows:

45 (1) The committee of adjustment, upon the application of the owner of any land, building or structure affected by any by-law that is passed under section 34 or 38, or a predecessor of such sections, or any person authorized in writing by the owner, may, despite any other Act, authorize such minor variance from the provisions of the by-law, in respect of the land, building or structure or the use thereof, as in its opinion is desirable for the appropriate development or use of the land, building or structure, if in the opinion of the committee the general intent and purpose of the by-law and of the official plan, if any, are maintained. R.S.O. 1990, c. P.13, s. 45 (1); 2006, c. 23, s. 18 (1); 2009, c. 33, Sched. 21, s. 10 (11).

It is noted that Council, should they decide to delegate minor rezoning approval authority, would continue to make decision on large scale application and zone changes. As well, Council maintains authority to amend the Comprehensive Zoning By-law which sets out the uses permitted in each of the zones.

### **Site Plan Control**

The proposed legislation may require site plan delegation to staff. Currently the delegation is optional. The current legislation does not require any direction in the Official Plan, and could be delegated by a By-law at any time. The announcement on the proposed legislation included “requiring delegation of site plan control decisions from municipal councils to staff (would apply to all applications received on or after July 1, 2022)”

### **STRATEGIC PLAN ALIGNMENT:**

4. Growing a Sustainable Mulmur: Being Proactive in Sustainable Initiatives to ensure the long term well being of Mulmur (includes Resources/Financial/People).

### **FINANCIAL IMPACTS:**

There would be no changes to the cost of processing applications if Council were to delegate minor rezonings and site plan approval authority to staff. It is conceivable that there could be a reduction in litigation costs and staff time related to appeals.

Additional proposed changes under the “More Homes for Everyone Plan” proposed financial penalties for delayed approvals.

### **RECOMMENDATION:**

THAT Council receive the report of Tracey Atkinson, Planner, More Homes for Everyone Plan;

AND THAT Council direct staff to initiate an Official Plan amendment to provide for the delegation of minor zoning amendments;

AND FURTHER THAT Council direct staff to draft a by-law to delegate site plan approval authority to staff.

Respectfully Submitted;

*Tracey Atkinson*

Tracey Atkinson, BES MCIP RPP  
CAO/Clerk/Planner



*Minutes for Shelburne Public Library Board Meeting  
Tuesday, February 15, 2022*

**Present:** Geoff Dunlop            Shane Hall            Mikal Archer  
James Hodder            Gail Little            Margaret Mercer  
Patricia Clark            Sharon Martin

**Also Present:**        Rose Dotten, CEO/ Head Librarian

The participants met on-line through the Zoom platform due to the COVID-19 Pandemic.

The Chair, Geoff Dunlop, called the meeting to order at 7:00 P.M. and stated some guidelines for the meeting.

Participants were to mute themselves when not speaking. Rose/Geoff to stay unmuted to recognize members.

Participants were to raise their hands to ask questions or comment and wait to be recognized.

Participants were to raise their hands to vote on motions.

Reading of Land Acknowledgement:

“We would like to acknowledge the traditional territory of the Anishinaabe including the Ojibway, Potawatomi and Chippewa and the People of the Three Fires Confederacy.”

**Motion 07-22            M. Mercer, M. Archer**

In accordance with a previous motion approved by the SPL Board that members can participate in a virtual meeting;

Be it resolved that the Board now hold a virtual meeting for all board members not able to be physically present due to COVID-19 restrictions.

**Carried**

**Motion 08-22            P. Clark, J. Hodder**

Be it resolved that we approve the Agenda of the February 15, 2022, meeting.

**Carried**

**Motion 09-22            G. Little, S. Hall**

Be it resolved that we approve the minutes of the board meeting dated February 15, 2022.

**Carried**

**Motion 10-22            S. Martin, G. Little**

Be it resolved that we approve the Accounts Payable Register for February, 2022, with invoices and payments in the amount of \$29,126.62.

**Carried**

CEO/ Head Librarian’s Report:



- **Statistics—Including Social Media and e-resources**

Since we are using both curbside and in-house systems and e-resources, we have developed a different format for reporting our statistics. Attached is a summary of the Monthly Statistics for January, 2022. Our circulation statistics are steadily increasing and include both in-library and curbside circulation.

- **Library Donor Plaque**

Rose had sent pictures of our new Library Donor Plaque to the Board prior to the meeting. Board members were very pleased with the results of this tribute to our supporters.

- **Programming**

- **Children’s Programming**

Our virtual programs remain the same, although we are thinking about how to accommodate 30 plus children for Story Time. It is unclear if we should have an “in-person” Story Time if they are not wearing masks, especially since if they are under 2 years of age, masks are not required.

We also post new Lego Challenges for children every Wednesday and encourage interaction through social media. On Thursday nights, we have Sleepy Story time.

- **Tween and Teen Programming**

For the Teens and Tweens, we started a new program called *Booking It* which features a weekly book club and crafts. We are excited to welcome 20 registrants already and are hoping for more.

- **Adult Programming** –We have sent out a survey to determine if there is interest to start “Rose’s Book Club” again, either by “in person” or by Zoom. This would be an extension of Rose’s Book Club which has been curtailed because of Covid issues. As a result of the survey results, we are planning for our first meeting on April, probably on the last Thursday of the month.

## **Business**

- **Ongoing Library Protocols**

As of February 1, 2022, we allowed browsing in the library with capacity limits. Also, on March 1, 2022, we will be expanding to regular hours and allowing all 7 of the Public Access Computers to be used, but are limiting each of them to ½ hour of use unless someone has an urgent need for more time.

## **Motion 11-22**

**P. Clark, J. Hodder**

Be it resolved that SPL continue to provide programming and support to its patrons to provide online service, programming, resources, support and communication;

Be it further resolved that the SPL Board approve the recommendation to continue and maintain current staffing as modified by the CEO;

Be it further resolved that these recommendations be reviewed at the next scheduled Board meeting on March 15, 2022.

**Carried**

- **In Camera session – Not required**



**Motion 12-22 M. Archer, S. Hall**

That we now adjourn at 7:23 p.m., to meet again March 15, 2022, at 7 pm., or at call of the Chair.

**Carried**





## **SHELburne & DISTRICT FIRE BOARD**

March 1, 2022

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

### **Present**

As per attendance record.

#### 1. **Opening of Meeting**

1.1 Chair, Walter Benotto, called meeting to order at 7:00 pm.

#### 2. **Additions or Deletions**

None.

#### 3. **Approval of Agenda**

##### 3.1 **Resolution # 1**

Moved by J. Horner – Seconded by M. Mercer

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

The Board of Management approves the agenda as presented.

**Carried**



4. **Approval of Minutes**

4.1 **Resolution # 2**

Moved by E. Hawkins – Seconded by S. Hall

**BE IT RESOLVED THAT:**

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

**Carried**

5. **Pecuniary Interest**

5.1 No pecuniary interest declared.

6. **Public Question Period**

6.1 No questions.

7. **Delegations / Deputations**

7.1 No delegations present.

8. **Unfinished Business**

8.1 Closed Session

**Resolution # 3**

Moved by S. Hall – Seconded by M. Mercer

**BE IT RESOLVED THAT:**

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

**Carried**

**Resolution # 4**

Moved by G. Little – Seconded by E. Hawkins

**BE IT RESOLVED THAT:**

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

**Carried**

8.2 Automatic Aid Agreement

**Resolution # 5**



Moved by E. Hawkins – Seconded by J. Horner

BE IT RESOLVED THAT:

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

AND THAT the Chair be authorized to sign the Agreement.

**Carried**

9. **New Business**

9.1 Annual Audit – Review Engagement Letter

**Resolution # 6**

Moved by S. Hall – Seconded by G. Little

BE IT RESOLVED THAT:

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

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

**Carried**

10. **Chief's Report**

10.1 **Monthly Reports (February 2022)**

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

10.2 **Update from the Fire Chief**

The Chief advised that there were 9 inspections completed.

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

11. **Future Business:**

11.1 Nothing at this time.

12. **Accounts & Payroll – February 2022**

12.1 **Resolution # 7**

Moved by E. Hawkins – Seconded by M. Mercer

**BE IT RESOLVED THAT:**

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

**Carried**

14. **Confirming and Adjournment**

14.1 **Resolution # 8**

Moved by S. Hall – Seconded by J. Horner

**BE IT RESOLVED THAT:**

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

**Carried**

14.2 **Resolution # 7**

Moved by F. Nix – Seconded by S. Martin

**BE IT RESOLVED THAT:**

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

**Carried**

Respectfully submitted by:

Approved:

\_\_\_\_\_  
Nicole Hill  
Secretary-Treasurer

\_\_\_\_\_  
Walter Benotto  
Chairperson



## SHELBURNE & DISTRICT FIRE BOARD MEMBERS

Meeting Attendance Record Under Date of March 1, 2022

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



**MINUTES**  
**AD-HOC PLANNING ADVISORY COMMITTEE**  
**March 3, 2022 1:00 PM**

Present: Jan Benda  
Paul Cohen  
Grace Franco Lloyd  
Jim MacDougall  
Mike Marchinkiewicz  
Leah Pressey  
Lisa Swinton  
Lisa Thompson  
Tracey Atkinson – CAO/Clerk/Planner  
Roseann Knechtel – Deputy Clerk

**1. CALL TO ORDER**

The Chair called the meeting to order at 1:03 p.m.

**2. APPROVAL OF THE AGENDA**

Members sought clarification on their input into the agenda. Concerns were raised regarding digestion of public comments received through the Round Tables.

Direction was given to provide greater time to review the agenda

**Moved by Pressey Seconded by MacDougall**

THAT the Agenda be approved as amended to include item 5.4 Data Driven Process.

**CARRIED.**

**3. PREVIOUS MEETING MINUTES**

**Moved by Pressey Seconded by Franco-Lloyd**

THAT the minutes of August 25, 2021 be approved as amended to include Leah Pressey in attendance.

**CARRIED.**

**4. DISCLOSURE OF PECUNIARY INTERESTS**

Chair Thompson stated that members can declare now or at any time in the meeting.

**5. ADMINISTRATION**



## **5.1 Summary of Public Input from Roundtable Meetings**

Tracey Atkinson, Planner presented a chart outlining comments received during the open house round table information sessions and how the comments might fit into the Township's Official Plan or alternate policy documents.

Members requested additional time to review the information.

## **5.2 Report to Council – Policy Direction Report**

Tracey Atkinson, Planner presented the Committee with the decisions of Council on the high-level direction for the Official Plan amendment.

Members questioned Council's decisions. Discussion ensued surrounding staff's recommendations, the development of large homes, and the pros and cons of a development permit process.

Roseann Knechtel, Secretary requested the meeting be adjourned to allow for staff time to address member concerns.

Direction was given to the Secretary to provide the Committee with the following information:

- Committee role and expectations
- A copy of the Strategic Plan
- Dufferin County Land Needs Assessment Document
- Past annual reports of building and planning permits

## **5.3 Rural Character – Deferred**

## **5.4 Data Driven Process – Deferred**

## **6. INFORMATION ITEMS**

### **6.1 Official Plan Time Schedule**

### **6.2 Draft Policy Overview report**

## **7. ITEMS FOR FUTURE MEETINGS**

## **8. ADJOURNMENT**

**Moved by Pressey Second by Swinton**

THAT the meeting adjourns at 1:56 p.m. and meet again at the call of the Chair.

**CARRIED.**



**DUFFERIN COUNTY COUNCIL MINUTES**

**Thursday, March 10, 2022 at 7:00 p.m.**

**Video Conference**

**Council Members Present:**

Warden Wade Mills (Shelburne)  
Councillor Steve Anderson (Shelburne)(joined at 7:08 p.m.)  
Councillor John Creelman (Mono)  
Councillor Bob Currie (Amaranth)  
Councillor Guy Gardhouse (East Garafraxa)  
Councillor Chris Gerrits (Amaranth)  
Councillor Earl Hawkins (Mulmur)  
Councillor Janet Horner (Mulmur)  
Councillor Andy Macintosh (Orangeville)  
Councillor Fred Nix (Mono)  
Councillor Philip Rentsch (Grand Valley)  
Councillor Steve Soloman (Grand Valley)  
Councillor Darren White (Melancthon)

**Council Members Absent:**

Councillor Sandy Brown (Orangeville)(prior notice)

**Staff Present:**

Sonya Pritchard, Chief Administrative Officer  
Rebecca Whelan, Deputy Clerk  
Aimee Raves, Manager of Corporate Finance, Treasurer  
Anna McGregor, Director of Community Services  
Scott Burns, Director of Public Works/County Engineer  
Brenda Wagner, Administrator of Dufferin Oaks  
Cody Joudry, Director of Development & Tourism  
Rohan Thompson, Director of People & Equity

Warden Mills called the meeting to order at 7:00 p.m.

Warden Mills announced that the meeting is being live streamed and publicly broadcast. The recording of this meeting will also be available on our website in the future.



Upcoming committee meetings will be held by video conference on Thursday, March 24, 2022 at the following times:

Infrastructure & Environmental Services Committee – 9:00 a.m.

General Government Services Committee – 11:00 a.m.

Health & Human Services Committee – 1:00 p.m.

Community Development & Tourism Committee – 3:00 p.m.

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

Warden Mills gave the following statement:

“Before we proceed, you may have seen I released a public statement a week ago today to essentially add Dufferin County’s voice to millions of other voice’s around the world which have been speaking out to vehemently condemn the Russian military aggression against the people of Ukraine.

A little later on in the agenda tonight, I’m going to be putting forward a motion which deals with this in a little more detail and specifically ask for Council’s support to fly the Ukrainian flag at County offices. Given the time sensitivity of this, I am going to ask Council to consider the motion tonight on a without notice basis and hope I can count on the support of my colleagues.”

2. **ROLL CALL**

The Deputy Clerk verbally took a roll call of the Councillors in attendance.

3. **APPROVAL OF THE AGENDA**

**Moved by Councillor Creelman, seconded by Councillor Nix**

**THAT the Agenda and any Addendum distributed for the March 10, 2022 meeting of Council, be approved.**

**-Carried-**

4. **DECLARATION OF INTEREST BY MEMBERS**

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

5. **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

**Moved by Councillor Macintosh, seconded by Councillor Hawkins**

**THAT the minutes of the regular meeting of Council of February 10, 2022, be adopted.**

**-Carried-**

6. **PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

**PRESENTATION AND CONSIDERATIONS OF REPORTS**

7. **Diversity, Equity and Inclusion Community Advisory Committee Minutes – February 9, 2022**

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of February 9, 2022.

**Moved by Councillor White, seconded by Councillor Rentsch**

**THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting of February 9, 2022, be adopted.**

**-Carried-**

Councillor Anderson joined the meeting at 7:08 p.m.

8. **PUBLIC QUESTION PERIOD**

Narinder Paul Singh, an Orangeville resident, was in attendance to ask Council to consider supporting the residents of Ukraine. Mr. Singh noted the Ukrainian people will need help for a long time to come due to the widespread destruction from Russian forces. Mr. Singh requests any assistance is sent unitedly from all local municipalities and he urges the County to urgently send any needed items as soon as possible.

Warden Mills noted he would be bringing a motion forward later in the meeting seeking a statement of support. Warden Mills welcomes other councillors to add to his motion or make other notice of motions of support.



## **PRESENTATION AND CONSIDERATIONS OF REPORTS**

### 9. **Infrastructure & Environmental Services Minutes – February 24, 2022**

**Moved by Councillor Nix, seconded by Councillor Gerrits**

**THAT the minutes of the Infrastructure and Environmental Services meeting held on February 24, 2022, and the recommendations set out, be adopted.**

**-Carried-**

### 10. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #1 Township of Amaranth Developments – Work Within County Lands

THAT Report, Township of Amaranth Developments – Work Within County Lands, from the Director of Public Works/County Engineer, dated February 24, 2022, be received;

AND THAT staff be authorized to proceed with developing the agreements for the development as described in this report;

AND THAT the Warden and Clerk be authorized to sign the agreements as described in this report once complete and other related and necessary project details are finalized.

### 11. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #2 Revisiting the Dufferin County Road Network Rationalization Study

THAT staff be directed to engage with the consultants of the Dufferin Road Network Rationalization Study, C.C. Tatham & Associates Ltd., to update the study and move forward with Phase 2;

AND THAT staff be authorized to re-engage the project consultant with an approved estimated cost not to exceed \$75,000.

### 12. **General Government Services Minutes – February 24, 2022**

**Moved by Councillor Macintosh, seconded by Councillor Anderson**

**THAT the minutes of the General Government Services meetings held on February 24, 2022, and the recommendations set out, be adopted.**

**-Carried-**

- 13. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #1  
2021 Investment Activity

THAT the Report from the Manager of Corporate Finance, Treasurer dated February 24, 2022, on 2021 Investment Activity, be received.

- 14. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #2  
Annual Development Charges Report 2021

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Annual Development Charges Report 2021, be received.

- 15. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #3  
Rescue Calls Policy Update

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Rescue Calls Update, be received.

- 16. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #4  
Primary Public Safety Answering Point (P-PSAP)

THAT the report of the Manager - Preparedness, 911 & Corporate Projects dated February 24, 2022, regarding Primary – Public Safety Answering Point, be received;

AND THAT the contract with Northern911 for provision of a Primary – Public Safety Answering Point be extended until July, 2025.

- 17. **Health & Human Services Minutes – February 24, 2022**

**Moved by Councillor Gardhouse, seconded by Councillor Gerrits**

**THAT the minutes of the Health and Human Services meeting held on February 24, 2022, and the recommendations set out, be adopted.**

**-Carried-**

- 18. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #1  
Amendment to the User Fees By-law 2015-41

THAT the report of the Administrator of Dufferin Oaks, dated February 24, 2022, with respect to an amendment to the User Fee By-law be received;



AND that the fee adjustments as outlined in the report, be approved;

AND THAT Schedule B of Bylaw 2015-41 be amended as follows:

- Hot Meals – increase fee from \$7.25 to \$7.50 per meal (3.4% increase)
- Home Help and Respite – increase fee paid by client to service provider from \$15.00 to \$18.00 per hour (20% increase).

19. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #2  
Declaration of Compliance

THAT the report of the Administrator of Dufferin Oaks, dated February 24, 2022, regarding the Declaration of Compliance be received;

AND THAT Council authorizes the Warden to sign the Declaration on behalf of Council for submission to the Central West LHIN.

20. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #3  
Quarterly Community Services Activity Report – Fourth Quarter 2021

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Third Quarter, 2021, dated February 24, 2022, be received.

21. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #4  
Social Assistance Renewal Update and Engagement Results

THAT the report of the Director, Community Services, titled Social Assistance Renewal Update and Engagement Results, dated February 24, 2022, be received.

22. **Community Development & Tourism Minutes – February 24, 2022**

**Moved by Councillor Gerrits, seconded by Councillor Rentsch**

**THAT the minutes of the Community Development and Tourism meeting held on February 24, 2022, and the recommendations set out, be adopted.**

**-Carried-**

23. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #2  
Vaccine Passport Requirement for Museum of Dufferin (MoD)

THAT the vaccine verification process at the Museum of Dufferin be rescinded as of March 1, 2022.

24. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #3  
2021 Census Population Data

THAT the report of the Director of Development and Tourism, "2021 Census Population Data", dated February 24, 2022, be received.

25. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #4  
Economic Development Strategy and Update

THAT the report of the Director of Development and Tourism, "Economic Development Strategy and Update", dated February 24, 2022, be received.

26. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #5  
Minimum Distance Separation (MDS) I and Surplus Farm Dwellings

THAT the report of the Director of Development and Tourism, "Minimum Distance Separation I and Surplus Farm Dwellings", dated February 24, 2022, be received.

27. **Transit Feasibility Working Group – Summary Notes**

A summary of the Transit Feasibility Working Group meeting held on February 11, 2022.

**Moved by Councillor Hawkins, seconded by Councillor Creelman**

**THAT the summary notes of the Transit Feasibility Working Group held on February 11, be received.**

**-Carried-**

28. **Manager of Finance, Treasurer's Report – 2021 Statement of Council  
Remuneration and Expenses Paid**

A report from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, to present to Council the Statement of the Treasurer of the Remuneration and



Expenses paid to Members of Council, required by Section 284 (1) of the Municipal Act, 2001, for 2021.

**Moved by Councillor Creelman, seconded by Councillor Nix**

**THAT the report on 2021 Statement of Council Remuneration and Expenses Paid, from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, be received.**

**-Carried-**

29. **Manager of Corporate Finance, Treasurer's Report – 2021 Financial Results**

A report from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, to provide Council with an overview of 2021 financial results.

**Moved by Councillor Macintosh, seconded by Councillor Rentsch**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated March 10, 2022, regarding 2021 Financial Results, be received.**

**-Carried-**

30. **Chief Administrative Officer's Report – Diversity, Equity and Inclusion Community Advisory Committee (DEICAC) Term**

A report from the Chief Administrative Officer, dated March 10, 2022, to raise the possibility of an extension to the term of the current Diversity, Equity, and Inclusion Community Advisory Committee (DEICAC) members.

**Moved by Warden Mills, seconded by Councillor Currie**

**THAT the report from the Chief Administrative Officer, dated March 10, 2022, regarding the Diversity, Equity and Inclusion Community Advisory Committee (DEICAC), be received.**

**-Carried-**

31. **Chief Administrative Officer's Report – Monthly Update from Outside Boards**

A report from the Chief Administrative Officer, dated March 10, 2022, to provide Council with an update of activities from outside boards and agencies.

**Moved by Councillor Creelman, seconded by Councillor Gerrits**

**THAT the report of the Chief Administrative Officer, dated March 10, 2022, with respect to Reports from Outside Boards, be received.**

**-Carried-**

**CORRESPONDENCE**

**32. BDO Canada LLP**

Correspondence from BDO Canada LLP, dated February 24, 2022, containing the audit planning report.

**Moved by Councillor Macintosh, seconded by Councillor Hawkins**

**THAT the correspondence from BDO Canada LLP, dated February 24, 2022, containing the audit planning report, be received.**

**-Carried-**

**NOTICE OF MOTIONS**

**33. Moved by Councillor Creelman**

**WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;**

**AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee on January, 2022;**

**AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;**

**NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:**

- **While acknowledging the Province's growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;**



- Existing municipal inventories of potential residential units should be respected and be included in any growth targets;
- Municipal 'employment lands' should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;
- Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;
- Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;
- Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;

**AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.**

**MOTIONS**

34. **Moved by Councillor Creelman, seconded by Councillor Gardhouse**

**THAT Council suspend the requirement in Section 15.7 of the Procedural By-Law.**

**-Carried Unanimously-**

35. **Moved by Warden Mills, seconded by Councillor Macintosh**

**BE IT RESOLVED THAT Dufferin County Council condemns the unjustified aggression being waged by Russian military forces against the people of Ukraine;**

**AND THAT County Council joins the United Nations Human Rights Commission in condemning reported life-threatening racist and xenophobic treatment of Black Africans, Indian nationals, Pakistani nationals, people of Middle Eastern descent as they attempt to flee the violence in Ukraine;**

**AND THAT Council signals and affirms the support of our community for the Ukrainian people in defense of their freedom, independence and autonomy;**

**AND THAT Council calls on the Government of Canada to continue its efforts in cooperation with the global community to unequivocally oppose this aggression;**

**AND THAT Council authorizes that the Ukrainian national flag be flown at the County offices as a visual display of our community’s support for, and solidarity with, the people of Ukraine;**

**AND THAT communications staff from the County of Dufferin develop an information campaign directing residents to potential organizations for personal donations.**

A recorded vote was requested on the motion and taken as follows:

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	ABSENT	
Councillor Creelman (3)	x	
Councillor Currie (1)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)	x	
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)	x	
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Rentsch (1)	x	
Councillor Soloman (1)	x	
Councillor White (2)	x	
Total (32)	25	0
	<b>-MOTION CARRIED-</b>	



**Moved by Councillor White, seconded by Councillor Creelman**

**THAT Dufferin County Council make two donations of \$10,000 each to the Canadian Red Cross and GLOBALMEDIC to assist in the emerging and immediate needs of the people of Ukraine;**

**AND THAT this expenditure be funded from the Rate Stabilization Reserve.**

A recorded vote was requested on the motion and taken as follows:

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	ABSENT	
Councillor Creelman (3)	x	
Councillor Currie (1)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)		x
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)	x	
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Rentsch (1)		x
Councillor Soloman (1)	x	
Councillor White (2)	x	
Total (32)	23	2
	<b>-MOTION CARRIED-</b>	

The follow motion was deferred from the meeting of Council on February 10, 2022 and will be brought forward at the April 14, 2022 Council meeting.

36. **Moved by Councillor Currie, seconded by Councillor Gerrits**

**THAT the requirement that surplus farm dwelling be subject to Minimum Distance Separation 1' setback provisions be removed (if applicable) from soon-to-be-completed County Official Plan.**

37. **CLOSED SESSION**

**Moved by Councillor Horner, seconded by Councillor Hawkins**

**THAT the minutes of the Closed session minutes of Council on February 10, be adopted.**

**-Carried-**

38. **BY-LAWS**

2022-06 A by-law to set tax ratios, and to set tax rate reductions, for prescribed property subclasses, for County purposes and lower-tier municipal purposes, for the year 2022.  
Authorization: Council – March 10, 2022

2022-07 A by-law to establish property tax rates for Upper-Tier (County) purposes for the year 2022.  
Authorization: Council – March 10, 2022

**Moved by Councillor Horner, seconded by Councillor White**

**THAT By-Laws 2022-06 and 2022-07 be deferred to the April 14, 2022 Council meeting to allow staff to gather more information to clarify the property subclasses.**

**-Carried-**

2022-05 A by-law to adopt the estimates for the sums required during the year 2022 for general purposes of the Corporation of the County of Dufferin.  
Authorization: Council – March 10, 2022

2022-08 A by-law to provide property tax rebates to eligible charities for the year 2022.  
Authorization: Council – March 10, 2022

2022-09 A by-law to provide tax relief to certain low-income seniors and low-income persons with disabilities, who are owners of real property in the County of Dufferin, for the year 2022.  
Authorization: Council – March 10, 2022



- 2022-10 A by-law to amend By-Law 2015-41, fees and charges for services and activities provided by the County of Dufferin. (Schedule "B" – Dufferin Oaks Long Term Care Home)  
Authorization: Health & Human Services – February 24, 2022
- 2022-11 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Tiffany McCabe. (Lease Agreement – Mel Lloyd Centre)  
Authorization: Council – March 10, 2022

**Moved by Councillor Nix, seconded by Councillor Currie**

**THAT By-Law 2022-05, 2022-08 through to 2022-11, inclusive, be read a first, second and third time and enacted.**

**-Carried-**

39. **OTHER BUSINESS**

Councillor White requested a letter be sent to the Town of Caledon Mayor Allan Thompson to thank him for his service and his dedication to advocating for rural broadband internet. Warden Mills and Councillor White will compose a letter.

Councillor Horner asked if consideration has been given to returning to in person meetings. Sonya Pritchard, Chief Administrative Officer, advised if Council were to return to in person meetings, the meetings would not be live streamed or recorded as we currently do not have a meeting facility with the necessary technology. Staff are investigating options to outfit a County space with this technology and anticipate bringing a report forward in the coming months with recommendations.

Councillor Anderson requested a donation policy be addressed on the next General Government Services agenda. Warden Mills suggested the Committee will develop guiding principles of the policy.

40. **CONFIRMATORY BY-LAW**

- 2022-12 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on March 10, 2022.

**Moved by Councillor Hawkins, seconded by Councillor Creelman**

**THAT By-Law 2022-12, be read a first, second and third time and enacted.**

**-Carried-**

41. **ADJOURNMENT**

**Moved by Councillor Currie, seconded by Councillor Gardhouse**

**THAT the meeting adjourn.**

**-Carried-**

The meeting adjourned at 8:47 p.m.

Next meeting:       Thursday, April 14, 2022  
                          Video Conference

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Wade Mills, Warden

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Rebecca Whelan, Deputy Clerk





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



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

Those present:

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

Regrets:

Debbie Fawcett, Melancthon

#1 Call to Order by Secretary

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

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

#1 Election of Chair

Donna asked for nominations for the Chair position.

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

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

#2 Land Acknowledgement Statement

The Land Acknowledgement Statement was read.

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

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

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

None.

### #5 Delegation

None.

### #6 Approval of Draft Minutes

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

### #7 Business Arising from the Minutes

None.

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

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

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

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

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



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

## #9 General Business

### 1. Financial

#### 1. Accounts Payable

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

#### 2. A/R update

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

#### 3. YTD vs. Budget comparison

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

### 2. Discussion Regarding Meeting Dates

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

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

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

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

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

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

4. New Routes: Dufferin County Outdoor Recreation Plan

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

5. Unfinished Business

1. NDCC Agreement – 2021 Final

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

#10 Information

None.

#11 Notice of Motion

-None

#12 Confirmation Motion

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

#14 Adjournment

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

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CHAIR

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SECRETARY





## MINUTES

### MULMUR-MELANCTHON FIRE BOARD

Tuesday, March 15, 2022 at 7:30 p.m.

**Present:** David Besley, Chair – Melancthon Township  
Earl Hawkins, Vice Chair – Mulmur Township  
Ken Cufaro – Mulmur Township  
Darren White – Melancthon Township  
Mathew Waterfield – Fire Chief  
Heather Boston – Secretary

**Absent:** None

1. **Call to Order** – meeting was called to order by the Chair at 7:31 pm
2. **Land Acknowledgement**

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole

3. **Approval of the Agenda**

**Motion by: Hawkins/Cufaro**

THAT the March 15, 2022, agenda for the Mulumur-Melancthon Fire Board be approved as circulated.

**CARRIED.**

4. **Approval of Previous Meeting's Minutes**

**Motion by: Cufaro/White**

THAT the Minutes of the Mulumur-Melancthon Fire Board dated February 1, 2022, be approved as copied and circulated.

**CARRIED.**

## 5. Declaration of Pecuniary Interest

Chair Besley stated that if any member of the Board had a pecuniary interest, they could declare the nature thereof now or at any time during the meeting.

No Declarations of Pecuniary interest were stated at this time.

## 6. Treasury

### a) Accounts

#### **Motion by: Cufaro/Hawkins**

THAT the operating accounts as presented in the amount of \$15,601.09 be approved.

**CARRIED.**

## 7. Administration

### a) Fire Chief General Update

- Full Department Training now with COVID restriction changes

## 8. Information Items – None

## 9. Closed Session

Closed session pursuant to the Municipal Act, 2001 S.O. 2001, Chapter 25, Section 239: Personal matters about an identifiable individual, including municipal or local board employees and approving the previous closed meeting minutes.

#### **Motion by: Cufaro/White**

THAT the Mulmur-Melancthon Fire Board move into Closed Session pursuant to Section 239 (2) (b) of the Municipal Act 2001, as amended at 7:36 p.m. for the following reasons: - personal matters about an identifiable individual, including municipal or local board employees; and approval of past closed meeting minutes and approval of January 18, 2022, Closed Session Minutes.

**CARRIED.**

#### **Motion by: Cufaro/Hawkins**

THAT the Mulmur-Melancthon Fire Board adjourn the Closed Session at 7:45 p.m. and return to the regular meeting.

**CARRIED.**



**Motion by: White/Cufaro**

THAT the Board approve the hiring of Everhard Olivieri-Munroe as Volunteer Deputy Fire Chief; AND THAT all conditions of the Hiring Policy apply.

**10. Adjournment**

**Motion by: White/Cufaro**

THAT we do now adjourn at 7:46 pm to meet again on May 17, 2022, at 7:00 pm or at the call of the Chair.

**CARRIED.**

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Chair

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Secretary

DRAFT



**MINUTES**  
**AD-HOC PLANNING ADVISORY COMMITTEE**  
**March 21, 2022 3:00 PM**

Present: Jan Benda  
Paul Cohen  
Natalie Kosack  
Grace Franco Lloyd - electronic  
Jim MacDougall - electronic  
Leah Pressey  
Lisa Swinton  
Tracey Atkinson – CAO/Clerk/Planner

Regrets: Mike Marchinkiewicz

**1. CALL TO ORDER BY THE SECRETARY**

The Secretary called the meeting to order at 3:01 p.m.

**2. APPROVAL OF THE AGENDA**

**Moved by Pressey Seconded by Cohen**

THAT the Agenda be approved as amended to include appointment of a Chair.

**CARRIED.**

**Moved by Benda Seconded by MacDougall**

THAT Leah Pressey be appointed as chair.

**CARRIED.**

The Secretary vacated the seat and Pressey assumed the role of Chair.

**3. PREVIOUS MEETING MINUTES**

**Moved by MacDougall. Seconded by Cohen**

THAT the minutes of March 3, 2022 be approved.

**CARRIED.**

**4. DISCLOSURE OF PECUNIARY INTERESTS**

Chair Pressey stated that members can declare a pecuniary interest now or at any time in the meeting.

**5. ADMINISTRATION**



## **5.1 Committee Mandate and Role**

Tracey Atkinson summarized the report of Roseann Knechtel. Discussion ensued regarding the committee role, process for Council approval of the Official Plan, committee minutes and recommendations process for agenda inclusion and the timing of the election with respect to mandate #1.

### **Moved by Benda Seconded by Cohen**

THAT the Committee receive the report of Roseann Knechtel, Deputy Clerk, Committee Role and Mandate.

**CARRIED.**

## **5.2 Mandate Goal #2: Pursue responsible growth in residential and employment areas**

### **Update On-Farm Diversification and Home Industry regulations in the Township's Official Plan (Prosperous, Goal 2, Action 2)**

- Implement Aging in Place policies in the Township's Official Plan (Prosperous, Goal 2, Action 4)

Tracey Atkinson, Planner presented the Committee with background related to on-farm diversified uses at the Provincial level and current Official Plan. General discussion ensued regarding the Official Plan, implementation, level of detail in plans versus zoning and the role of the committee versus Council and staff in developing the policy.

The Committee discussed climate change and environmental protection. Staff noted that the Official Plan will contain environmental protection policies that will overlay agricultural properties, and will apply to on-farm diversified uses. Staff also spoke to the history and intention of the on-farm diversified use policies (to provide additional income to the farmer offsetting poor farming returns) and that climate change policies need to be evaluated/balanced with food production needs where it comes to prime agricultural lands.

Members provided the following "umbrella" topics for further discussion on inclusion in an on-farm diversified policy:

- Preference to using existing agricultural buildings
- Limit scale of business (floor area of building, massing, architecture)
- Limited land consumption (% of total holding versus total area utilized)
- Preference to locating on lower quality lands, currently fallow lands or lands with constraints
- Impacts on surrounding neighbours, including signage, illumination (light pollution) and noise

- Buffering opportunities, including trees and topography
- Limiting parking areas
- Owner occupied, rented and ensuring farming continues to be the predominate use of the parcel
- Uses to be prohibited (such as used car dealerships, scrap yards)
- Discussion on restaurants, food trucks, catering businesses
- Conditions (site plan approach versus development permit system)

The Committee discussed that the next step would be for each member to come to the next meeting with any additional “umbrella” topics, and for further discussion on the types of uses that should be encouraged or discouraged, to further support drafting and “test” the proposed policy priorities/clauses.

**DEFERRED: Implement Aging in Place policies in the Township’s Official Plan (Prosperous, Goal 2, Action 4)**

**6. INFORMATION ITEMS**

- 6.1 Resignation: Lisa Thomson**
- 6.2 Township of Mulmur Procedural By-law**
- 6.3 Township of Mulmur Strategic Plan**
- 6.4 Dufferin County Land Needs Assessment**
- 6.5 Past Building/Planning Reports**
- 6.6 Round Table Meeting Notes**

**7. ITEMS FOR FUTURE MEETINGS**

- 7.1 Mandate Goal #2: Pursue responsible growth in residential and employment areas**
  - Implement Aging in Place policies in the Township’s Official Plan (Prosperous, Goal 2, Action 4)
- 7.2 Mandate Goal #3: Protect Rural Character**
  - Update policy and definition for “rural character” (Sustainable, Goal 1, Action 1)
  - Review changes to the Provincial Policy Statement to determine viewshed protection (Sustainable, Goal 1, Action 2)
- 7.3 Mandate Goal #4: Be Proactive in the sustainable use of non-renewable resources**
  - Determine protection gaps in revised Nottawasaga Valley Conservation Authority mandate (Sustainable, Goal 2, Action 2)
  - Protect agricultural land and water and forest resources (Sustainable, Goal 2, Action 4)

**8. ADJOURNMENT**

**Moved by Swinton Second by Kosack**



THAT the meeting adjourns at 4:38 p.m. and meet again at the call of the Chair.

**CARRIED.**



## MINUTES

### MULMUR COMMUNITY EVENTS COMMITTEE

Wednesday, March 30, 2022

ZOOM - 7:00 pm

Present: Geoff Parker  
Sylvia Durance  
Shirley Boxem  
Sarah Cameron  
Jag Saini  
Komal Patel  
Roseann Knechtel- Secretary

Regrets: Catherine Carpenko

**1. Call to Order by the Secretary**

The meeting was called to order by the Secretary at 7:08 pm.

**2. Appointment of a Chair**

**Moved by Durance Seconded by Boxem**

THAT Sarah Cameron be appointed as Chair for the Mulmur Community Events Committee for the remainder of the term.

**CARRIED.**

The Secretary vacated the seat and Cameron assumed the role of Chair.

**3. Approval of the Agenda**

**Moved by Durance Seconded by Parker**

THAT the agenda be approved.

**CARRIED.**

**4. Minutes of the Previous Meeting**

**Moved by Parker Seconded by Durance**

THAT the minutes dated February 17, 2022, be approved.

**CARRIED.**



**5. Discussion Arising out of the Minutes - NONE**

**6. Disclosure of Pecuniary Interest**

Chair Cameron stated that if any member had a disclosure of pecuniary interest that they could declare nature thereof now or at any time during the meeting.

**7. Administration**

**7.1 Family Day Event February 21, 2022**

Members discussed the outcome of the event and success of the Rosemont Firefighter's raising funds in support of muscular dystrophy. Members received positive comments afterwards.

**7.2 Future Events Discussion**

Jeanette McFarlane was in attendance on behalf of the Outdoor Centre. McFarlane confirmed the Mansfield Outdoor Centre is open to working with the Committee to host an event, but do not have the staff to run the event.

The Secretary advised that a Children's Day event is being proposed for the middle of June as a promotional event for a local company. Members discussed assisting in a volunteer capacity. Member Durance and Member Parker stated they would be unavailable.

The Secretary confirmed youth could use the event towards completion of their volunteer hours.

Members discussed hosting a fall Drive-in Movie Night in conjunction with the Mansfield Outdoor Centre. McFarlane outlined the hard costs of approximately \$4000 associated with running the event. The Outdoor Centre is able to accommodate 120 cars and charge \$40 per car in past events.

Members discussed sponsorship opportunities.

Direction was given to Member Boxem to commence the development of a sponsorship package for review at the next meeting.

**8. Information Items**

**8.1 Family Day Event Correspondence**

**9. Items for Future Meetings**

- 9.1 Spring Children's Day Event
- 9.2 Fall Sponsorship Package
- 9.3 Event Volunteers

10. Adjournment

**Moved Boxem by Seconded by Saini**

THAT the meeting be adjourned at 8:08 pm with the next meeting being scheduled at the call of the Chair.

**CARRIED.**

DRAFT





## NVCA February 2022 Board Meeting Highlights

Next Meeting: March 25, 2022, held virtually

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

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### Presentation on Natural Heritage

Ryan Post, Manager of Watershed Science and Dave Featherstone, Senior Ecologist gave a **presentation on NVCA's Natural Heritage Program**.

This program is part of **NVCA's strategic and business plans**, and covered within Categories 1 and 3 of the recently updated *Conservation Authorities Act*. There are five roles and responsibilities within the Natural Heritage Program:

#### Natural Heritage Systems

NVCA is looking to develop a watershed wide natural heritage system to protect interconnected natural heritage features and functions at a watershed level.

Natural Heritage Systems are made up of natural heritage features and areas that are linked by natural corridors. These systems can include lands that have been restored, and areas that have the potential to be restored.

This work supports **NVCA's watershed management objectives** and plan review responsibilities.

#### Wetland regulations mapping and field verification

Conservation authorities across Ontario were prescribed by the *Conservation Authorities Act* to regulate wetlands. NVCA developed wetland mapping to support this updated legislation.

Watershed Science staff are responsible for keeping this map up to date, and they do this by using satellite imagery, as well as verifying wetland boundaries by site visits and using GPS units.

### Conservation Land Inventories

Staff completes ecological surveys on NVCA properties, such as Tiffin Conservation Area, Nottawasaga Bluffs Conservation Area, Minesing Wetlands and most recently Boyne Valley Springs (Oliver Property).

### Natural Heritage Monitoring

NVCA has been involved in invasive species management in various areas across the watershed. NVCA has partnered with Georgian Bay Forever, the Town of Collingwood, Blue Mountain Watershed Trust and various condominiums to manage Phragmites along Collingwood shoreline.

Some other monitoring efforts include species at risk and forest and marsh bird monitoring.

### Program Communications and Outreach

NVCA publishes Watershed Health Checks every five years to provide results of data analysis member municipalities, partner organizations and interested members of the public.

### Employee Handbook Update

The Board of Directors approved two changes **to NVCA's employee handbook**: updates to the Remote Work Policy, and the addition of the Right to Disconnect policy.

### Remote Work Policy

Depending on the eligibility of the position, and upon approval, staff may establish a remote work agreement with NVCA. This policy was created by a committee formed of Human Resources Managers at six different conservation authorities, is being implemented at many of the CAs in the Province. It ensures that all legal and liability issues are addressed

while allowing staff who are eligible to enjoy some flexibility.

### Right to Disconnect Policy

Due to work-related pressures, the current **landscape of work, or an employee's work** environment or location, employees may feel obligated or choose to continue to perform their job duties outside their normal working hours.

With this new policy, staff are encouraged to set clear boundaries between work and their personal lives.

### Inventory of Programs and Services for Submission to MECP

The *Conservation Authorities Act* required conservation authorities to prepare Transition Plans outlining steps and timelines for the preparation of an Inventory of Program and Services and for the development and execution of funding agreements with participating municipalities.

Staff created this inventory and completed a 5-year average of financials for each along with the appropriate category they will go under (1, 2, or 3 as per the CA Act). This inventory will be part of the discussions with our municipal partners and for the creation of **MOU's relating** to category 2 and 3 items requiring municipal levy.

[Download NVCA's inventory of Programs and Services here.](#)





## NVCA March 2022 Board Meeting Highlights

Next Meeting: April 22, 2022, held virtually

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

### Presentation on NVCA's Maple Syrup Program

Spring Tonic Maple Syrup Festival

#### NVCA's Spring Tonic Maple Syrup Festival

represents the strong partnerships that NVCA has with communities and municipalities.

It is an opportunity to engage with community members, increase the profile and understanding of NVCA and raising funds to deliver programming and reduction of municipal levy support.

The festival is jointly coordinated by NVCA and volunteers from the Rotary Club of Barrie. This **year's festival will be held on April 2 – 3, 2022** at the Tiffin Conservation Area.

[Please visit NVCA's website for more information about the festival.](#)

#### Environmental Education Program

Thanks to maple syrup programming, March is the busiest month for **NVCA's** programming outside of the Simcoe County District School Board agreement.

The program covers many different sections of the Ontario curriculum, from kindergarten up to Grade 6. It is delivered to local school boards, March Break Camp, nature school, community groups including New Comers of Canada.

In the last five years, 14 out of 18 watershed **municipalities have participated in NVCA's** maple syrup program. Virtual programming will be offered to the last four municipalities. French programming will be offered next year.

#### Maple Syrup Production

Maple syrup was already in production at the Tiffin Conservation Area in the 1970s before

NVCA took over ownership of the property. The current program has been operating for over 20 years. Sap collection and syrup production is mostly volunteer led.

**In 2017, NVCA's Board of Directors supported** the purchase of an evaporator that processes syrup from approximately 700 taps, or over 1.5 km of line.

#### Revenue

Each year, the maple syrup education program captures \$25,000 annual revenue, while maple syrup sales make up for \$10,000 annually and in 2019, the Spring Tonic Maple Syrup Festival saw \$20,000 in revenue.

### Canada Community Revitalization Fund

**NVCA's** Board of Directors approved the use of the Canada Community Revitalization Fund to replace an accessible pond platform and the construction of an accessible pond dipping platform at the Tiffin Conservation Area.

This infrastructure will ensure students of all **abilities taking part in Tiffin's Environmental Education** program can participate in pond studies, and will be completed by December 31, 2022.

### Update Inventory of Programs and Services for Submission to Ministry of Environment, Conservation and Parks

In February 2022, NVCA completed the Inventory of Programs and Services (IP&S), and submitted this information to the Ministry of Environment, Conservation and Parks (MECP) and all 18 member municipalities.

Municipal CAOs were asked to review this information with their appropriate staff and

bring the NVCA their questions and concerns. As a result, NVCA is in active discussions with two member municipalities.

As NVCA and Lake Simcoe Regional Conservation Authority share responsibilities for several municipalities, future discussions regarding the updated Conservation Authorities Act must be consistent. Therefore, NVCA will be dividing the watershed into three collectives for some of our future meetings including:

- Eastern: Oro-Medonte, Barrie, Innisfil, Bradford West Gwillimbury, and New Tecumseth.
- Central North: Springwater, Wasaga Beach, Essa, Clearview, Collingwood and Blue Mountain.
- Western: Adjala-Tosorontio, Amaranth, Mono, Shelburne, Melancthon, Mulmur and Grey Highland.

## Planning Services Workload and Staffing

Since 2018, NVCA's **Planning and Regulations** staff has seen a 75% increase in the number of applications. The significant increase in workload has placed tremendous pressure on staff to meet provincial and municipal review timelines and has resulted in reduced efficiency in recognizing user fee revenues.

To address this issue, NVCA will add an additional planning staff person and may transition an existing administrative contract position to permanent.

The additional staff resource will assist with returning phone calls, emails, follow up on pre-consultation requests, request fees, process committee of adjustment applications and support regulations staff.

This will allow senior planning staff time to focus on high revenue files such as plan of subdivision and aggregate proposals and recognize review fees associate with those files on a more frequent basis. NVCA expects that the recognition of these fees will help support the salary of the new staff member.

## Customer Satisfaction Report

In 2013, NVCA adopted a Customer Service Charter and Strategy that sets out the **authority's commitment to providing excellence** in customer service. Continuous improvement is a key element of the charter.

### Regulations

In 2021, 100 individuals and organizations completed a client survey on the NVCA permit application process. The survey is sent to all those receiving NVCA permits.

Ninety (90%) of those completing the client survey rated their overall experience with **NVCA's permit application process as good or excellent**. In general, the responses that were ranked as good or excellent in 2021 was 90%, slightly lower than the 96% rating received in 2020.

### Lands

Two (2) respondents provided feedback regarding **parking for two of NVCA's** conservation areas.

**NVCA's conservation areas received 5-star ratings on Google's business listings.**

### Education

In 2021, 21 teachers submitted feedback **surveys on NVCA's virtual environmental** education programs.

Of those responding, 100% rated the programs allowed students to develop appreciation of wild spaces. Ninety-four percent (94%) ranked that there were good or excellent opportunities to interact with the natural world. Ninety-four percent (94%) of respondents ranked that the program included real-world and/or hands-on curriculum connections.

### Stewardship

**NVCA's stewardship services include Forestry,** the Healthy Waters grant program, and other projects to protect and enhance our watershed. Comments received from funders and landowners generally describe the **expertise and dedication of NVCA's stewardship staff.**

[Please visit NVCA's website to view the 2021 Customer Service Satisfaction Report.](#)



# Nottawasaga Valley Conservation Authority Inventory of Programs and Services

Approved by Board of Directors: February 25, 2022

The costs associated with each program and service are estimated based on the 2017-2021 5-year average. COVID-19 has a significant impact on the revenues of the NVCA and therefore, some revenues are lower in the average than they may have been. The costs for programs and services increase annually due to increases in wages and benefits and the increased operational costs due to inflation.

## Natural Hazard Management Program

Program Description: Conservation Authorities (CAs) are the lead provincial agencies on Natural Hazard issues. The goal is to protect life and property from flooding and erosion. This watershed-wide, comprehensive program includes development applications and permits, municipal plan input and review, environmental planning and policy, flood forecast and warning, flood and erosion control infrastructure, technical studies, ice management, education, and public awareness.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
310	Section 28.1 Permit Administration and compliance activities	Respond to property inquiries. Reviewing and processing of permit applications and associated technical reports under O.Reg., 172/06, site inspections to confirm compliance, communication with applicants, agents, consultants, and legal representatives.	1	CA Act Reg. 686/21 s.8	\$504,000	41% Municipal Levy 1% Federal Grant 58% Self-Generated User Fees	Prior February 2022

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
310/441	Municipal Plan Input and Review	<p>Provide technical input and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances).</p> <p>Provide input into municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Northern Development, Mines, Natural Resources and Forestry (MNMNRF), delegated to CAs in 1983.</p> <p>Provide input into the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Sec. 28 permit requirements.</p>	1	CA Act O. Reg. 686/21 s.6/7	\$500,500	<p>17% Municipal Levy 1% Provincial Grant 82% Self-Generated User Fees</p> <p>**Municipal Levy is primarily focused on plan input and other municipal projects (e.g., environmental assessments, secondary plans, etc.). Site specific applications are intended to be covered 100% by self-generated user fees.</p>	Prior February 2022
310	Plan Review Not Related to Natural Hazards	Provide technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances).	2	CA Act s.21(1)(n)	\$135,500	<p>100% Self-Generated User Fees</p> <p>**The cost of this work is difficult to separate out as the review is included in the above section. There is no additional cost to the municipalities for this work.</p>	Prior February 2022



NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
437	Flood & Low Water Forecasting and Warning	<p>Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow course, flood event forecasting, flood warning, communications and response and equipment maintenance. Annual meeting with municipal flood emergency coordinator. Low water conditions monitoring and analysis.</p> <p>Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.</p> <p>Data collection, mapping, data sets, watershed photography. Development and use of systems to collect and store data and to provide spatial geographical representations of data.</p>	1	CA Act 21.1 O. Reg. 686/21 Sec 2 Sec 3	\$178,500	62% Municipal Levy 35% Provincial 3% Self-Generated (municipality pays for a service)	Prior February 2022
431	Flood and Erosion Control Infrastructure Operation and Management	Flood and erosion control infrastructure operations. (routine activities related to the operation of the structures). Includes five flood control projects and 13 erosion control projects that are annually inspected, and routine maintenance work completed.	1	CA Act 21.1 O. Reg. 686/21 Sec 2 Sec 5	\$27,000	54% Municipal Levy 46% Provincial	Prior February 2022
432/433/ 434/435/ 436	Flood and Erosion Control Infrastructure Major Maintenance	Routine and preventative maintenance on flood and erosion control structures as required. Projects are eligible for the Water and Erosion Control Infrastructure (WECI) funding from the province.	1	CA Act 21.1 O. Reg. 686/21 Sec 5	\$96,000	48% Municipal Levy 42% Provincial 10% Municipal Grant	Prior February 2022

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
438	Ice Management Services	Preventative measures associated with the control of ice in areas where there is a chronic problem occurring annually, where there is an increase in the risk to life and property and where there is a method to reduce the possible adverse effects of the ice. The Ice Management Plan is being updated.	1	CA Act 21.1 O. Reg. 686/21 Sec 4	\$4,500	25% Municipal Levy 25% Provincial 50% Special Benefitting Municipal Levy	Prior February 2022
430	Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Georgian Bay shoreline management. These projects often last one to two years and are distributed over time as human resources and funding is available.	1	CA Act 21.1 O. Reg. 686/21 Sec 1	\$51,500	24% Municipal Levy 13% Provincial 18% Municipal Grants 45% Federal Grants	Prior February 2022
442/680	Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Public events, materials. Social media services. Media relations.	1	CA Act 21.1 O. Reg. 686/21 Sec 1(2)(3)	\$3,000	53% Municipal Levy 47% Provincial	Prior February 2022



Provincial Water Quality & Quantity Monitoring

Program Description: The NVCA, in partnership with Ministry of Environment, Climate Change and Parks (MECP), has established long term sites to monitor surface and ground water conditions.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
420	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring at nine sites. CA takes water samples and MECP does lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.	1	CA Act 21.1.1 O. Reg. 686/21 12 (1) 2	\$11,000	100% Municipal Levy	Prior February 2022
420	Provincial Groundwater Monitoring Network (PGMN)	A long-standing CA/MECP partnership for groundwater level and quality monitoring at 16 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation and continues to fund equipment replacements. Data collected supports flood forecast and warning, low water response, and water quality monitoring.	1	CA Act 21.1.1 O. Reg. 686/21 12 (1) 1	\$21,500	51% Municipal Levy 42% Provincial Grants 7% NGO Grants	Prior February 2022

## Local Water Quality Monitoring

Program Description: The NVCA, in partnership with community organizations, municipalities, and federal and provincial agencies has established sites to monitor surface water quality and quantity.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
420	Surface Water Quality/ Stream Health Monitoring Program	Surface water quality monitoring for Benthic macroinvertebrates at an average of 65 sites per year, water temperature monitoring at an average of 57 sites per year, electrofishing at an average of 20 sites per year, and around 100 sites per year for flows. Responding to local spills events at the request of MECP. Costs include sampling, analysis, and reporting.	3	CA Act 21.1 (a)	\$98,000	67% Municipal Levy 8% Provincial Grants 5% Federal Grants 1% NGO Grants 19% Self-Generated User Fees	Prior February 2022
420	Simcoe Groundwater monitoring program	In partnership with the OGS the NVCA monitors groundwater level and quality at 29 locations. Costs include equipment, data collection, analysis, data management and reporting.	3	CA Act 21.1 (a)	\$18,000	61% Municipal Levy 31% Provincial Grants 8% NGO Grants	Prior February 2022
420/680	Watershed Report Card	Conservation Authorities report on local watershed conditions every five years, led by Conservation Ontario's Watershed Report Cards. The NVCA watershed is divided into 9 subwatersheds. Measuring increases understanding of the watershed, focuses efforts and tracks progress.	3	CA Act 21.1 (a)	\$22,000	100% Municipal Levy	Prior February 2022



## Drinking Water Source Protection

Program Description: The protection of municipal drinking water supplies in the NVCA through the development and implementation of the Source Protection Plans.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
420	Drinking Water Source Protection Program (DWSP)	Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations.	1	CA Act 21.1.1 O.Reg. 686/21 Sec. 13	\$170,000 \$11,000 - SPMIF TOTAL - \$181,000	100% Provincial, however in our books SPMIF money came as special benefitting by municipality, but it came through MECP funds	Prior February 2022
420	DWSP Risk Management Official	Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements.	2	CA Act 21.1.1	\$39,000	100% Self-Generated (municipalities pay for services)	Prior February 2022

## Natural Heritage

Program Description: The NVCA completes natural heritage monitoring, delineation of natural heritage systems, data analysis and wetland regulation mapping to support municipalities, other NVCA departments and inter-agency and NGO partnerships.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
420	Natural Heritage Systems	Development of natural heritage systems supporting watershed management objectives.  Field based monitoring of terrestrial flora and fauna including bird monitoring and invasive species and species at risk.	3	CA Act 21.1 (a)	\$70,000	94% Municipal Levy 4% Provincial Grants 2% NGO Grants	Prior February 2022
420	Wetland & Natural Heritage Evaluations	Complete wetland evaluations and natural heritage evaluations of NVCA properties.	1	CA Act 21.1.1	\$11,000	100% Municipal Levy	Prior February 2022
420	Wetland Regulation Mapping	Maintain and update NVCA wetland regulation mapping.	1	CA Act 21.1.1	\$11,000	100% Municipal Levy	Prior February 2022



## Conservation Authority Lands and Conservation Areas

Program Description: NVCA owns 5,240 hectares of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. NVCA property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
150/661	Section 29 Minister's regulation for Conservation Areas	Undertake Conservation areas regulations enforcement and compliance initiatives within Conservation areas to prevent unlawful activity and protect the Authority from exposure to liability under the <i>Occupiers' Liability Act</i> .	1	CA Act 21.1(1)(i); 28(1)(d); 28(1)(e); 29(1)	\$87,500	100% Municipal Levy	Prior February 2022
150	New Lowell Campground	Long-term lease with a private party to operate a campground and associated facilities at New Lowell Conservation Area.	3	CA Act Non-passive recreation 21.1.2(1); 29(1)	\$19,500	100% Self-Generated - Lease	Prior February 2022
150	Tottenham Campground	Long-term lease with municipal partner to operate a campground and associated facilities at Tottenham Conservation Area.	2	CA Act Non-passive recreation 21.1.1(1)(4); 29(1)	\$0	Municipality leases at no cost and they retain revenues generated	Prior February 2022

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
150	Utopia Conservation Area	Short-term lease (5-year) with community partner for management of the Utopia Conservation Area	1 & 3 CA Owned land (1) with lease for partner management of mill (3)	CA Act Passive recreation 21.1(1)(i); 21.1.2 (1); 29(1)	\$0	Lease partner pays expenses of property (ie. Property taxes)	Prior February 2022
150	Edenvale Conservation Area	Long-term lease with municipal partner for the management of the Edenvale Conservation Area.	2	CA Act Passive Recreation 21.1.1(1)(4); 29(1)	\$0	Municipality leases at no cost	Prior February 2022
150	Beeton Creek Property	Short-term lease (5-year) with community partner to lease residence	1 & 3 CA Owned land (1) & lease of residence (3)	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)	\$7,000	100% Self-Generated - Lease	Prior February 2022
150	Mayer's Marsh	Agricultural lease (annual)	3	CA Act 21.1.2 (1); 29(1)	\$500	100% Self-Generated - Lease	Prior February 2022
150	Petun Conservation Area	Short-term lease (5-year) with community partner to lease portions of the property for fish hatchery operations	1 & 3 CA Owned land (1) & lease portion of property (3)	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)	\$0	Lease partner pays expenses of property (ie. Property taxes)	Prior February 2022



NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
150	Utopia Conservation Area	Short-term lease for commercial access through the Utopia Conservation Area	1 & 3 CA Owned land (1) & lease for commercial access through property (3)	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)	\$4,500	100% Self-Generated - Lease	Prior February 2022
150	Riverdale Park	Long-term lease with municipal partner for the management of Riverdale Park.	2	CA Act/ Passive Recreation 21.1.1(1)(4); 29(1)	\$0	Municipality leases at no cost and they retain revenues generated	Prior February 2022
150	Black Ash Creek	Formalized agreement for commercial access through Black Ash Creek (NVCA-owned property)	1 & 3 CA Owned land (1) & lease for commercial access through property (3)	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)	\$15,000	100% Self-Generated - one-time lump sum payment of \$85,000	Prior February 2022
110/150/661	NVCA forests and management areas (not Conservation Areas)	Management and maintenance of CA owned lands. Includes forest management, signage, gates, passive recreation, stewardship/ restoration, carrying costs such as taxes and insurance.	1	CA Act 21.1(1)(i); 27(1); 29(1)	\$31,500	100% Municipal Levy	Prior February 2022

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
150/661	Conservation Areas	Management and maintenance of 11 conservation areas and over 30km of recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, picnic tables, pavilions, roadways, stewardship/ restoration, carrying costs such as taxes and insurance.	1	CA Act 21.1(1)(i); 27(1); 29(1)	\$186,500	65% Municipal Levy 20% Self-Generated User Fees 1% Municipal Grant 6% Federal Grant 5% NGO Grant 3% Donations	Prior February 2022
150/661	Conservation Area Major Maintenance	Major maintenance and capital improvements to support public access, safety, and environmental protection such as parking lots, pedestrian bridges, boardwalks, trails.	1	CA Act 21.1(1)(i); 25(1); 27(1)	\$52,500	100% Municipal Levy	Prior February 2022
150/661	Land acquisition	Strategic acquisition of environmentally significant properties as per NVCA's 2020 Land Securement Strategy.	3	CA Act 21.1.2 (1)	\$9,000	100% Municipal Levy	Prior February 2022
150/661	Inventory of Conservation Authority lands	The land inventory will include the following information: location as well as date, method and purpose of acquisition, land use. One time project with updates as properties are acquired or disposed of and details of agreement and/or tax programs (if applicable) (MFTIP, CLTIP).	1	CA Act 21.1(1)(i)	\$0 as not completed – to be completed as part of the MECP Transition Plan	Unknown – Scope of project needs to be completed to determine where funding may come from	Post February 2022



NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
150/661	Strategy for CA owned or controlled lands and management plans	This strategy will include the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and services on the lands, public consultation, publish on website. One-Year Project.	1	CA Act 21.1(1)(i)	\$0 as not completed – to be completed as part of the MECP Transition Plan	Unknown – Scope of project needs to be completed to determine where funding may come from	Post February 2022
150/661	Land Acquisition and Disposition Strategy	A policy to guide the acquisition and disposition of land in order to fulfill the objects of the authority. Current Land Securement Strategy runs from 2020 to 2030.	1	CA Act 21.1(1)(i)	\$9,000	100% Municipal Levy	Prior February 2022
150/661	Events	Includes weddings, corporate events, private gatherings, etc.	3	CA Act 21.1.2 (1)	\$93,000	20% Municipal Levy 80% Self-Generated User Fees	Prior February 2022
150/661	Festivals	Includes public events (ex. Spring Tonic, Festival at the Fort, etc.)	3	CA Act 21.1.2 (1)	\$35,000	54% Municipal Levy 46% Self-Generated User Fees	Prior February 2022

Watershed Stewardship and Restoration (Urban, rural & agricultural)

Program Description: The stewardship and restoration program has three key components: one-on-one technical and financial assistance to watershed landowners, coordination of target river restoration initiatives based on watershed science, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
110/120	Private Land Stewardship Program	Work with property owners and environmental groups to mitigate flood and erosion hazards, protect water quality, restore floodplains, reduce nutrient contamination, restore wetlands, manage non-native invasive species, protect groundwater, improve aquatic species at risk habitat and promote climate change mitigation and adaptation. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques. Apply for and manage external funding, promote private land stewardship, provide technical advice and design support and funding assistance.	3	CA Act 21.1.2 (1)	\$322,000	27% Municipal Levy 3% Municipal Grants 2% Provincial Grants 41% NGO Grants 25% Federal Grants 2% Self-Generated User Fees	Prior February 2022



NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
110/120	CA owned Land Stewardship Program	Work to mitigate flood and erosion hazards, protect water quality, restore floodplains, reduce nutrient contamination, restore wetlands, manage non-native invasive species, protect groundwater, improve aquatic species at risk habitat and promote climate change mitigation and adaptation on CA owned lands. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques.	1	CA Act 21.1.2 (1)	\$119,500	26% Municipal Levy 1% Provincial Grants 4% Municipal Grants 47% NGO Grants 21% Federal Grants 1% Self-Generated User Fees	Prior February 2022
110/120	Tree Planting and Forestry Services on Private Land	Forestry services including planting plan development, site preparation, tree and shrub planting, and survival assessments. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover.	3	CA Act 21.1.2 (1)	\$518,500	23% Municipal Levy 1% Provincial Grants 4% Municipal Grants 50% NGO Grants 13% Federal Grants 9% Self-Generated User Fees	Prior February 2022

## Conservation Education and Community Outreach

Program Description: Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds and ecosystems and conservation actions they can implement.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
630	School programs	Curriculum-based education programs for pre-school, elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place in school yards, schools, field trips to conservation areas, community parks and through online learning opportunities.	3	CA Act 21.1.2 (1)	\$138,000	20% Municipal Levy 80% Self-Generated User Fees	Prior February 2022
630	Community programs and events	Education, day camp, outreach programs and community events to assist in achieving the objectives of the conservation authority. Some of these programs are open to people of all ages.	3	CA Act 21.1.2 (1)	\$122,000	6% Municipal Levy 94% Self-Generated User Fees	Prior February 2022



Enabling Services:

Program Description: Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable the NVCA to operate in an accountable, efficient and effective manner.

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
660/680	Corporate Services	Administrative, human resources, financial, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies.	1	CA Act 20	\$505,500	40% Municipal Levy 8% Self-Generated (user fees, investment income) 52% Self-Generated through cross charges to non-enabling programs	Prior February 2022
680	Financial Services	Annual budget, accounts payable and receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing, and submitting reports to CRA, benefits program administration.	1	CA Act 20	\$235,500	87% Municipal Levy 13% Self-Generated through cross charges to non-enabling programs	Prior February 2022
670/680	Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	1	CA Act 20	\$4,500	100% Self-Generated through cross charges to non-enabling programs	Prior February 2022
670	Governance	Supporting CA Boards, Advisory Committees, Office of CAO and Senior Management.	1	CA Act Part IV	\$315,500	88% Municipal Levy 12% Self-Generated through cross charges to non-enabling programs	Prior February 2022

NVCA Code(s) (internal use)	Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	Average Annual Costs -5 yr average	Current Funding mechanism and percentage of costs (Provincial, Municipal Levy, Self-Generated)	Program/Service provided date (prior or post Feb 2022)
680	Communications and Outreach	Informing public of NVCA programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.	1	CA Act 20	\$111,500	90% Municipal Levy 10% Self-Generated through cross charges to non-enabling programs	Prior February 2022
661/660/680	Administration Buildings	Office buildings and workshop used to support NVCA staff, programs, and services. Includes utilities, routine and major maintenance, property taxes.	1	CA Act 20	\$54,500	100% Self-Generated through cross charges to non-enabling programs	Prior February 2022
410	Information Technology Management/GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	1	CA Act 20	\$309,500	81% Municipal Levy 1% Self-Generated User Fees 18% Self-Generated through cross charges to non-enabling programs	Prior February 2022
650	Vehicle and Equipment	A fleet of vehicles and equipment to support the work of the NVCA, including capital purchases, fuel, licenses, repairs, and maintenance. Programs and projects are charged for the use of the vehicles and equipment.	1	CA Act CA Act 20	\$123,500 however 5 yr average is lower due to COVID, typically around \$135,000	100% self-generated through cross charges to non-enabling programs	Prior February 2022
ALL	ALL	Asset Management Services	1	CA Act 25/26	\$125,000	93% Municipal Asset Levy 7% Reserves	Prior February 2022





## **Inventory of Programs and Services 2/28/2022**

The Conservation Authorities Act recent regulatory changes require the NVCA to prepare Transition Plans outlining steps and timelines for the preparation of an Inventory of Program and Services (IP&S) and for the development and execution of funding agreements with participating municipalities.

On December 5, 2020 the Conservation Authorities Act was amended. This was followed by three new regulations on October 1, 2021. These changes require CAs to:

- Complete a Transition Plan by December 31, 2021
- Complete a Program Inventory by February 28, 2022
- Complete Cost Apportioning Agreements by January 1, 2024

Transition Plans require conservation authorities to:

- Outline the timeline and steps they will follow to prepare a program inventory and enter into cost apportioning agreements with participating municipalities

Program Inventories then require conservation authorities to:

- List their current programs and services
- Categorize their programs and services into three categories
  - o Category 1 – prescribed as mandatory by the province
  - o Category 2 – delivered on behalf of municipalities
  - o Category 3 – those that further the conservation, restoration, development and management of natural resources
- Identify the cost of delivering each program and service
- Identify the revenue source(s) of each program and service

Cost-Apportioning Agreements then require conservation authorities to:

- Enter into agreements with participating municipalities for any category 2 or 3 programs that are support by municipal levy.

Our NVCA IP&S document clearly identifies each program by class category 1, 2, or 3 indicating how each program is funded and identifying how each program relates to the CA Act regulations. The numbers were generated using a 5-year average cost scenario. We selected this method to compliment our 2022 Budget outlining current day financial values that you have.

From a funding perspective we have outlined by percentage where the funds come from as Levy, Special Levy, Federal/Provincial Grants, and Self-Generated income.

There is always work to be done to improve environmental conditions, especially in rapidly urbanizing areas across our watershed. As an organization with a mandate that is dedicated to the preservation of a healthy environment we believe all the programs and services we currently provide deliver a very good product providing very, reasonable value to all our partners.

The budget information for the Source Protection Program includes the transfer of funds from the Ministry of Environment Conservation and parks (MECP) as we act as



## Inventory of Programs and Services 2/28/2022

a partner organization. These funds are provided 100% by the province through transfer payment and agreement with MECP.

This exercise used budget numbers, in which many projects have a budget that spans multiple years. If budgeted work was not completed in one year, it is added to the next year. Caution should be exercised before adding all the years together.

Capital budget dollars have been included in this exercise as a 5-year average numbers. Our Asset Management Plan, which you all have, provides current Capital Values.

The Core Watershed-based Resource Management Strategy is a new Category 1 program required through the amendments to the Conservation Authorities Act and subsequent regulations. No historic or current budget values are contained within the IP & S as a result therefore we have expressed a \$0.00 value for them in this draft.

This document will act as the starting point for our discussions moving forward through the process allowing us to meet the regulatory requirements of the MECP by 2024.

We take great pride in partnering with all of you to create and protect natural spaces and diverse ecosystems, while appropriately evaluating effective land use for development. Collaboratively working we help develop a lasting appreciation for nature that will benefit all of us.

Please review the information that we have provided with your appropriate staff and bring us your questions concerning what we have proposed as our programs and services with associated costs. If you need additional clarification please contact me directly +1 (705) 424-1479 Ext 225 or by email at [dhevenor@nvca.on.ca](mailto:dhevenor@nvca.on.ca)

Best,

A handwritten signature in black ink, appearing to read "Doug Hevenor", with a long horizontal stroke extending to the right.

Doug Hevenor, CAO



# Spar Annual Report

Full Municipality Name      Mulmur  
Name of SPA Submitted to: Nottawasaga Valley Source Protection Authority  
Year:                              2021  
Submitted by:                  rpost@nvca.on.ca  
Date Submitted:                02/14/2022

MECP

1075 HGrid 173 False False

MECP 3a

Complete the table below for risk management plans that have been agreed to/established.

<b>Number of risk management plans agreed to or established within the source protection area/region (for existing and future threats) during this reporting period (i.e. annual total)</b>	<b>Total number of properties (i.e. parcels) with risk management plans agreed to or established during this reporting period (i.e. annual total)</b>	<b>Estimated number of RMPs to be required to address the remaining SDWT as of the end of the current period. This is to give an idea of the RMP workload remaining.</b>
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

1071 Number True False

MECP 3b

How many existing significant drinking water threats have been managed through the established risk management plans during this reporting period (annual count)?

(\*meaning engaged in OR enumerated as existing significant threats)

1072 HGrid 174 False False

MECP 4

Summary of section 59 notices issued in this reporting period.

<b>How many section 59 notices were issued in this reporting period? (as per ss. 59(2)(a) and ss. 59(2)(b)?)</b>	<b>Activities to which neither a prohibition (section 57) nor a risk management plan (section 58) policy applied, as per ss. 59(2)(a) of the Clean Water Act?</b>	<b>Activities to which a risk management plan (section 58) policy applied, as per ss. 59(2)(b) of the Clean Water Act?</b>
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

1073 Number True False

MECP 5

How many times did the RMO receive a notice of conformity for a **prescribed instrument**?

1079 VGrid 179 False False

total number of inspections

State the total number of inspections (including any follow-up site visits) that were carried out for activities (existing or future) that are prohibited under section 57 or require a RMP under section 58 of the Clean Water Act for this reporting period. If no inspections please provide an explanation in the comment section.

<b>Part IV instrument</b>	<b># of inspections (Column A) State the total number of inspections (including any follow-up site visits) that were carried out for activities (existing or future)</b>	<b># inspections in contravention (activities taking place when prohibited or need an RMP) (Column C)</b>	<b># in non-compliance with contents of RMP (Column D)</b>	<b>comment</b>
prohibitions (s.57)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	inspection of the ag property located opposite to the well south of town on airport road.
RMPs (S.58)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	



How many existing significant drinking water threats have been prohibited?

How many existing significant drinking water threats have been prohibited for this reporting period (annual count)?

<b>Annual Count (This Reporting Period)</b>
0

1018 VGrid 147 True False

State the total number of notices and orders issued with sections 57 or 58 policies for this reporting period

The term **contravention** as used in the context of inspections refers to activities being undertaken that are in violation of sections 57 and 58 of the Clean Water Act relative to the policies noted in the source protection plan.

Section Number	Total number of NOTICES issued for cases of contravention and/or non-compliance	Total number of ORDERS issued for contraventions and/or non-conformance
Section 57	0	0
Section 58	0	0

829 HGrid with Add 150 True False

How much progress has been made in updating Official Plans (OP) and Zoning By-Laws (ZBL)?

List the municipality(ies) (including upper-, lower-, and single-tier) within the source protection region/area that are required to complete Official Plan and Zoning By-Law conformity exercises for source protection and then select the status of those exercises in the table below for each municipality. Insert additional rows as needed .

NOTE: This is applicable to every municipality affected by land use planning or Part IV type policies.

Municipality Name	Status of Official Plan Conformity Exercise (Select a status from drop down list)	Status of Zoning By-Law Conformity Exercise (Select a status from drop down list)
mulmur	Completed ▼	Completed ▼

861 HGrid with Add 154 True False

Describe an exceptional E&O initiative that has had a positive impact on souce water.

**[Optional]** Please describe 1 or 2 exceptional and successful E&O initiative that have had a positive impact on source water from among the method(s) below.

Method(s) of implementation - Pick up to 3 of the most successful methods used by source protection authority	Brief explanation of most successful education and outreach method(s) used - evaluation and results achieved (Maximum = 150 words for each response)
Not Applicable ▼	na

1017 Number 30 True False

How many signs have been installed on municipal roads?

How many signs have been installed on **municipal roads**?

863 Number 30 True False

How many signs have been installed on provincial highways?

How many signs have been installed on **provincial highways** in the SPA during this reporting period?

864 Y/N 30 True True

Were signs installed at other locations?

Were signs installed at **other locations** ?

No

862 VGrid 131 False True

How many SWP signs have been installed in the SPR/A for the reporting periods noted below.

Complete the table below to indicate the number of source water protection signs that have been installed in the SPR/A for the reporting periods noted.

Reporting Period	Number of signs installed on provincial highways (Column A)	Number of signs installed on municipal roads (Column B)	Number of signs at other locations (if applicable) (Column C)
Year 1 (from effective date of SPP to first annual progress report (APR))	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year 2 (Calendar year following the reporting period in Year 1)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year 3 (calendar year following the reporting period in Year 2)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year 4 (calendar year following the reporting period in Year 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year 5 (calendar year following the reporting period in Year 4)	<input type="text"/>	<input type="text"/>	<input type="text"/>

1078 VGrid 178 True True

Septic Inspection Program

Please provide details on your municipal septic inspection program.

Phase Question	Answer
<b>Phase 1: Jan 2012-Jan 2017</b> How many on-site sewage systems require an inspection as a result of a source protection plan policy? (from the assessment report)	<input type="text" value="27"/>
How many on-site sewage systems were <b>completed</b> in the initial inspection - Jan. 2017 deadline	<input type="text" value="27"/>
How many of the initial inspected on-site sewage systems required <b>minor maintenance</b> (e.g., pump out, tank lid replacement etc.)?	<input type="text" value="0"/>
How many of the initial inspected on-site sewage systems required <b>major maintenance</b> (e.g., tank replacement, tile bed replacement etc.)?	<input type="text" value="0"/>
If not all on-site sewage systems were inspected please use the comment box section below to explain your answer, if you feel as though further explanation is required.	<input type="text"/>
<b>Phase 2: Jan 2017-Jan 2022</b>	<input type="text"/>
How many on-site sewage systems require an inspection as a result of a source protection plan policy? (from the phase 1 summary)	<input type="text" value="28"/>
How many on-site sewage systems requiring an inspection in phase 2 (5 years after initial inspection) have been inspected?	<input type="text" value="28"/>
How many of the inspected on-site sewage systems required <b>minor maintenance</b> (e.g., pump out, tank lid replacement etc.)?	<input type="text" value="0"/>
How many of the inspected on-site sewage systems required <b>major maintenance</b> (e.g., tank replacement, tile bed replacement etc.)?	<input type="text" value="0"/>
If not all on-site sewage systems were inspected please use the comment box section below to explain your answer, if you feel as though further explanation is required.	<input type="text"/>

Comment :

the septic inspections for the 3 mansfield wells were completed on August 30, 2019. no major or minor maintenance was required. the next re inspection is targeted for 2024.

1081 CheckBox List 180 True True

Out of Compliance Sewage System Inspections

For those on-site sewage systems that were not inspected in this reporting period but should have been inspected, and are now out compliance, please indicate why they were not all inspected from among the reasons below



Comment :

the phase 2 septic inspection was completed in 2019 and was not impacted by COVID.

882 HGrid with Add 89 True False

Include detail regarding successful examples of source water protection policy implementation initiatives that the municipality wishes to highlight.

**[OPTIONAL]** Please provide details regarding successful examples of source water protection policy implementation initiatives for any/all of the following. Insert additional rows as needed.

Policy Tools/Topics	Description of Successful Initiatives (Word limit = 250 words)
Not Applicable	na

983 VGrid 106 True False

Complete the table below by indicating which of the listed significant drinking water threats were being engaged in at the time of SPP approval

Complete / update columns B, C, and D of the table below to indicate the progress made in addressing significant threats engaged in at the time of source protection plan approval (Column A). The number of existing threats still to be addressed is determined using the following formula: A+B-C-D where:

A = Original estimate of SDWT engaged in/enumerated when SPP approved (provided - **please do not change** ).

B = Additional SDWT identified after first SPP approved as a result of verification (i.e., not part of original estimate of SDWT).

C = SDWT included in enumeration estimates at time of plan approval but subsequently determined through verification that either: (i) it was not actually engaged in at a particular location after all OR (ii) it was no longer engaged in (e.g., land may still have an agricultural operation but owner no longer applying pesticides for their own reasons) OR (iii) it was removed as a result of an update to the SPP/AR.

D = SDWT addressed because policy is implemented\* (\*Note: Where multiple policy tools address any given threat sub-category, implemented means that actions associated

Threat ID	Prescribed Drinking Water Threat/Local Threat/Conditions	A (Please Do Not Change)	B	C	D	No. Existing Threats still to be addressed (A+B-C-D)
1	The establishment, operation or maintenance of a waste disposal site within the meaning of Part V of the Environmental Protection Act.					0.00
2	The establishment, operation or maintenance of a system that collects, stores, transmits, treats or disposes of sewage.	24	4		28	0.00
3	The application of agricultural source material to land.	2		2		0.00
4	The storage of agricultural source material.					0.00
5	The management of agricultural source material					0.00
6	The application of non-agricultural source material to land					0.00
	The handling and					0.00

7	storage of non-agricultural source material					0.00
8	The application of commercial fertilizer to land	11		3		8.00
9	The handling and storage of commercial fertilizer	1		1		0.00
10	The application of pesticide to land	2		2		0.00
11	The handling and storage of pesticide	1		1		0.00
12	The application of road salt					0.00
13	The handling and storage of road salt					0.00
14	The storage of snow					0.00
15	The handling and storage of fuel	6		6		0.00
16	The handling and storage of a dense non-aqueous phase liquid					0.00
17	The handling and storage of an organic solvent					0.00
18	The management of runoff that contains chemicals used in the de-icing of aircraft					0.00
19	The use of land as livestock grazing or pasturing land, an outdoor confinement area or a farm-animal yard O. Reg. 385/08, s. 3.					0.00
20	Water taking from an aquifer without returning the water to the same aquifer or surface water body					0.00
21	Reducing recharge of an aquifer					0.00
22	Establishment and operation of a liquid hydrocarbon pipeline					0.00

Comment :

all 21 septic systems were inspected in 2014. 0 septic systems were inspected in 2018.

MECP

936 HGrid with Add 75 True True

RMO and RMI Contact Information

Provide the **name** and **contact information** of the appointed RMOs and RMIs by completing the table below. Insert additional rows as needed.

Staff Name	Title/Role	RMO/RMI Training Date (y/m)
Ryan Post	Risk Management Official	recertification: september, 2021

Comment :

Ryan Post's property entry and RMO/RMI requalifications were completed on Sept, 2021.

1076 Text (Multiline) 75 True False



Annual Summary [optional]

Provide a brief overview of the progress made in managing significant drinking water threats. [OPTIONAL] In summary of the reporting period activities, briefly describe in the comment section below, the progress made in managing significant drinking water threats (e.g. completing site visits and inspections, risk management plan development, development and delivery of education and outreach, participating in pre-consultation meetings with proponents or developing by-laws to screen certain building applications).

The delivery of the RMO services, in particular the development of outstanding risk management plans and associated inspections were significantly impacted by the ongoing COVID-19 pandemic, commencing in mid-March, 2020. The RMO office however completed and continues to complete reviews of planning applications as per the policies in the South Georgian Bay Lake Simcoe Source Protection Plan. Lastly, staff assisted the Township on the S36 work associated with the replacement of the Mansfield production well- PW3A corresponding to a staff report to the March SPC mtg.

887 Number 74 True False

How many RMPs are considered in-progress at the end of this reporting period?

How many RMPs are considered **in-progress** at the end of this reporting period. These are RMPs that have been initiated with the landowner but not yet completed.

0

1080 Number True True

Cancelled RMPs

Since their establishment, were any risk management plans cancelled within the source protection region/area because of updates or amendments or other changes. If yes, please state how many.

0

1036 Number 141 True False

How many RMPs has the RMO established as the result of a request from the person engaged in the threat activity?

How many **Risk Management Plans** has the RMO established by order under section 58(12) of the CWA, as a result of an application for a Risk Management Plan made by a person engaged in a threat activity under section 58(11) of the CWA?

0

1062 Text (Multiline) 167 True False

Emerging concerns in drinking water quality

Are there any emerging concerns in drinking water quality we should know about? We are asking this question to try to determine if there might be a trend toward a future drinking water issue.

no emerging water quality issues/concerns are noted.

1064 Text (Multiline) 167 True True

New or proposed municipal wells

Are there any new or proposed municipal water wells that we should know about. A 2018 change to the regulations in the Safe Drinking Water Act requires an amendment to the SPP before the system comes into production.

no new wells are proposed in the foreseeable future.

1065 Text (Multiline) True True

Additional information

Is there anything else you want to tell us?

already captured in the annual summary (optional) question.

1077 HGrid 176 False False

S.65(1), p.2 - RMP Refusals

How many RMPs has the RMO refused to agree-to? How many Risk Management Plans has the RMO refused to agree-to or establish under subsection 56(9), 58(15) or 58(16) of the CWA?

How many RMPs has the RMO refused to agree-to?
0

1045 HGrid with Add 71 True False

Provide details for each RMP that has been agreed-to or established.

Provide details for each RMP that has been **agreed-to or established** within this reporting period by completing the table below.

Drinking Water System Name	Street Name of Threat Property	Threat Activity(ies) to Which the RMP Relates	Comment
Not Applicable			NA

1046 HGrid with Add 77 True False

Provide details for each RMP the RMO has refused to agree-to?

Provide details in the table below for each RMP the RMO has **refused to agree-to or establish** under subsection 56(9), 58(15) or 58(16) of the CWA?

Drinking Water System Name	Street Name of Threat Property	Threat Activities to Which the Refusal Relates	Describe the Reason for Refusing the RMP
Not Applicable			NA

911 Number 52 True False

How many Orders has the RMO issued (excluding orders to establish or amend an RMP)?

How many orders has the RMO issued (excluding orders to establish or amend an RMP) under Part IV of the CWA?

0
---

1048 HGrid with Add 52 True False

Provide details for each of the orders issued by the RMO.

Provide details for each of the **orders issued** by the RMO by completing the table below.

Drinking Water System Name	Street Name of Threat Property	Threat Activity(ies) to Which the Order Relates	Describe the Circumstances Surrounding the Order
Not Applicable			NA

1050 HGrid with Add 50 False False

Complete the table below for each notice of conformity received for a prescribed instrument.

Complete the table below for each **notice and/or a copy of the prescribed instrument received** by the RMO (as per O. Reg. 287/07, ss. 65(1), p. 4

Drinking Water System Name	Street Name of Threat Property	Threat Activity(ies) to Which the Notice Relates	Type of Prescribed Instrument Referred to	Prescribed Instrument #/Approval #	Did the RMO Grant an Exemption as a Result of the PI?
Not Applicable					Not Applicable

885 Number 74 True False

How many Risk Assessments have been submitted to the RMO for consideration?



How many Risk Assessments have been submitted to the RMO for consideration:

How many **Risk Assessments** have been submitted to the RMO for consideration under section 60 of the Clean Water Act?

0

1023 HGrid with Add 74 True False

Provide details for each Risk Assessment that has been submitted to the RMO for consideration.

Provide details by completing the table below for each **Risk Assessment** that has been submitted to the RMO for consideration under section 60 of the Clean Water Act. Insert additional rows as needed.

Drinking Water System Name	Street Name of Threat Property	Threat Activity(ies) to Which the Risk Assessment Relates	What is the Status of the Risk Assessment (being evaluated, accepted, not accepted)	Comments
Not Applicable				NA

870 Number 54 True False

How many times has the RMO caused a thing to be done?

How many times has the RMO **caused a thing to be done** under section 64 of the CWA?

0

905 Number 58 True False

How many prosecutions have been made?

How many **prosecutions** have been made under section 106 of CWA?

0

907 Number 58 True True

How many prosecutions have resulted in a conviction?

How many prosecutions made under section 106 of the CWA have resulted in a **conviction**?

If a prosecution has resulted in a conviction, please use the comment box section below to provide a brief description of each offence.

0

MECP

1044 HGrid 170 True True

ARWG Q8

Have there been any occasions where the Spills Action Centre had to be notified of a substance being discharged into the raw water supply of an existing municipal drinking water system considered in a established Assessment Report under section 89(1) of the CWA?

Please use the comment section below to explain your answer, if you feel as though further explanation is required.

Have there been any occasions where an incident report was sent to SAC regarding a substance being discharged into an existing municipal drinking water system?	If yes, please provide a brief description of the circumstances surrounding the incident.	Among the incident report to SAC, did the party responsible for the drinking water health hazard have an RMP in place?	If yes, was the party who was responsible for the drinking water health hazard, in compliance with the terms of the agreed upon RMP?
Not Applicable		Not Applicable	Not Applicable

Comment :

SAC was not contacted

SAC was not contacted.

---

SPAR System Generated. -rb- Report v2.1.0

End of Line.



March 9, 2022

Mayor Horner and Council  
Township of Mulmur  
758070 2<sup>nd</sup> Line East  
Mulmur, Ontario L9V 0G8

Re. December 8, 2021 motion

*Shared via email*

Dear Mayor Horner and Council,

We are in receipt of your December 13, 2021 motion that states: “THAT Council requests an update from the Central West Local Health Integration Network (LHIN) and Headwaters Health Care Centre to provide an update on the steps taken to address the Truth and Reconciliation Commission’s Call to Action #23 and encourage cultural competency training for all healthcare professionals in Dufferin County be completed by the end of 2022.”

I am pleased to inform both you and the Council that, in 2021, we engaged in comprehensive leadership training to educate leaders on equity, inclusion, diversity and anti-racism (EIDAR), and how this can impact our decisions. The training was also designed to increase openness for implementing into our processes such as recruitment.

As a result of the COVID-19 pandemic, Headwaters Health Care Centre, like most hospitals in Ontario, is facing a recruitment challenge across many departments. We have recently recruited a new Vice President, People and Culture, Jack Hutchison, who starts on April 19, in this important inaugural role. This new role has the mandate to develop and implement key strategies that will contribute to a high performance, team-based culture at Headwaters. Jack comes to us from the Weeneebayko Area Health Authority (WAHA) in Moose Factory, Ontario, where he held the role of Vice President of People, Performance and Clinical Support. Under his leadership, our Talent Strategy will be updated and will contain robust elements and actions on how we can diversify areas where we are posting and recruiting overall as an organization. We will also be implementing a new Equity, Inclusion, Diversity and Anti-Racism (EIDAR) Policy this year.

In addition, I would also note that some employees of the former CW LHIN have transitioned into Ontario Health’s Central Region, with some employees having transferred to Home and Community Care Support Services Central West. Both organizations have a commitment to EIDAR, and active internal programming to promote employee growth in this area.

Sincerely,



Kim Delahunt  
President & CEO

cc.

Dr. Hugh O’Brodivich, Chair of the Board of Directors, Headwaters Health Care Centre  
Kathleen Bain, Director of Communications, Ontario Health Central & West (Interim)

## Roseann Knechtel

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**Subject:** FW: Meeting Notes from February 24th Ontario Climate Caucus Meeting

**From:** Gaby Kalapos

**Sent:** March 11, 2022 9:51 AM

**Subject:** Meeting Notes from February 24th Ontario Climate Caucus Meeting

Hi there All,

Just wanted to get you out all the links and the summary of the input and discussion from during the meeting that took place on February 24<sup>th</sup>, 2022.

### Ontario Climate Caucus Input

We are seeking input from Ontario Climate Caucus on the value of the OCC and how we can better meet your needs. Mary Margaret is helping OCC do those interviews. Please contact Mary Margaret at: [triplemmcmahon@gmail.com](mailto:triplemmcmahon@gmail.com) if you are able to provide her about 30 minutes for an interview that would be super appreciated.

The questions we are seeking input on is:

- Have you joined OCC monthly meetings? If so, what value have you gotten from them. How can they be made more of value to you? If no, what would make it more likely for you to join them?
- Have you found value in the emails sent out to OCC members post OCC meeting? If yes, how has it been of value, if no, what suggestions do you have for how it could be made more useful to you?
- Have you used the OCC Resource hub: <https://guides.co/g/ontario-climate-caucus-hub/190617> If so how have you used it, do you have suggestions for how it can be made more useful?
- What are your other suggestions for what you think could make the OCC more effective in advancing the ability of Ontario municipalities to accelerate their climate ambition and implementation?

### OCC 2022 Workplan Input

- Conservation Authorities: Development application review authorities being reduced. Bring in Ontario Nature and Conservation Ontario to the OCC. CAP will reach out to them to bring their input and actions to the OCC.
- Collective Community Engagement Efforts: climate education and outreach. One of the actions in the Clean Air Council (which is the staff level municipal climate staff network) is to undertake a speaker series that would be delivered in conjunction with the Clean Air Council and then all municipalities will be able to push it out through their networks and it can achieve collective community engagement goals.
- Aggregates and the Planning Act: Halton Hills and North Dumfries have just passed aggregate resolutions (see below for link to Halton Hills' resolution).
- How does the 15-minute community apply to rural communities? How can we do more to explain what that structure would look like in a rural community. Is it even applicable?
- Urban Forestry: carbon capturing formula – what is available? There is the iTree system that a lot of municipalities use for the urban forestry analysis: <https://www.itreetools.org/>
- There is also the LEAF tree calculator: it is not as sophisticated as iTree but does a simplified analysis that may be of use: <https://www.yourleaf.org/ontario-residential-tree-benefits-estimator>



- If municipalities have other tools they are using if you can let gaby know and we can get some sharing on those tools.
- 3P Partnerships: with a focus on affordable housing. What examples we should share to better understand how smaller projects can take place public/private affordable housing. If your municipality has examples of projects within their community that they think would be good to share across the OCC network, please let gaby know.

### Ontario Building Code (OBC)

- The update to the Ontario Building Code is out as [ERO Posting #: 019-4974](#). The Clean Air Council has compiled their consensus-based input stating their concerns and recommendations. The Clean Air Council Submission can be accessed [here](#). If you can't access the document, just send an email to [gkalapos@cleanairpartnership.org](mailto:gkalapos@cleanairpartnership.org) the Efficiency Canada submission is also attached to the CAC submission for your information.
- There are some municipalities advancing the OBC update discussion within their Councils:
- Link to Whitby OBC Council Report:  
[https://whitby.civicweb.net/FileStorage/47282AB9051844CDBA4214C6734EB2B0-Memorandum%20from%20Office%20of%20the%20CAO%20\(SI\)%20regarding%20O.pdf](https://whitby.civicweb.net/FileStorage/47282AB9051844CDBA4214C6734EB2B0-Memorandum%20from%20Office%20of%20the%20CAO%20(SI)%20regarding%20O.pdf)
- If your municipality is advancing the OBC discussion in your Council if you can let Gaby know that would be great to share across the network.
- Input doesn't only have to occur through the ERO posting and therefore doesn't have to meet the ERO posting deadline which is March 13<sup>th</sup>, 2022. It can occur by sending input directly to the Minister and/or the OBC staff contacts: Stakeholders are invited to submit comments directly to the Ministry of Municipal Affairs and Housing to [buildingcode.consultation@ontario.ca](mailto:buildingcode.consultation@ontario.ca) with the Sentence(s) or Article(s) as the subject line staff contacts: [Emily.lemarchand2@ontario.ca](mailto:Emily.lemarchand2@ontario.ca) and [josh.bautista@ontario.ca](mailto:josh.bautista@ontario.ca).
- There is interest in having the first OCC Working Group be focused on the OBC updates.
- Actions that would be associated with this is: ensuring the code is as ambitious as can be in energy performance, supporting the implementation of green standards, moving towards net zero, capacity building for the construction and building officials sector.
- CAP is available to speak at Environmental Advisory Committees or Council on this topic
- Need a one-page briefing page on the OBC that would help internal communications. Just need to finalize the CAC submission and then there will be a CAP/OCC one pager shared with OCC. This will be developed next week and sent out to the OCC.
- Bring in some of the developers building higher performance building to better understand what it takes to make progress towards net zero.
- Turn the CAC OBC letter into an OCC letter and seek endorsement from individual OCC members, that letter can then be used to engage the Minister on the OBC. This can serve to engage with the Minister. The timing for this engagement will likely need to wait till after the provincial election.

### Ontario Land Tribunal Resolutions

- The Town of Aurora has passed a council resolution to Request to Dissolve the Ontario Land Tribunal that is available here: [https://cleanairpartnership.org/cac/wp-content/uploads/2022/03/Aurora\\_OLTResolution.pdf](https://cleanairpartnership.org/cac/wp-content/uploads/2022/03/Aurora_OLTResolution.pdf)
- The Town of Halton Hills has also passed a Resolution to Request to Dissolve the Ontario Land Tribunal and also passed an Aggregate Resolution at that same meeting that is available here: [https://cleanairpartnership.org/cac/wp-content/uploads/2022/03/HaltonHills\\_Aggregate\\_OLTResolutions.pdf](https://cleanairpartnership.org/cac/wp-content/uploads/2022/03/HaltonHills_Aggregate_OLTResolutions.pdf)

### AMO Update

- Strong focus on Housing:  
<https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Reports/2022/ABlueprintforActionAnIntegratedApproachtoAddresstheOntarioHousingCrisis20220217.pdf>
- [Using Distributed Energy Resources \(DERs\) to Fight Climate Change and Build Climate Resilience, AMO Climate Change Series Paper](#) AMO's 5th discussion paper on the impacts of Distributed Energy Resources (DERs) on municipalities as part of the AMO's Climate Change Series Papers. Other papers include:
  - [Recommendations for the Diversion of Food and Organic Waste in Ontario](#). AMO's 4th Climate Change Discussion Paper
  - [Retrofitting Buildings for GHG Reduction & Deeper Energy Savings](#). AMO's 3rd Climate Change Discussion Paper.
  - [Understanding the Environmental Footprint of Telecommunications](#). AMO's 2nd Climate Change Discussion Paper.
  - [Come Hell or High Water: Flooding, Climate Change and Municipal Response](#). AMO's 1st Climate Change Discussion Paper.
- AMO is hosting an Energy Symposium on March 31<sup>st</sup> and April 1<sup>st</sup>: <https://www.amo.on.ca/events-training/municipal-energy-symposium>

### National Climate Caucus Updates

- New Website!! <https://www.climatecaucus.ca/>
- There is a members only sections that can be accessed by:  
Username: [info@climatecaucus.ca](mailto:info@climatecaucus.ca) and the Password is: Climate
- There is also an elected only google group that provides an easy way for council members to ask each other questions, it is a safe place to ask questions from your peers across the country to get added to the list serve you can send an email to: [ciara@climatecaucus.ca](mailto:ciara@climatecaucus.ca)

If you would like to be removed from the Ontario Climate Caucus Contact List you can send me an email or go to this contact list:

<https://docs.google.com/spreadsheets/d/1LZrvJrX6wyxOmw0gl8ecNL3X2aLCAhBFoeO-t9jMXmw/edit#gid=0>

**Our next meeting will take place on Thursday March 24<sup>th</sup>, 2022.**

The agenda for that meeting is:

- Ontario Building Code Update, Council Resolutions Update/ OBC OCC one pager/OCC OBC letter endorsement approach
- Municipal Climate Accountability: Where we are, where we need to go and what we need to go to get there, experiences from Ontario municipalities thus far
- AMO Updates
- Climate Caucus Updates

Log in Information for that meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/82013791721>

Meeting ID: 820 1379 1721

One tap mobile

+14388097799,,82013791721# Canada



+15873281099,,82013791721# Canada

Dial by your location

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

Meeting ID: 820 1379 1721

Find your local number: <https://us02web.zoom.us/j/knaZAvXTe>

Gabriella Kalapos

Executive Director

Clean Air Partnership

[gkalapos@cleanairpartnership.org](mailto:gkalapos@cleanairpartnership.org)

416-948-7125

[www.cleanairpartnership.org](http://www.cleanairpartnership.org)

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March 24, 2022

Dear Head of Council:

**RE: Phase 2 Consultation on Urban River Valleys to Grow the Greenbelt:  
Proposed amendments to the Greenbelt Plan (2017) and Greenbelt Area  
Boundary Regulation (O. Reg 59/05) and Ideas for Adding more Urban River  
Valleys to the Greenbelt**

I am writing today to announce that the Ministry of Municipal Affairs and Housing (MMAH) is launching the next phase in its consultation on Growing the Greenbelt.

In Ontario's 2020 and 2021 budgets, the government committed to protecting and expanding the Greenbelt.

In the spring of 2021, our government held consultations focused on ways to grow the size and enhance the quality of the Greenbelt, which included seeking ideas for adding, expanding and further protecting Greenbelt lands.

Since the close of the [first phase of consultation](#), our government has been undertaking work to identify potential boundaries to grow the Greenbelt that takes a balanced approach to supporting smart growth to create much-needed housing and jobs.

As a result, this phase of the consultation (Phase 2) will seek feedback on both:

1. **Proposed amendments to the Greenbelt Plan (2017) and the Greenbelt Area boundary regulation (O. Reg 59/05)** that includes the addition of 13 new and expanded Urban River Valley areas. The consultation is open for 30 days and ends on April 23, 2022; and
2. **Ideas for adding more Urban River Valleys to the Greenbelt** through new Urban River Valleys and expansions to existing Urban River Valleys that could include tributaries or parcels of publicly owned land. This part of the consultation is open for 30 days and ends on April 23, 2022.

This proposal is about growing the size and quality of the Greenbelt, and the government will not consider the removal of any lands from the existing Greenbelt, nor will it consider any changes that reduce existing policy protections in the Greenbelt.



For more information on these proposals, please visit [ERO 019-4485 - Proposed Amendment to the Greenbelt Plan - Growing the size of the Greenbelt](#) and [Ontario.ca/Greenbelt](#) where you will find information including the proposed amendments to Greenbelt Plan Schedules 1, 2 and 4, proposed mapping amendments to the Greenbelt Area boundary regulation (O. Reg 59/05) and interactive mapping displaying the proposed URV additions at various scales.

If you have any questions about the consultation, please contact the ministry at [greenbeltconsultation@ontario.ca](mailto:greenbeltconsultation@ontario.ca)

I look forward to receiving your input on this proposal.

Sincerely,



Steve Clark  
Minister

c: Planning Head and/or Clerks



March 31, 2022

Good Afternoon,

On March 30, 2022, the government released its [More Homes for Everyone Plan](#), that proposes targeted policies and initiatives for the immediate term to address market speculation, protect homebuyers and increase housing supply.

Details about the range of measures in the government's plan can be found in the news release here: [Ontario is Making It Easier to Buy a Home | Ontario Newsroom](#).

The More Homes for Everyone Plan is informed by a three-part consultation with industry, municipalities and the public. This includes the Rural Housing Roundtable and the first ever Ontario-Municipal Housing Summit, letters to all 444 municipalities asking for their feedback, and follow-up meetings with the leaders of municipal organizations. On behalf of the ministry, thank you for being part of our consultations and sharing your valuable input.

The government also introduced [Bill 109 - the More Homes for Everyone Act, 2022](#), and is seeking feedback on the changes proposed under the legislation and on other initiatives, through a series of housing related public consultations. This includes seeking input on how to support gentle density for [multi-generational and missing middle housing](#), as well as addressing [housing needs in rural and northern communities](#). These and other related consultations can be found through the [Environmental Registry of Ontario and the Ontario Regulatory Registry](#).

The government committed to prioritizing implementation of the [Housing Affordability Task Force's recommendations](#) over the next four years, with a housing supply action plan every year, starting in 2022-23. To facilitate this, the government plans to establish a Housing Supply Working Group, that would engage with municipal and federal governments, partner ministries, industry, and associations to monitor progress and support improvements to its annual housing supply action plans.

Ontario looks forward to continued collaboration with municipalities to address the housing crisis and hear your ideas and advice on the More Homes for Everyone Plan.

Sincerely,

A handwritten signature in black ink that reads "K. Manson-Smith".

Kate Manson-Smith

Deputy Minister

- c. Joshua Paul, Assistant Deputy Minister – Housing Division
- Sean Fraser, Assistant Deputy Minister – Planning and Growth Division
- Caspar Hall, Assistant Deputy Minister – Local Government Division



**Roseann Knechtel**

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**Subject:** FW: Environmental Registry of Ontario posting – “Seeking Feedback on Housing Needs in Rural and Northern Municipalities”

**From:** "Martin, Andrea (OMAFRA)"

**Date:** March 30, 2022 at 4:18:19 PM EDT

**Subject:** Environmental Registry of Ontario posting – “Seeking Feedback on Housing Needs in Rural and Northern Municipalities”

*Sending On Behalf of Andrea Martin, Director-Food Safety and Environmental Policy Branch*

Please find below a link to a consultation notice posted on the Environmental Registry of Ontario (ERO) by the Ministry of Municipal Affairs and Housing (MMAH). As part of the Housing Supply Action Plan (HSAP), MMAH has launched a public consultation to solicit feedback on providing greater flexibility and tools to support the unique housing needs of rural and northern municipalities.

We are sharing this notice with you as your organization may have an interest. The posting is open for 30 days and closes on April 29, 2022. Questions regarding the ERO posting can be directed to the Ministry of Municipal Affairs and Housing at [PlanningConsultation@ontario.ca](mailto:PlanningConsultation@ontario.ca).

For more information about the posting or to submit comments visit:  
<https://ero.ontario.ca/notice/019-5287>

***Stephanie Bunda-Carry (She/Her)***

A\ Branch Administrative Coordinator  
Farm Finance Branch/Food Safety and Environmental Policy Branch  
Ontario Ministry of Agriculture, Food and Rural Affairs

**Ontario** 

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**Corporate Services**

March 16, 2022

County of Dufferin  
Township of Amaranth  
Township of East Garafraxa  
Town of Grand Valley  
Township of Melancthon  
Town of Mono  
Township of Mulmur  
Town of Shelburne

**Re: Uniform Vehicle for Hire By-law  
Our File No. : C01VEH**

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Further to our Dufferin Municipal Officers' Association meeting held on February 25, 2022, below is a summary of the status of implementation of a Vehicle for Hire By-law (Taxi, Limousine and Transportation Network Company) in the Town of Orangeville:

1. Draft By-law presented to Orangeville Council on January 24, 2022
2. Stakeholder sessions held with Orangeville Taxi Brokers, Owners and Drivers throughout February
3. Stakeholder session held with those Transportation Network Companies having a presence in Orangeville
4. Public Meeting held on March 7, 2022
5. Reporting back to Council on April 11, 2022 providing a summary of feedback received and any recommended changes to the draft by-law

As discussed at our meeting, the Town has received feedback through our stakeholder sessions requesting consideration for a uniform regulatory licensing and enforcement framework for all of Dufferin County.

The purpose of this letter is to determine the level of interest from each of the local municipalities in:

1. Establishing a uniform Vehicle for Hire Licensing By-law throughout Dufferin County
2. Authorizing the Town of Orangeville to administer the licensing program throughout Dufferin County
3. Authorizing the Town of Orangeville to administer the enforcement of the Vehicle for Hire Licensing By-law throughout Dufferin County



If it is determined there is an interest for either the administration of the licensing program and/or enforcement of the by-law then local shared service agreements with delegated authority would be drafted for consideration for each local municipality taking into consideration the costs to deliver the program and the associated licensing fees.

If you have any questions, please give me a call at 519-941-0440 ext. 2242. We appreciate your consideration on this matter and look forward to hearing from you.

Sincerely,



Karen Landry  
Town Clerk

March 29, 2022

**Re: Notice of Study Commencement  
Detail Design and Environmental Assessment Study**

**Highway 89 Pavement Rehabilitation, and Improvements to Electrical  
Fixtures, Drainage, Roadside Safety, and Intersection at Essa 5<sup>th</sup> Line in  
Town of New Tecumseth and Townships of Adjala-Tosorontio and Essa in  
Simcoe County, and Townships of Mulmur and Mono in Dufferin County  
G.W.P. 2317-16-00**

To Whom It May Concern:

The Ministry of Transportation Ontario (MTO) is undertaking a Detail Design and Class Environmental Assessment Study for Highway 89 in the Town of New Tecumseth and the Townships of Adjala-Tosorontio and Essa in Simcoe County, and the Townships of Mulmur and Mono in Dufferin County. The contract limits and details of the proposed work is included in the attached key plan.

Proposed work includes:

- Pavement resurfacing from Alliston west limits (Industrial Parkway) to Simcoe/Dufferin County Boundary, 8.8 km.
- Electrical improvements:
  - Highway 89 and Simcoe Road 50 LED retrofit, non-intrusive detection to replace pavement loops, traffic signal controller replacement, power supply replacement, and signal head and bracket replacement.
  - Highway 89 and Simcoe Road 13 LED retrofit and non-intrusive detection to replace pavement loops.
  - Highway 89 and Concession Road 7 LED retrofit and meter base replacement for existing power supply.
- Drainage improvements at Highway 89 and Concession Road 7.
- Drainage improvements at Highway 89 and Concession Road 3.
- Roadside safety improvements, i.e., replace guiderail and update outdated signage.
- Review of potential intersection improvements at Highway 89 and Essa 5<sup>th</sup> Line.

The study will follow the approved planning process for a Group 'C' project in accordance with the *Class Environmental Assessment for Provincial Transportation Facilities* (amended 2000). Group 'C' projects are considered to be approved under the Ontario *Environmental Assessment Act*, subject to compliance with the Class EA and



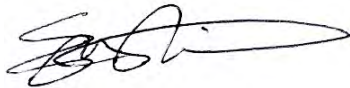
the application of mitigation measures where necessary. Upon completion of the study, an Environmental Screening Document (ESD) will be produced to document the existing conditions of the study area, potential impacts and proposed mitigation measures. The ESD is for internal reference only.

This letter is also to inform you that the Ministry of Transportation (MTO) has reviewed and updated its practices related to obtaining noise bylaw exemption permits. Given that MTO is legally exempt from the requirements of municipal noise bylaws, MTO will no longer be applying for these permits.

MTO recognizes the impacts construction related noise can have on a community, and all reasonable attempts will be made to work within local bylaws, including as appropriate, public notification and mitigation measures to reduce noise. The change in process is meant to streamline processes while continuing to maintain existing best practices to reduce noise impacts to the community.

Should you require further information regarding this project or would like to provide comments, please feel free to contact the undersigned listed below.

Yours truly,

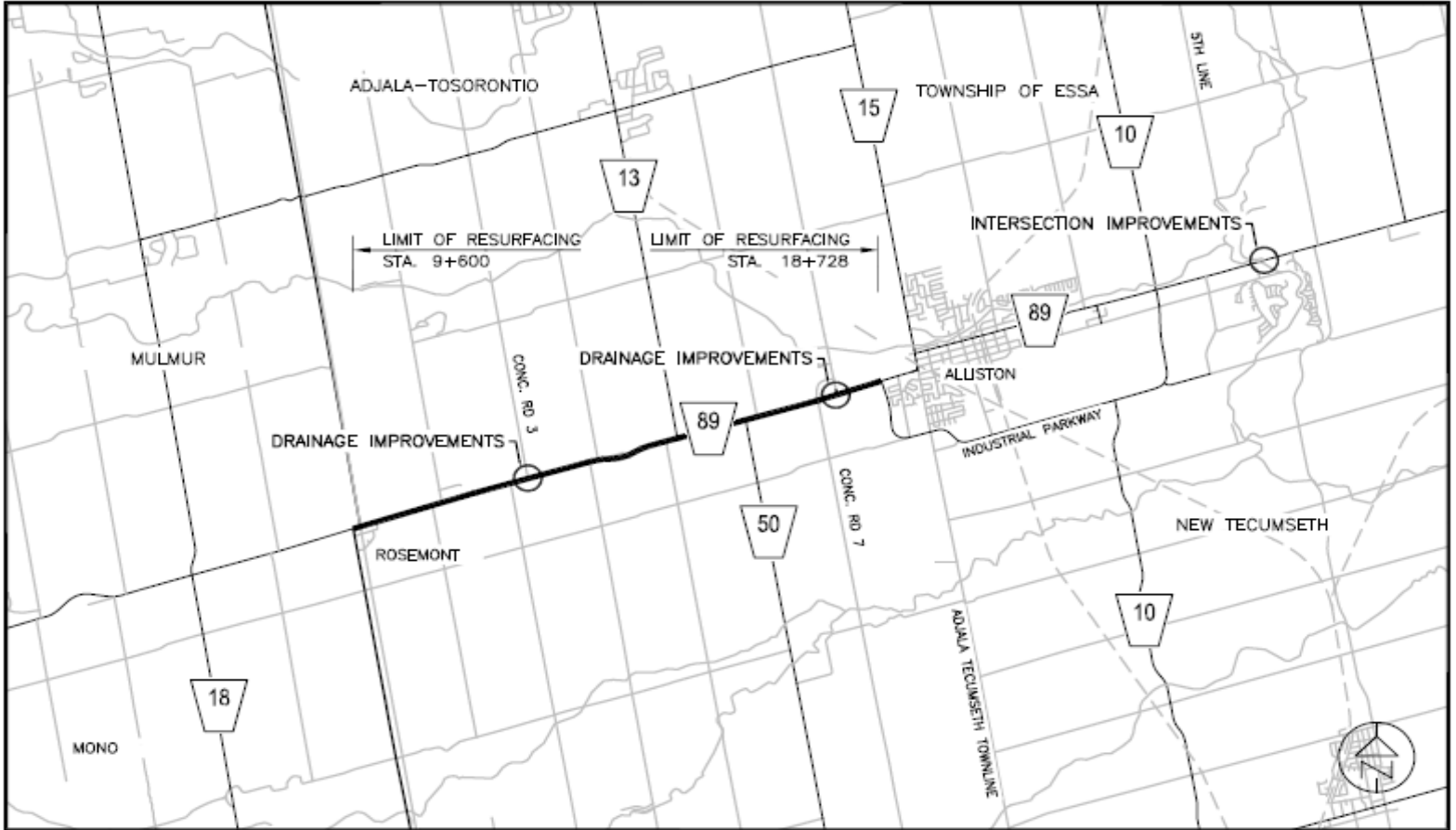
A handwritten signature in black ink, appearing to read 'Elena Nicol', with a long horizontal flourish extending to the right.

Elena Nicol, P.Eng.

Project Engineer  
Project Delivery | Design and Engineering Branch  
Mobile: (437) 226-0181  
Email: elena.nicol@ontario.ca

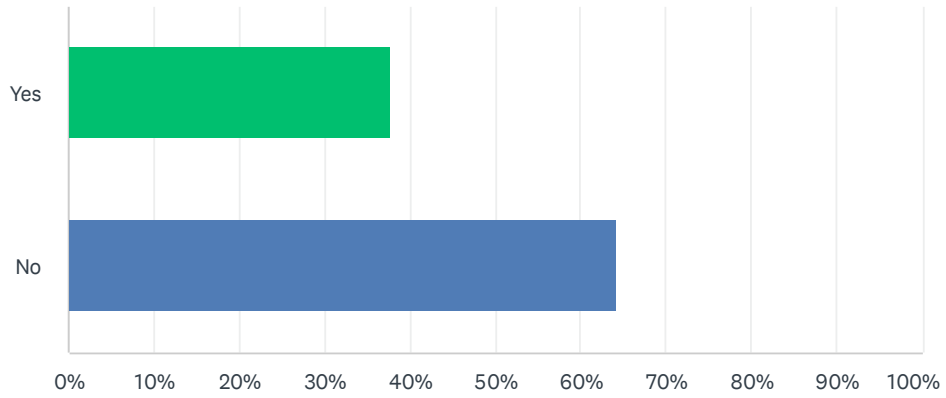
cc: Margaret Pak, MTO Environmental Planner  
Encl. Key Plan

# Key Plan



# Q1 Do you currently use alternative forms of transportation?

Answered: 53 Skipped: 0

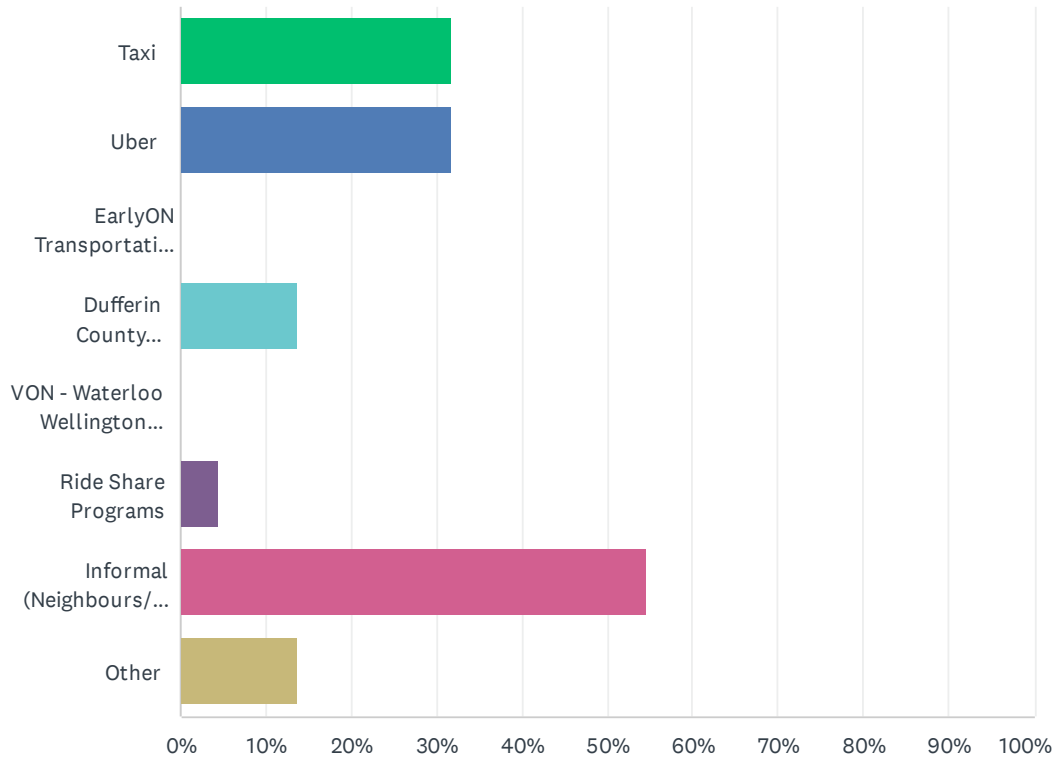


ANSWER CHOICES	RESPONSES	
Yes	37.74%	20
No	64.15%	34
Total Respondents: 53		



## Q2 If yes, what form? Check all that apply

Answered: 22 Skipped: 31



ANSWER CHOICES	RESPONSES
Taxi	31.82% 7
Uber	31.82% 7
EarlyON Transportation Program	0.00% 0
Dufferin County Community Support Services	13.64% 3
VON - Waterloo Wellington Dufferin Transportation	0.00% 0
Ride Share Programs	4.55% 1
Informal (Neighbours/Family/Friends)	54.55% 12
Other	13.64% 3
Total Respondents: 22	

#	OTHER (PLEASE SPECIFY)	DATE
1	N/a	3/9/2022 8:47 PM
2	Wheels Of Hope for cancer treatment	3/8/2022 3:27 PM
3	airport service from Simcoe County	3/8/2022 2:24 PM
4	I said NO	3/8/2022 1:57 PM

# Public Transportation in Mulmur Survey

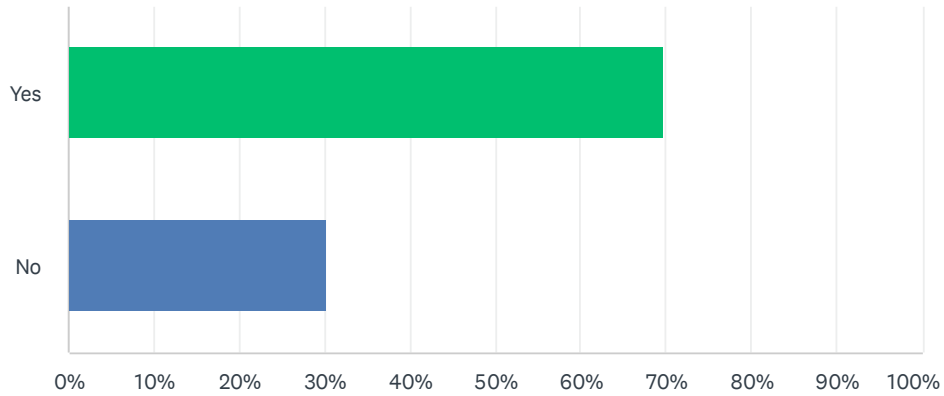
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5	GO Transit	3/8/2022 1:20 PM
6	Is e-biking not an alternative form of transportation?	3/8/2022 1:14 PM

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### Q3 Would you use an on-demand public transportation service if it was available at a cost?

Answered: 53 Skipped: 0

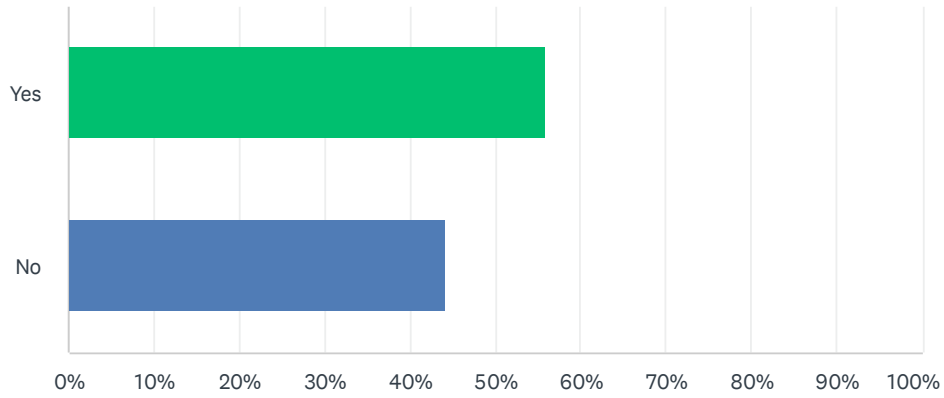


ANSWER CHOICES	RESPONSES	
Yes	69.81%	37
No	30.19%	16
TOTAL		53



## Q4 Would you support subsidizing a public transportation service through your tax dollars?

Answered: 52 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	55.77%	29
No	44.23%	23
TOTAL		52

## Q5 Other Comments

Answered: 21 Skipped: 32

#	RESPONSES	DATE
1	I would be happy to subsidise this service but it would depend on the details of the service. I.e. if taxis are available in Dufferin, what is your potential service offering above and beyond the taxis? If taxis are doing the job, I don't want my money put towards redundancy. If this service will help people who don't have many or any transportation options otherwise, I think it's a great idea. A couple of the survey questions, therefore, I would like to answer 'maybe', as my answers depend on details not disclosed. Basically we are happy to help out those in need, but not pay for something that already exists. We are a two-car family, but mostly we use one wee car, to the point were most of the time our second car sits with only fire and theft insurance on it, unused. We would likely be able to use the service, but not often. Thanks!	3/10/2022 1:11 PM
2	Pls focus on kids/youth recreation access in addition to seniors needs.	3/10/2022 10:39 AM
3	we have a wheelchair accessible van, when it needs servicing in Shelburne that is a problem to get home and back to the garage. if neighbours are at work it is very tricky. so an alternative means would be valuable.	3/9/2022 9:52 AM
4	at 92 and soon to be a single with family far away in Toronto i would welcome not having to drive myself to appointments.	3/9/2022 9:48 AM
5	I think it would be a good idea to try for a few years to see if it is needed.	3/9/2022 9:26 AM
6	If that means taxes are increasing then no	3/9/2022 5:39 AM
7	A good step to provide public transportation	3/8/2022 10:18 PM
8	Usage might depend on age, cost of gas, destinations	3/8/2022 9:33 PM
9	I live part time in Mulmur but would like to have the option of calling the service if I ever had car problems/etc.	3/8/2022 5:05 PM
10	I am rural, isolated and my close friends are in Arthur and Omeme. To go to the dr. I need to take up most of a day It is usually a big affair, now with the gas prices, to think of going for a recreational day. The Post Office doesn't deliver in the winter.	3/8/2022 4:52 PM
11	There certainly is a need, I would use an on demand service if it allows me to keep my car at home.	3/8/2022 3:04 PM
12	This concept would be prohibitively expensive for rural residents/ratepayers and should be abandoned.	3/8/2022 2:42 PM
13	I think its a great idea.	3/8/2022 2:34 PM
14	We need an airport service	3/8/2022 2:24 PM
15	We need to curb spending with everything that is happening in the world	3/8/2022 2:10 PM
16	This survey does very little to inform people as they conduct the survey of the depth of information needed to make an educated response. I filled this out on my phone and there were no definitions of terms or details such as how much a service might cost to an individual or to a taxpayer. I also hope that your decision is not based on the fee people who are engaged because they have access to the internet. A good portion of citizens in Dufferin work and commute a huge number of hours and aren't aware of this survey or don't have the time as they are caring for children or seniors, or they are disenfranchised due to finances as rural internet is horrendously expensive and not even available to all (even for schooling!). Please make a paper version of this and all public surveys available in libraries, municipal buildings and recreation centres, coffee shops for commuters, and in municipal newsletters. We can do better to engage our citizens. Thank you for the opportunity to participate. Democracy is our only tool.	3/8/2022 2:06 PM
17	There would have to be a parking area near the public transport stop where I could leave my	3/8/2022 2:00 PM

## Public Transportation in Mulmur Survey

	car.	
18	Please start public transportation as soon as possible.	3/8/2022 1:50 PM
19	More details please	3/8/2022 1:31 PM
20	I live in Toronto but weekend in Mulmur so my opinions should not be weighed as heavily as permanent residents.	3/8/2022 1:19 PM
21	There is not enough population density in Dufferin/Mulmur to support public transportation initiatives. There are other community priorities that need to be considered far before any transit initiatives.	3/8/2022 1:14 PM



## Roseann Knechtel

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**Subject:** FW: Pickleball courts

On Mar 10, 2022, at 2:24 PM, Liz Fitzhenry wrote:

Hello Janet,

A friend of mine Sarah Cameron met you at the Skating party in Mansfield Park. She your interest in building a Pickleball court. I would love to see two Pickleball courts built in our the Mansfield community. The courts would be great community builders and support Mulmur's recreational initiatives.

I would be willing to organize & co-ordinate any leagues if the courts are built. The courts could also be open for drop-in play as well. Having two courts available/built is ideal as it allows 8 individuals to play at once and provides more of a "community" atmosphere. The extra costs to built two courts vs one are minimal.

We met briefly when you were campaigning for Mayor, you stopped by our house on the 5th Line at the base of Mansfield (newly built Bone structure home)

Look forward to hearing your thoughts.

All the best, many thanks

Liz Fitzhenry

877545 5th Line E

Mulmur

Sent from my iPhone

On Mar 24, 2022, at 9:45 AM, Janet Horner wrote:

Hi Liz,

Thanks for your letter in support of pickle ball in Mansfield. If I am allowed to share your letter, I will be able to bring this topic up at our next council meeting.

Janet

Sent from my iPad

**From:** Liz Fitzhenry

**Date:** March 24, 2022 at 11:06:07 AM EDT

**To:** Janet Horner

**Subject: Re: Pickleball courts**

Hi Janet, many thanks for the response and yes please feel free to share it. I have been speaking with others and there is strong support for the courts.

Many thanks  
Cheers  
Liz Fitzhenry

Sent from my iPhone

**Ministry of the Solicitor General**

Office of the Fire Marshal and  
Emergency Management

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

**Ministère du Solliciteur général**

Bureau du commissaire des incendies  
et de la gestion des situations  
d'urgence

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



March 31, 2022

Your Worship Janet Horner  
Township of Mulmur  
758070 2nd Line East  
Mulumur, ON L9V0G8

Dear Mayor Janet Horner:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

Emergency Management Ontario (EMO) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA in 2021.

The safety of all our citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. We congratulate you on your municipality's efforts in achieving compliance in 2021. I look forward to continuing to work with you to support your continued compliance on an ongoing basis.

If you have any questions or concerns about this letter, please contact our Emergency Management Field Officer assigned to your Sector; their contact information is below.

Name: DarinDees

Email: [darin.dees@ontario.ca](mailto:darin.dees@ontario.ca)

Phone: 437-237-8024

Sincerely,

Teepu Khawja  
Assistant Deputy Minister and Chief, Emergency Management

cc: Steven D. Murphy - CEMC  
Darin Dees - Field Officer - Bruce Sector



## Roseann Knechtel

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**Subject:** FW: Attn: to Events Committee

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**From:** Catherine Carpenko

**Sent:** March 31, 2022 10:07 AM

**Subject:** Attn: to Events Committee

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Roseann and all members of the Events Committee:

My humblest apologies for not attending yesterday's meeting or at least sending you the following sooner.

Please accept this email as my formal resignation from the Events Committee. It has been a pleasure, albeit brief, to meet you all virtually and benefit from the comradery and mutual interest in serving the Mulmur community. For personal reasons, I will not be able to continue at this time but look forward to attending and participating in community events whenever the opportunity arises.

Wishing all Committee members, the very best and thank you all for your support and commitment to our community.

With gratitude,  
Catherine Carpenko



March 11, 2022

Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

Dear Right Honourable Justin Trudeau:

On March 8, 2022, Council for the Town of Mono passed the following resolution calling on the federal government to provide greater support to Ukraine in their fight against the invasion of their sovereign territory by Russia.

Resolution #9-5-2022

*Moved by Ralph Manktelow, Seconded by Fred Nix*

*WHEREAS Russia made an unprovoked attack on the people of Ukraine on the 24th day of February and continues to wage war;*

*WHEREAS the Town of Mono is aghast at this aggression, and the carnage that is happening to the Ukrainian people and their land;*

*WHEREAS we are alarmed at the implications to world security;*

*WHEREAS we know that our efforts as a small municipality are slight, but that collectively the many voices of the world have great power and can exert meaningful pressure on President Putin to stop this war;*

*AND THAT the Town of Mono strongly condemns Russia's attack on Ukraine;*

*AND THAT by this motion and by flying the Ukrainian Flag at the Town Hall, the Town of Mono extends a strong gesture of support to the Ukrainian people,*

*AND THAT we call on the Canadian Government without delay to provide greater material support, to exert maximum sanctions and pressure on Russia and to use all diplomatic means possible to end this war.*

**"Carried"**

Respectfully,

Fred Simpson  
Clerk

cc: Hon. Anita Anand, Minister of National Defence  
Hon. Kyle Seeback, MP Dufferin-Caledon  
Hon. Doug Ford, Premier of Ontario  
Hon. Sylvia Jones, Solicitor General & MPP Dufferin-Caledon  
All Ontario Municipalities



March 23, 2022

Hon. Steve Clark  
Minister of Municipal Affairs and Housing  
College Park, 17<sup>th</sup> Floor  
777 Bay St.  
Toronto, ON M7A 2J3

**RE: Resolution from the City of Waterloo passed March 21<sup>st</sup>, 2022 re: Ontario Must Build it Right the First Time**

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Dear Minister Clark,

Please be advised that the Council of the Corporation of the City of Waterloo at its Council meeting held on Monday, March 21<sup>st</sup>, 2022 resolved as follows:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Waterloo, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target that requires the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the City of Waterloo recently adopted a net-zero carbon policy for new local government buildings and endorsed a corporate greenhouse gas and energy roadmap to achieve a 50% emissions reduction by 2030 for existing local government buildings and net-zero emissions by 2050 (provided the provincial electricity grid is also net-zero emissions),

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS the City of Waterloo is finalizing Green Development Standards for its west side employment lands and actively pursuing Green Development Standards in partnership with the Region of Waterloo, the Cities of Kitchener and Cambridge, and all local electricity and gas utilities through WR Community Energy;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change;

THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;

THAT Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

Please accept this letter for information purposes only.

If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads 'Julie Scott'.

Julie Scott  
City Clerk, City of Waterloo

CC (by email):

Catherine Fife, M.P.P (Waterloo)  
Laura Mae Lindo, M.P.P (Kitchener Centre)  
Belinda C. Karahalios, M.P.P (Cambridge)  
Amy Fee, M.P.P (Kitchener-South Hespeler)  
Mike Harris, M.P.P (Kitchener-Conestoga)





**TOWNSHIP OF MULMUR**

**BYLAW NO. \_\_\_\_\_-2022**

**BEING A BYLAW TO ADOPT THE ESTIMATES OF ALL SUMS REQUIRED DURING THE YEAR AND TO STRIKE THE RATES OF TAXATION, AND TO FURTHER PROVIDE FOR PENALTY AND INTEREST IN DEFAULT OF PAYMENT THEREOF FOR THE YEAR 2022**

**WHEREAS** the Council of the Corporation of the Township of Mulmur has, in accordance with the *Municipal Act* 2001, Section 312, as amended, considered the estimates of the Municipality and now find it necessary that the following sums be raised by means of taxation for the year 2022:

Municipal, General Purposes                      **\$4,254,882**

**AND WHEREAS** Section 312 of the *Municipal Act*, 2001, as amended provides that the Council of a local municipality shall, after the adoption of the estimates for the year, pass a bylaw to levy a separate tax rate on the assessment in each property class;

**AND WHEREAS** Section 312(4) of the said Act require tax rates to be established in the same proportion to tax ratios;

**AND WHEREAS** certain regulations require reductions in certain tax rates for certain classes or subclasses of property;

**AND WHEREAS** tax ratios determining the relative amount of taxation to be borne by each property class has to be set by the County of Dufferin;

**AND WHEREAS** the Assessment Roll updated and adopted Current Value Assessment upon which the 2021 taxes are to be levied, as revised by the Court of Revision, as follows:

<b><u>ASSESSMENT CLASS</u></b>	<b><u>ASSESSMENT</u></b>
Residential	801,333,100
Multi Residential - Full	0
Commercial Full (Occupied)	10,300,600
Commercial New Construction	1,540,600
Vacant Units & Excess land	525,700
Vacant Land	179,000
Industrial (Occupied)	444,100
Industrial New Construcion	55,100
Vacant Units & Excess Land	0
Vacant Land	0
Full, Shared PIL	58,500
Full, Shared PIL Excess Land	0
Pipeline	39,500
Farmlands	201,857,300
Managed Forests	<u>52,680,300</u>
<b>Total</b>	<b><u>1,069,013,800</u></b>

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

**THAT** the estimates be adopted and the following amounts be levied therefore in the manner as set out hereinafter:

Municipal, General Purposes **\$4,254,882**

**THAT** tax rates for the Township of Mulmur's portion of the tax bill are hereby adopted to be applied against the whole of the assessment for real property as set out in the following table:

<b><u>ASSESSMENT</u></b>	<b><u>TAX RATE</u></b>
Residential	0.486150%
New Multi Residential	0.534765%
Multi Residential - Full	0.972300%
Commercial Full (Occupied)	0.593103%
Commercial New Construction	0.593103%
Vacant Units & Excess Land	0.415172%
Vacant Land	0.415172%
Industrial (Occupied)	1.068752%
Industrial New Construction	1.068752%
Vacant Units & Excess Land	0.748127%
Vacant Land	0.748127%
Full, Shared PIL	1.068752%
Full, Shared PIL Excess Land	0.748127%
Landfill	0.574386%
Pipeline	0.409387%
Farmlands	0.106953%
Managed Forests	0.121538%

**THAT** every owner be taxed according to the tax rates in this bylaw, together with such tax rates as are properly set by the County of Dufferin for County purposes and the Province of Ontario for education purposes, and such taxes shall become due and payable as follows:

1 . Final Billing:

THAT the taxes shall become due and payable in two instalments as follows:

First final instalment due and payable on August 24, 2022;

Second instalment due and payable on October 26, 2022;

2. The above referenced due dates shall not apply where a schedule of monthly pre-authorized payments has been set up to the satisfaction of the Treasurer.
3. In the event that the Provincial "OPTA" system does not have the necessary date to provide on Commercial and Industrial tax capping to permit processing tax bills for these installment dates then the Treasurer is authorized to process tax bills for the remaining tax classes and to establish later tax installment due dates for the Commercial and Industrial tax classes on a separate tax bill.

4. A penalty at the rate of 1.25% will be charged on the first day of each calendar month thereafter in which default continues, on all unpaid instalments of taxes until December 31, 2022, after which the interest rates of 1.25% per month for each month or fraction thereof will be added. The penalty rate charge shall not apply if a schedule of monthly pre-authorized payments has been set up to the satisfaction of the Treasurer.
5. The Treasurer shall add all or any arrears for special charges such as development charges, fees regarding registered tax properties, water operating and water capital, etc. Service charges for cutting weeds pursuant to any statute or by-law to the respective properties chargeable thereto and that the same shall be collected by the collector in the manner as other rates or levies.
6. The water meters for the Municipal water system in the Hamlet of Mansfield shall be read March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>, 2022 or as close to this date as possible. Billing for these meters shall be carried out the first part of the following month. Penalty at the rate of 1.25% will be charged on the first day of each calendar month thereafter in which default continues.
7. The Treasurer may mail or cause the same to be mailed to the resident or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
8. The taxes are payable at the Municipal Office, 758070 2<sup>nd</sup> Line East, Mulmur, Ontario. L9V 0G8

This bylaw shall come into force and effect upon the date of the final reading

thereof. PASSED THIS 6th DAY OF APRIL, 2022.

.....  
MAYOR

.....  
CLERK





**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. \_\_\_\_\_ - 2022**

**BEING A BY-LAW TO PROVIDE FOR ADVANCE VOTING**

**WHEREAS** Section 43(1) of the Municipal Elections Act, 1996, S.O. 1996, c. 32, provides that the Council of a Municipality shall pass a By-law to establish one or more dates for an advance vote and the hours during which the voting places shall open on that date or dates:

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

THAT the voting period for the 2022 Municipal Election will commence at 10:00 a.m. on Friday, October 14, 2022 and end at 8:00 p.m. on Election Day, Monday, October 24, 2022.

PASSED on this 6<sup>th</sup> day of APRIL 2022.

.....

JANET HORNER, MAYOR

.....

TRACEY ATKINSON, CLERK



**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. \_\_\_\_ - 2022**

**BEING A BY-LAW TO AMEND BY-LAW 38-2021 BEING THE BY-LAW APPOINTING MUNICIPAL BY-LAW ENFORCEMENT OFFICERS**

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

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

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

**AND WHEREAS** it is desirable to amend By-law 38-2021, to include changes to the Officers named in Schedule A;

**NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MULMUR ENACTS AS FOLLOWS:**

- 1. THAT Schedule A to By-law 38-2021 is amended to read as follows:

**CANINE CONTROL**

Olympus Dog Training Academy (Olympus K9)

**MUNICIPAL BY-LAW ENFORCEMENT OFFICERS**

Peter Venasse (Town of Orangeville)

Chris Taylor (Town of Orangeville)

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 6th day of APRIL, 2022.

.....  
MAYOR

.....  
CLERK

THE CORPORATION OF THE TOWNSHIP OF MULMUR



BY-LAW NO. \_\_\_\_-2022

BEING A BY-LAW TO ESTABLISH FEES OR CHARGES FOR SERVICES OR ACTIVITIES PROVIDED OR DONE ON BEHALF OF THE CORPORATION OF THE TOWNSHIP OF MULMUR

**WHEREAS** Section 390 of the *Municipal Act*, S.O. 2001 c.25 as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges on persons for services or activities provided or done by or on behalf of the municipality;

**AND WHEREAS** Section 150 of the *Municipal Act*, S.O. c. 25, as amended, authorizes a local municipality to pass a by-law requiring the payment of license fees;

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

1. That the fees set out in the attached schedules shall be paid for the services or activities listed.
2. That Schedules A attached hereto form part of this by-law.
3. That this by-law supersedes other by-laws in terms of fees and payments only.
4. That this by-law shall be known and may be cited as the "Township of Mulmur User Fees and Charges By-Law."
5. That By-Laws 08-2021 and any amendments thereto are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 6<sup>th</sup> day of April 2022.

.....

MAYOR

.....

CLERK





**SCHEDULE A**  
**USER FEES & CHARGES 2022**  
 (Updated April 2022)

<u>ADMINISTRATION</u>	<u>FEES</u>
Arrears Statement by Mail	\$5
Colour 11x17 Zoning/OP Maps	\$3 each
Commissioner of Oaths	\$15 for non-resident
Fax	\$2 per page
Late Payments Penalty	1.25%
Lottery Licensing Fee	3% of Prize Value
NSF Returned Cheques	\$40
OPP False Alarms ( <b>3<sup>rd</sup> offence &amp; subsequent</b> ) (see By-law 16-2014)	\$500 per offence
Photocopying	\$0.50 per copy
Refreshment Vehicles/Stands	\$500 annually
Satellite Photos	\$10
Search of Records or Admin work required	\$15/qtr hr.
Sign Variance	\$500
Tax & A/R Bill/Statement Reprints by mail	\$5
Tax Certificates	\$75
Tent Rentals	\$50/day*
Township Baseball Caps	\$14
Township Basement Hall Rental - Non Resident/Commercial use	\$100/day*
Township Basement Hall Rental - Resident	\$50/day*
Township Basement Hall Rental Hourly Rate - Resident	\$15/hr*
Township Pins	\$3
Transfer unpaid accounts to taxes	\$10
<b><u>MANSFIELD PARK RATES</u></b>	
Adult Baseball per hour fee	\$13/hr.*
Minor Baseball per hour fee	\$8/hr.*
Pavilion Rental (includes use of washrooms, ball diamond, children's playground, picnic tables and garbage cans). Half a day is 4 hours or less.	\$50/half day* \$100/full day*
Sign Sponsorship (sign 40 inches x 40 inches)	\$140 per sign*

\* Plus HST

<u>PUBLIC WORKS DEPARTMENT</u>	<u>FEES</u>
Annual Trailer Licence	\$240
Annual Wide Load Permit	\$50
Annual Wrecking Yard Licence	\$10
Entrance Permit (Twp. rds only: \$100 Non Refundable)	\$400
Road Occupancy Permit-Construction	\$50
Road Occupancy Permit-Comm./Events	\$250
Road Occupancy Permit-Forestry	\$500
<b><u>WASTE</u></b>	
Composter (Black-Backyard)	\$35 each
Garbage Bag Stickers	\$ 2 per bag
Green Bin (roadside pick-up)	\$15 each
Kitchen Catcher (additional)	\$5 each
<b><u>DOG LICENSE FEES</u></b>	
Replacement Tag	\$ 5 each
<b><u>SPAYED/NEUTERED</u></b>	
First Dog	\$20
Second Dog	\$30
Third Dog	\$80
<b><u>NOT SPAYED OR NEUTERED</u></b>	
First Dog	\$30
Second Dog	\$40
Third Dog	\$90
Kennel Licence first year	\$300
Kennel Licence after first year	\$150
Penalty for obtaining kennel licence late (after April 1st)	\$100
<b><u>OFF SITE RENTALS</u></b>	
Tables (per item / per day)	\$10
Chairs (per item / per day)	\$2
Coffee Urns (per item / per day)	\$15

\*\* No administrative fees will be charged related to name changes and revision of official documents for residential school survivors as per Council Motion related to the TRC Calls to Action on December 8, 2021



## SCHEDULE OF USER FEES & CHARGES 2021

(Updated April 2022)

<b>APPLICATION &amp; AGREEMENT FEES</b>	<b>FEES</b>
Any Other Agreement	\$2,000
Committee of Adjustment Certificate	\$200
Consent Entrance Letter	\$50
Consent Agreement	\$2,000
Consent Application (includes boundary adjustment and easement)	\$2,500
Consent Condition Amendment	\$1,000
Development Agreement	\$2,000
Encroachment Agreement	\$2,000
Lot Grading/Drainage Plan Review	\$500
Minor Variance (as part of Zoning By-Law amendment process)	\$1,500
Official Plan Amendment	\$5,000
Part Lot Control	\$3,000
Plan of Subdivision/Condominium	\$15,000
Posting Sign	\$100
Pre Consultation Deposit (for peer review and consultant review if required)	\$2,500
Pre Consultation Fee	\$500
Removal of Holding By-Law	\$1,000
Second Dwelling Agreements	\$2,000
Security for new dwelling without proof of demolition of previous dwelling unit	\$12,000
Site Plan Approval	\$3,000
Site Plan Deposit	\$3,500 minimum
Subdivision Applications Deposit	\$10,000 minimum
Validation of Title	\$800
Zoning By-Law Amendment	\$2,500

<b>PLANNING FEES</b>	
Demolition Permit Only	\$50
Minimum Distance Setback Calculation	\$200
Municipal Approval	\$150
Municipal Approval after construction has commenced	\$500
Paper Copy of the Official Plan	\$75
Paper Copy of the Zoning By-Law	\$40
Property Information Report, Zoning/Subdivision Compliance Letter	\$150
Risk Management Plan Application/Source Protection Plan Agreement, RMO and amendments thereto	\$300
Special Events Permit	\$250



## SCHEDULE OF USER FEES & CHARGES 2021

(Updated April 2022)

<u>Fire</u>	<u>FEES</u>
Shelburne & District Fire Department Response Fee	\$665 per hour, per vehicle for the first hour
	\$332.50 each additional half hour per vehicle
	\$665 flat fee for calls where services not required.
Mulmur Melancthon Fire Department Response Fee	\$665 per hour, per vehicle for the first hour
	\$332.50 each additional half hour per vehicle
	\$665 flat fee for calls where services not required.
Rosemont District Fire Department	\$665 per hour, per vehicle for the first hour
	\$332.50 each additional half hour per vehicle
For Fire Response fees/Indemnification Technology	\$665 plus the rate per person per hour or portion thereof for each firefighter plus other costs - see cost recovery by-law





## THE CORPORATION OF THE TOWNSHIP OF MULMUR

### BY-LAW NO. \_\_ - 2022

BEING A BY-LAW TO AMEND BY-LAW NO. 28-18, AS AMENDED, THE ZONING BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF MULMUR WITH RESPECT TO CON 2 E E PT LOT 1, TOWNSHIP OF MULMUR, COUNTY OF DUFFERIN (CHOUHAN).

**WHEREAS** the Council of the Corporation of the Township of Mulmur is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the *Planning Act*, R.S.O.1990 c.P. 13, as amended;

**AND WHEREAS** an application to re-zone Part 5 (Pin 34109-0008R) and Part 6 of Draft R-Plan for Consent Application B6-2021, being part of CON 2 E E PT LOT 1 has been received, to change the zoning of the lands from the Rural Residential (RR) Zone to the site specific Rural Residential Exception Twelve (RR-12) Zone.

**AND WHEREAS** Council has deemed that the application is a complete application and is satisfied that Notice of both the Receipt of a Complete Application and of the Public Meeting have been given in accordance with the *Planning Act*, R.S.O.1990, c.P. 13, as amended, and that no further notice is required;

**AND WHEREAS** Council is satisfied that the proposal to re-zone the lands accordingly is appropriate and in accordance with the Official Plan in effect at the time the application was made, as well as applicable Provincial policies and plans;

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

1. Schedule "A" to Zoning By-law No. 28-18, as amended, is hereby further amended by re-zoning Part of CON 2 E E PT LOT 1, in the Township of Mulmur from the Rural Residential (RR) zone to the Rural Residential Exception Twelve (RR-12) Zone, as shown on Schedule "A" attached hereto and forming part of this By-law.
2. Section 4.2.3, Rural Residential Exceptions of Zoning By-law No. 28-18, as amended, is hereby further amended by adding the following:

4.2.3.12 Rural Residential Exception Twelve (RR-12) Zone (2 05705)

Notwithstanding the provisions of section 3.10.2.3 for the Regulations for Existing Undersized Lots of Record, to the contrary, on lands zoned Rural Residential Exception Twelve (RR-12) the minimum lot frontage shall be 21.3m, and such undersized lot may be

used for a permitted use of the Rural Residential (RR) Zone, where all other provisions are complied with. In all other respects the provisions of this By-law shall apply.

This By-law shall come into force upon the date of passage hereof and take effect on the day after the last day for filing appeals. Where objections to the By-law are received in accordance with the provisions of the *Planning Act*, R.S.O.1990, c.P 13, as amended, the By-law shall come into effect upon the approval of the Ontario Land Tribunal.

PASSED on this 6th day of APRIL, 2022.

.....

JANET HORNER, MAYOR

.....

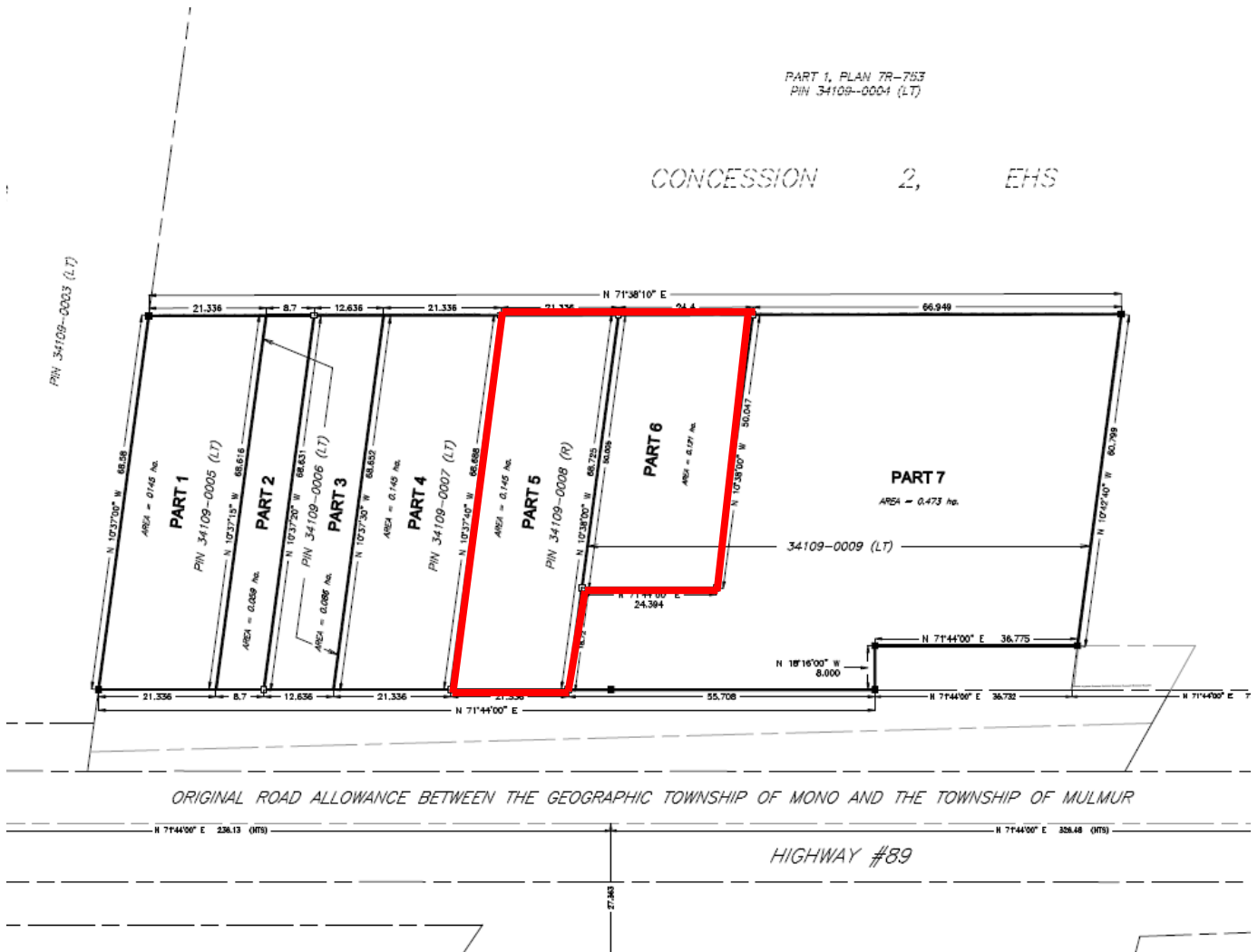
TRACEY ATKINSON, CLERK

**SCHEDULE A**

TO BY-LAW \_\_\_\_\_ - 2022

**Property Description**

**PART OF CON 2 E E PT LOT 1**  
Township of Mulmur, in the County of Dufferin



Lands to be rezoned from the Rural Residential (RR) Zone to the Rural Residential Exception Twelve (RR-12) Zone





## THE CORPORATION OF THE TOWNSHIP OF MULMUR

### BY-LAW NO. \_\_\_\_\_ - 2022

BEING A BY-LAW TO AMEND BY-LAW NO. 28-18, AS AMENDED, THE ZONING BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF MULMUR WITH RESPECT TO CON 8 EHS E PT LOT 8 AND RP 7R301 PART 1, TOWNSHIP OF MULMUR, COUNTY OF DUFFERIN (DAVIE).

**WHEREAS** the Council of the Corporation of the Township of Mulmur is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the *Planning Act*, R.S.O.1990 c.P. 13, as amended;

**AND WHEREAS** an application to re-zone CON 8 EHS E PT LOT 8 AND RP 7R301 PART 1, has been received, to change the zoning of the lands to the site-specific Environmental Protection Exception Four (EP-4) Zone.

**AND WHEREAS** Council has deemed that the application is a complete application and is satisfied that Notice of both the Receipt of a Complete Application and of the Public Meeting have been given in accordance with the *Planning Act*, R.S.O.1990, c.P. 13, as amended, and that no further notice is required;

**AND WHEREAS** Council is satisfied that the proposal to re-zone the lands accordingly is appropriate and in accordance with the Official Plan in effect at the time the application was made, as well as applicable Provincial policies and plans;

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

1. Schedule "A" to Zoning By-law No. 28-18, as amended, is hereby further amended by rezoning CON 8 EHS E PT LOT 8 AND RP 7R301 PART 1, in the Township of Mulmur from the Environmental Protection (EP) zone to the Environmental Protection Exception Four (EP-4) Zone, as shown on Schedule "A" attached hereto and forming part of this By-law.
2. Section 4.14.3, Environmental Protection Exceptions of Zoning By-law No. 28-18, as amended, is hereby further amended by adding the following:

#### 4.14.3.4 Environmental Protection Exception Four (EP-4) Zone (Roll 1-01900)

In addition to the uses permitted in the Environmental Protection (EP) Zone and to section 3.5.2, to the contrary, the reconstruction of a legally existing dwelling shall be permitted subject to the following provisions:

- i) minimum front and rear yard setbacks shall be 30 metres.
- ii) minimum interior side yard setbacks shall be 10 metres.
- iii) minimum setbacks from the channel of any permanently flowing river, stream, creek, or provincially significant wetland shall be 30 metres

In all other respects the provisions of this By-law shall apply.

This By-law shall come into force upon the date of passage hereof and take effect on the day after the last day for filing appeals. Where objections to the By-law are received in accordance with the provisions of the *Planning Act*, R.S.O.1990, c.P 13, as amended, the By-law shall come into effect upon the approval of the Ontario Land Tribunal.

PASSED on this 6th day of APRIL 2022.

.....  
JANET HORNER, MAYOR

.....  
TRACEY ATKINSON, CLERK

**SCHEDULE A**

TO BY-LAW \_\_\_\_\_ - 2022

Property Description

CON 8 EHS E PT LOT 8 AND RP 7R301 PART 1  
Township of Mulmur, in the County of Dufferin  
Roll# 22-16-000-001-01900-0000



Lands to be rezoned from the Environmental Protection (EP) Zone to the Environmental Protection Exception Four (EP-4) Zone





**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. \_\_\_\_\_ - 2022**

BEING A BY-LAW TO AMEND BY-LAW NO. 28-18, AS AMENDED, THE ZONING BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF MULMUR WITH RESPECT TO CON 3 E E PT LOT 3 RP 7R506 PART 2, TOWNSHIP OF MULMUR, COUNTY OF DUFFERIN (CLARK).

**WHEREAS** the Council of the Corporation of the Township of Mulmur is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the *Planning Act*, R.S.O.1990 c.P. 13, as amended;

**AND WHEREAS** an application to re-zone part of CON 3 E E PT LOT 3 RP 7R506 PART 2, has been received, to change the zoning of the lands to fulfill the conditions of consent;

**AND WHEREAS** a significant woodland is present on the severance parcel that is not reflected in the Environmental Protection Natural (EPN) Zone;

**AND WHEREAS** Council has deemed that the application is a complete application and is satisfied that Notice of both the Receipt of a Complete Application and of the Public Meeting have been given in accordance with the *Planning Act*, R.S.O.1990, c.P. 13, as amended, and that no further notice is required as the intent of the application was captured by the original notice;

**AND WHEREAS** Council is satisfied that the proposal to re-zone the lands accordingly is appropriate and in accordance with the Official Plan in effect at the time the application was made, as well as applicable Provincial policies and plans;

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

1. Schedule "A" to Zoning By-law No. 28-18, as amended, is hereby further amended by re-zoning part of CON 3 E E PT LOT 3 RP 7R506 PART 2, in the Township of Mulmur from the Countryside (A) Zone to the Countryside (A) Zone and Environmental Protection (EP) Zone as shown on Schedule "A" attached hereto and forming part of this By-law.

This By-law shall come into force upon the date of passage hereof and take effect on the day after the last day for filing appeals. Where objections to the By-law are received in accordance with the provisions of the *Planning Act*, R.S.O.1990, c.P 13, as amended, the By-law shall come into effect upon the approval of the Ontario Land Tribunal.

PASSED on this 6th day of APRIL 2022.

.....  
JANET HORNER, MAYOR

.....  
TRACEY ATKINSON, CLERK

**SCHEDULE A**

TO BY-LAW \_\_\_\_\_ - 2022

Property Description

PART OF CON 3 E E PT LOT 3 RP 7R506 PART 2  
Township of Mulmur, in the County of Dufferin



Lands to be rezoned from the Countryside (A) Zone to the Environmental Protection (EP) Zone



**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. - 22**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF  
MULMUR TO ENTER INTO A SITE PLAN AGREEMENT  
(FIRTH/FERENS)**

**WHEREAS** the *Planning Act*, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

**AND WHEREAS** an application and site development plans have been submitted for lands described as MULMUR CON 5 EHS PT LOT 3 RP 7R5777 PART 2 and Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Township's requirements;

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

1. That the Township enter into a site plan agreement substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Township's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

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

.....  
MAYOR

.....  
CLERK



# SITE PLAN DEVELOPMENT AGREEMENT

**THIS AGREEMENT MADE THIS 6<sup>th</sup> DAY OF APRIL, 2022.**

**BETWEEN: Keith James Firth and Samantha Nicole Ferens  
(hereinafter called the "Owner")**

**OF THE FIRST PART,**

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF MULMUR  
(hereinafter called the "Municipality")**

**OF THE SECOND PART,**

**-and-**

**The Bank of Nova Scotia  
(hereinafter called the "Encumbrancer")**

**OF THE THIRD PART**

**WHEREAS** the Owner represents that it is the registered owner of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

**AND WHEREAS** under the powers of a natural person, the Municipality has the authority to enter into an agreement;

**AND WHEREAS** this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990 and Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. **Dwelling Terminology**

The Owner acknowledges and agrees that the accessory structure is capable of being used and meets the definition of an Additional Single Dwelling, under the definitions of the Township's Comprehensive Zoning By-law, 28-2018, as amended.

2. **Construction in Accordance with Plans & Prohibition**

Unless otherwise approved by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule "B" attached hereto and the conditions contained in Schedule "C" attached hereto. The Owner hereby agrees that no development or redevelopment will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the "Site Development Plans"), or, where authorized, approved by a delegate of Council, through a Municipal Approval in contemplation of a Building Permit.

No further development of residential dwelling units or accommodations or additions to create dwelling units to same shall be permitted without an amendment to this agreement.

3. **Timing and Revoking of Approvals**

It is understood and agreed that if construction or legal conversion is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval pursuant to the terms of this Agreement and in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality hereby revokes the approval, and any future approvals will be considered based on the merits of the application and policies and regulations in effect at the time of resubmission.

Where development has occurred illegally, without a building permit, a change of use permit is required to legally convert the building from the use that was originally approved through a building permit to a residential use.

For greater clarity, this agreement and the approval of a second dwelling is revoked if a building permit has not been issued and construction (or renovation) commenced by **May 1, 2023**.

4. **Construction**

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

5. **Development Charges**

Development Charges shall be due in accordance with Schedule "C", which shall be indexed annually, and as more particularly set out in Schedule "C" attached hereto.

6. **Building Permits**

Notwithstanding the provisions of this Agreement, the Owner and the Encumbrancer hereby acknowledge that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- (a) all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with;
- (b) any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency are not in default;
- (c) all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- (d) all property taxes with respect to the Lands have been paid in full.
- (e) all fees and securities are in place in accordance with Schedule "D"
- (f) this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

The Owner shall apply for municipal approval and a building permit or change of use permit if applicable, for any conversion to a building or structure or changes from the original approved building/drawings.

7. **Septic Permit**

The Owner agrees to permit the Additional Single Dwelling and waste disposal systems to be inspected by the County Building Inspector and agrees to undertake any and all work necessary to bring the Additional Second Dwelling up to legal safety standards to the satisfaction of the Building Inspector.

8. **Emergency Number**

The Owner agrees to apply for an Emergency Number for the new *Additional Single Dwelling*, thereby having a separate emergency number for each dwelling unit.

9. **Fire Inspection**

The Owner agrees to request and permit a fire inspection of the second dwelling unit at the appropriate time, which in all instances must be prior to occupancy.

10. **Costs**

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include, if applicable, a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands. The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

11. **Security**

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services and in such amounts as specified in Schedule "D", attached to and forming part of this agreement. Notwithstanding anything else herein contained,

the Owner hereby agrees not to undertake any development or re-development or construction of any structures unless a building permit has been issued.

12. **Release of Security**

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement. The Township may accept an Engineer inspection, Final/Occupancy permit or an affidavit from the owner to provide certification of compliance, at the choice of the Township, and depending on the circumstances of the application.

13. **Default**

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;
- b undertake or complete any obligation of the Owner hereunder if the Owner fails to do so after reasonable prior notice thereof to the Owner by the Municipality;
- c enter upon the Lands through its servants or agents for any purpose whatsoever in connection with this Agreement;
- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

14. **Registration**

The Land Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed Agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

15. **Future Severances**

The Owner acknowledges and agrees that the *Additional Single Dwelling* has been permitted as an accessory use to the principal use on the Lands, and no severances for the purpose of separating the principal use from the *Additional Single Dwelling* will be permitted. The Owner further acknowledges and agrees not to make or allow a severance application to be made for these purposes, nor to contest their waiver of their rights to make an application to sever the principal use from the *Additional Single Dwelling*.

16. **Postponement**

The Encumbrancer hereby for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Lands pursuant to the Mortgage to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

17. **Indemnification by Owner**

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

18. **Right of Entry**

The Owner acknowledges and agrees that the Municipality and its authorized representatives have the right to enter upon the Lands or any part thereof, in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

19. **Successors and Assigns**

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns. The obligations of the Owner (if more than one) shall be joint and several.

20. **Invalidity**

The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an



integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

21. **Interpretation**

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Council of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the Schedules attached hereto shall apply.

22. **Notice**

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

Township: Township of Mulmur, 758070, 2nd Line East, Mulmur, Ontario, L9V 0G8;

Owner: at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

23. **Applicable Law**

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

24. **Special Conditions**

Special conditions concerning the development of the Lands are provided in Schedule "C", attached to and forming part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

SIGNED AND DELIVERED )

In the presence of )

This 6th day of April, 2022. )

\_\_\_\_\_  
OWNER: **Keith James Firth**

\_\_\_\_\_  
OWNER: **Samantha Nicole Ferens**

) THE CORPORATION OF THE  
) TOWNSHIP OF MULMUR

Authorized by By-law No \_\_\_\_\_  
passed on the 6 day of April, 2022.

\_\_\_\_\_  
MAYOR, JANET M HORNER

\_\_\_\_\_  
CLERK, TRACEY ATKINSON

\_\_\_\_\_  
) ENCUMBRANCER:

**SCHEDULE "A" - LANDS AFFECTED BY THIS AGREEMENT**

**Property Description**

MULMUR CON 5 EHS PT LOT 3 RP 7R5777 PART 2

PIN: 34107-0141LT

**Encumbrances Registered Against the Lands (Herein referred to as the "Mortgage")**

Mortgage DC# 228852  
The Bank of Nova Scotia  
Retailer Service Center  
10 Wright Blvd.  
Stratford, Ontario N4Z 1H3

**SCHEDULE "B" - SITE DEVELOPMENT PLANS**

The following drawings shall constitute the Site Development Plans:

<b>Site Development Plan</b>	<b>Prepared by</b>	<b>Dated</b>
Site Plan	Crozier Consulting Engineer	2022/FEB/7

The drawings are available for review at the Township of Mulmur Municipal Offices at 758070 Second Line East, Mulmur, Ontario, L9V 0G8. A reduced version of the site plan and drawing excerpts and details are included as Part of Schedule "B".

**SCHEDULE "C" - SPECIAL CONDITIONS CONCERNING THE LANDS**

1. The Owner acknowledges and agrees that this agreement is for the purpose of the construction of a new main dwelling and the preservation of an existing heritage guest cabin.

**SCHEDULE "D" - SECURITIES**

**Performance guarantee & Securities for on-site works & conformity from illegal works**

To secure the obligations of the Owner under this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$0.00

**Securities for off-site works**

To secure the obligations of the Owner under this Agreement and to cover costs of the Municipality which may be incurred to Township of infrastructure owned by others, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$0.00

**Development Charges:**

A non-refundable development charge shall be due in accordance with the Township's Development Charges By-law, as indexed annually.

\$12,317 (2022 rate)

Back – Taxes (if applicable)

The Owner hereby agrees to provide and the Township agrees to accept, without any further commitments, an amenity fee in accordance with Schedule "D", representing the approximate taxes that would have been levied for the Additional Single Dwelling if it had been assessed since the date of its construction/conversion, in circumstances where the Additional Single Dwelling has not been included in the assessment of the Lands. The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

Back taxes shall be provided by either certified cheque or cash prior to the release of the municipal approval or certification of compliance.

\$0.00

TOTAL

\$12,317.00





**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO.     - 22**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF  
MULMUR TO ENTER INTO A SITE PLAN AGREEMENT  
(GRAY/CHALMERS)**

**WHEREAS** the *Planning Act*, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

**AND WHEREAS** an application and site development plans have been submitted for lands described as CON 5 E W PT LOT 21 and Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Township's requirements;

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

1. That the Township enter into a site plan agreement substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Township's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

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

.....  
MAYOR

.....  
CLERK

# **SITE PLAN DEVELOPMENT AGREEMENT**

**THIS AGREEMENT MADE THIS 6th DAY OF APRIL, 2022**

**BETWEEN:** Deborah Gray & Jeffrey Earl Chalmers  
(hereinafter called the “Owner”) **OF THE FIRST PART,**

**-and-**

THE CORPORATION OF THE TOWNSHIP OF MULMUR  
(hereinafter called the “Municipality”) **OF THE SECOND PART,**

**-and-**

\_\_\_\_\_  
(hereinafter called the “Encumbrancer”) **OF THE THIRD PART**

**WHEREAS** the Owner represents that it is the registered owner of the lands described in Schedule “A” annexed hereto, which lands are hereinafter referred to as the “Lands”;

**AND WHEREAS** under the powers of a natural person, the Municipality has the authority to enter into an agreement;

**AND WHEREAS** this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990 and Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. **Dwelling Terminology**

The Owner acknowledges and agrees that the accessory structure is capable of being used and meets the definition of an Additional Single Dwelling, under the definitions of the Township’s Comprehensive Zoning By-law, 28-2018, as amended.

2. **Construction in Accordance with Plans & Prohibition**

Unless otherwise approved by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule “B” attached hereto and the conditions contained in Schedule “C” attached hereto. The Owner hereby agrees that no development or redevelopment will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the “Site Development Plans”), or, where authorized, approved by a delegate of Council, through a Municipal Approval in contemplation of a Building Permit.

No further development of residential dwelling units or accommodations or additions to create dwelling units to same shall be permitted without an amendment to this agreement.

3. **Timing and Revoking of Approvals**

It is understood and agreed that if construction or legal conversion is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval pursuant to the terms of this Agreement and in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality hereby revokes the approval, and any future approvals will be considered based on the merits of the application and policies and regulations in effect at the time of resubmission.

Where development has occurred illegally, without a building permit, a change of use permit is required to legally convert the building from the use that was originally approved through a building permit to a residential use.

For greater clarity, this agreement and the approval of a second dwelling is revoked if a building permit has not been issued and construction (or renovation) commenced by **May 1, 2023**.

4. **Construction**

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

5. **Development Charges**

Development Charges shall be due in accordance with Schedule "C", which shall be indexed annually, and as more particularly set out in Schedule "C" attached hereto.

6. **Building Permits**

Notwithstanding the provisions of this Agreement, the Owner and the Encumbrancer hereby acknowledge that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- (a) all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with;
- (b) any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency are not in default;
- (c) all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- (d) all property taxes with respect to the Lands have been paid in full.
- (e) all fees and securities are in place in accordance with Schedule "D"
- (f) this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

The Owner shall apply for municipal approval and a building permit or change of use permit if applicable, for any conversion to a building or structure or changes from the original approved building/drawings.

7. **Septic Permit**

The Owner agrees to permit the Additional Single Dwelling and waste disposal systems to be inspected by the County Building Inspector and agrees to undertake any and all work necessary to bring the Additional Second Dwelling up to legal safety standards to the satisfaction of the Building Inspector.

8. **Emergency Number**

The Owner agrees to apply for an Emergency Number for the new *Additional Single Dwelling*, thereby having a separate emergency number for each dwelling unit.

9. **Fire Inspection**

The Owner agrees to request and permit a fire inspection of the second dwelling unit at the appropriate time, which in all instances must be prior to occupancy. A separate fire inspection shall not be required where the building inspection has been part of the ongoing building permit.

10. **Costs**

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include, if applicable, a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands. The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

11. **Security**

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services and in such amounts as specified in Schedule



"D", attached to and forming part of this agreement. Notwithstanding anything else herein contained, the Owner hereby agrees not to undertake any development or re-development or construction of any structures unless a building permit has been issued.

12. **Release of Security**

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement.

13. **Default**

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;
- b undertake or complete any obligation of the Owner hereunder if the Owner fails to do so after reasonable prior notice thereof to the Owner by the Municipality;
- c enter upon the Lands through its servants or agents for any purpose whatsoever in connection with this Agreement;
- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

14. **Registration**

The Land Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed Agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

15. **Future Severances**

The Owner acknowledges and agrees that the *Additional Single Dwelling* has been permitted as an accessory use to the principal use on the Lands, and no severances for the purpose of separating the principal use from the *Additional Single Dwelling* will be permitted. The Owner further acknowledges and agrees not to make or allow a severance application to be made for these purposes, nor to contest their waiver of their rights to make an application to sever the principal use from the *Additional Single Dwelling*.

16. **Postponement**

The Encumbrancer hereby for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Lands pursuant to the Mortgage to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

11. **Indemnification by Owner**

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

17. **Right of Entry**

The Owner acknowledges and agrees that the Municipality and its authorized representatives have the right to enter upon the Lands or any part thereof, in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

18. **Successors and Assigns**

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns. The obligations of the Owner (if more than one) shall be joint and several.

19. **Invalidity**

The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

20. **Interpretation**  
 In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Council of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the Schedules attached hereto shall apply.
21. **Notice**  
 All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:
- Township: Township of Mulmur, 758070, 2nd Line East, Mulmur, Ontario, L9V 0G8;
- Owner: at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.
22. **Applicable Law**  
 Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.
23. **Special Conditions**  
 Special conditions concerning the development of the Lands are provided in Schedule "C", attached to and forming part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

SIGNED AND DELIVERED	)	
In the presence of	)	
	)	
	)	
	)	
this 6th day of April, 2022.	)	_____
	)	OWNER: DEBORAH GRAY
	)	
	)	
	)	_____
	)	OWNER: JEFFREY EARL CHALMERS
	)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF MULMUR
	)	
Authorized by By-law No _____	)	
passed on the 6th day of April, 2022.	)	
	)	
	)	_____
	)	MAYOR, JANET M HORNER
	)	
	)	_____
	)	CLERK, TRACEY ATKINSON
	)	
	)	_____
	)	ENCUMBRANCER:

**SCHEDULE "A" - LANDS AFFECTED BY THIS AGREEMENT**

**Property Description**

CON 5 E W PT LOT 21

PIN: 341150010

**Encumbrances Registered Against the Lands (Herein referred to as the "Mortgage")**

Mortgage:

**SCHEDULE "B" - SITE DEVELOPMENT PLANS**

The following drawings shall constitute the Site Development Plans:

<b>Site Development Plan</b>	<b>Prepared by</b>	<b>Dated</b>
Site Plan & Aerial Mark-up	Debbie Gray	Building Permit Submission
Building Plans (A1-A8)	Armstrong Contracting	June 30, 2020
Septic Layout	Septic Permit	July 29, 2020

The drawings are available for review at the Township of Mulmur Municipal Offices at 758070 Second Line East, Mulmur, Ontario, L9V 0G8. A reduced version of the site plan and drawing excerpts and details are included as Part of Schedule "B".

**SCHEDULE "C" - SPECIAL CONDITIONS CONCERNING THE LANDS**

1. The Owners agree that this second dwelling agreement has been entered into for the purpose of allowing a legal conversion of a portion of the existing accessory building. It is acknowledged that the existing accessory structure loft has been legally constructed with office space, washroom and kitchen as part of an office use. This agreement will support a Change in Use to allow it to be used as a dwelling unit, subject to compliance with all applicable law.

**SCHEDULE "D" - SECURITIES**

**Performance guarantee & Securities for on-site works & conformity from illegal works**

To secure the obligations of the Owner under this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$0.00

**Securities for off-site works**

To secure the obligations of the Owner under this Agreement and to cover costs of the Municipality which may be incurred to Township of infrastructure owned by others, the following securities, in either cash, certified cheque or letter of credit, in a form acceptable to the Township:

\$0.00

**Development Charges:**

A non-refundable development charge shall be due in accordance with the Township's Development Charges By-law, as indexed annually.



\$0.00

Back – Taxes (if applicable)

The Owner hereby agrees to provide and the Township agrees to accept, without any further commitments, an amenity fee in accordance with Schedule “D”, representing the approximate taxes that would have been levied for the Additional Single Dwelling if it had been assessed since the date of its construction/conversion, in circumstances where the Additional Single Dwelling has not been included in the assessment of the Lands. The Owner covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. Each of the Owner and Township of Mulmur covenants not to contest the legality of this Agreement.

Back taxes shall be provided by either certified cheque or cash prior to the release of the municipal approval or certification of compliance.

\$0.00

TOTAL

\$0.00



**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. \_\_\_\_\_ - 2022**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MULMUR TO  
ENTER INTO A LAND LEASE AGREEMENT (EH!TEL)**

**WHEREAS** the *Planning Act*, R.S.O. 1990, chapter P.13, Section 50(3) permits the lease of lands to a maximum of 21 years, less one day;

**AND WHEREAS** the Township's Strategic Plan supports acquiring internet for its residents and businesses;

**AND WHEREAS** Section 8 of the Municipal Act confers broad authority on the municipality and Section 9 of the Municipal Act provides for the powers of a natural person and Section 110(1) of the Municipal Act allows a municipality to enter into an agreement for municipal capital facilities;

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

1. That the Township enter into a lease agreement substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement.

BY-LAW READ A FIRST AND SECOND AND THIRD TIME THIS 6th DAY OF APRIL, 2022.

.....  
JANET HORNER, MAYOR

.....  
TRACEY ATKINSON, CLERK

**SCHEDULE 1 TO  
BY-LAW \_\_\_\_\_-2022**

This LEASE AGREEMENT made in duplicate this 6 day of April, 2022.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP of MULMUR**

(the "Lessor")

and

**EH!TEL NETWORKS INC.**

(the "Lessee")

**WHEREAS** the Lessor and the Lessee wish to enter into a lease of a portion of the property situated at 758070 2nd Line East, Mulmur, Ontario as depicted within the location shown on Schedule "A" (the "Property"), subject to the terms and conditions contained herein;

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT** in consideration of the covenants and obligations stipulated herein (the receipt and sufficiency of which is acknowledged) the Lessor and the Lessee agree as follows:

**GRANT OF THE LEASE**

1. The Lessor leases the Property to the Lessee:
  - a. at the rent set forth in Section 4;
  - b. for the Term set forth in Section 5 and, if applicable, the renewal term set forth in Section 7; and
  - c. subject to the conditions and in accordance with the covenants, obligations and agreements herein.
2. The Lessor covenants that it has the right to grant the leasehold interest in the Property free from encumbrances except as disclosed on title.
3. The Lessor further grants to the Lessee the right to install, repair and access a Point of Presence (POP) installation on the Property as depicted in Schedule "A" and the Lessee may at its own expense, maintain or construct in a good and workmanlike manner, an access route to the POP installation as it requires.



## **RENT**

4. The Lessee covenants to pay the Lessor, during the Term of this Lease, Rent in the sum of \$500.00 per annum, payable in advance, with the first payment on the first day of the Term.
5. Rental fees are to be indexed on January 1st of each year in accordance with Ontario's annual average Consumer Price Index.

## **TERM AND POSSESSION**

6. The Lessee shall have possession of the Property for a period of 10 years, commencing on the 1st day of May, 2022 and ending on the 30th day of April 2043 (the "Term").
7. Subject to the Lessor's right under this Lease, and as long as the Lease is in good standing the Lessor covenants that the Lessee shall have quiet enjoyment of the Property during the Term of the Lease without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming through the Lessor.
8. Provided the Lessee shall be in full compliance with the Lessee's obligations under the terms of this Lease at the relevant time, and the Lessee has acquired the necessary approvals under the Planning Act (ref: section 50(3), Planning Act, R.S.O. 1990, c.P 13, as amended), the Lessee shall have a right of renewal for a further 10 years, exercisable by advance written notice to the Lessor not later than 90 days before the end of the Term. If such renewal is exercised, all the provisions of this Lease shall remain the same.

## **ASSIGNMENT**

9. Provided the Lessor consents, such consent not to be unreasonably withheld, the lease shall have the right to assign the lease and provided that any assignee confirms in writing its obligations to be bound by the Terms of this Lease, the Lessee shall cease to be obligated to the lessor hereunder.

## **USE**

10. During the Term of this Lease the Property shall not be used for any purposes other than the use of the structure depicted in Schedule "A" as a POP installation and access by its employees/agents to the POP installation.
11. The Lessee shall not do or permit to be done at the Property anything which may:
  - a. constitutes a nuisance;
  - b. cause damage to the Property;

- c. cause injury or annoyance to persons at the Property;
- d. make void or voidable any insurance upon the Property;
- e. constitute a breach of any by-law, statute, order or regulation or any municipal, provincial or other competent authority relating to the Property.

## **REPAIR AND MAINTENANCE**

12. The Lessee covenants that during the term of this Lease and any renewal thereof the Lessee shall maintain, clean, operate, upkeep, repair and keep in good condition the interior of the Property including all alterations and additions mad thereto, and shall, with or without notice, promptly make all repairs and all necessary replacements as would a prudent owner.
13. The Lessee shall permit the Lessor or a person authorized by the Lessor to enter the Property, to examine the condition thereof and view the state of repair at reasonable time:
  - a. and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Lessee by or on behalf of the Lessor and the Lessee shall make the necessary repairs within the time-frame specified in the notice;
  - b. and if the Lessee refuses or neglects to keep the Property in good repair the Lessor may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Property, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Lessee for any loss, damage or inconvenience to the Lessee in connection with the Lessor's entry and repairs and if the Lessor makes repairs the Lessee shall pay the cost of them immediately as Additional Rent.
  - c. The Lessee shall immediately give written notice to the Lessor of any substantial damage that occurs to the Property from any cause.

## **ALTERATIONS AND ADDITIONS**

14. If the Lessee, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Property aside from those depicted in Schedule "A", the Lessee may do so at his own expense, at any time and from time to time, if the following conditions are met:
  - a. before undertaking any alterations or addition the Lessee shall submit to the Lessor a plan showing the proposed alterations or additions and the Lessee shall not proceed to make any alteration or addition unless the Lessor has approved the plan, and the Lessor shall not unreasonably or arbitrarily withhold its approval;
  - b. any and all alterations or additions to the Property made by the Lessee must comply with all applicable Building Code standards and by-laws of the Lessor.

- c. The Lessee shall be responsible for an pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Property.
- d. With the exception of Lessee's phone number posted on the POP door; no sign, logo, advertisement or notice shall be inscribed, painted or affixed by the Lessee, or any other person on the Lessee's behalf, on any part of the inside or outside of the building in which the Property are located unless the sign, advertisement or notice has been approved in every respect by the Lessor. All signs, advertisements or notices shall comply with all relevant by-laws.

## **INSURANCE**

- 15. Throughout the entire term of this Lease and any renewals thereof, the Lessee shall, as its own cost and expense, to take out and keep in full force the following insurance coverage. The insurance shall be primary, non-contributing with and not excess of any other insurance available to the Lessor.
  - a. Commercial General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the Lessor as Additional Insured with respect to the Lessee's operations, acts and omissions relating to its obligations under this Lease, such policy to include, but not be limited to, non-owned automobile liability, liquor liability, personal injury; broad from property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers liability; and, shall include cross liability and severability of interest clauses. This policy shall not be invalidated as respects the interests of the Lessor by reason of any breach or violation on any warranties, representations, declarations or conditions.
  - b. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Lease.
  - c. Insurance upon property of every description owned by the Lessee, or for which the Lessee is legally liable, on an All-Risk basis for the full replacement cost thereof. This insurance shall contain a waiver of any subrogation rights, which the Lessee's insurers may have against the Lessor or those whom the Lessor is in law responsible.
  - d. The Lessee shall provide Certificates of Insurance, or copies of the insurance policies if required by the Lessor, with provision for 30 days prior notice by registered mail in the event of cancellation or material change, which reduces or restricts the insurance provided.



- e. The Lessee agrees that if they fail to take out or keep in force any such insurance referred to in this clause or should any such insurance not be approved by the Lessor, and should the Lessee not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by the Lessor, the Lessor has the right without assuming any obligation in connection therewith, to affect such insurance at the sole cost of the Lessee. The Lessor shall be reimbursed as set out under the terms of this Lease.
- f. The Lessee shall indemnify and hold the Lessor, its elected officials, officers employees and agents (each an "Indemnatee") harmless from and against all actions, causes of action, liabilities (weather accrued, actual or contingent or otherwise), claims, judgements (including legal fees on a solicitor/client basis and all other costs of defense thereof) and demands made by any person including the Lessee's own employees arising out of activates under this Lease by the Lessee, its agents, servants, employees, or invitees, arising from or in connection with the Lessee's action or failure to take action with respect to the matters subject of this Lease existing or incurred as at or subsequent to the date of this Lease.
- g. An Indemnatee shall give the Lessee notice of any action, cause of action, liability, claim or demand for which the Lessee may be liable within ten (10) days of such action, cause of action, liability, claim or demand coming to the Indemnatee's attention. Each Indemnatee shall permit the Lessee, at its expense, to participate in any negotiations, to assume the defense of any action or proceeding and to settle any claim in respect of which indemnification is sought under this Lease.

## **REPAIR AND MAINTENANCE**

16. The Lessee covenants that during the term of this Lease and any renewal thereof that the Lessee shall ensure that all buildings, structures, towers and transmission facilities erected on the Property shall be erected and in compliance with all municipal, provincial and federal laws and regulations and that after erection or construction shall and will be maintained and kept in a good state of repair.

The Lessee shall lodge with the Township, a cash security in the amount of \$2000.00 as a performance guarantee on the construction and site rehabilitation. The Township may also utilize this same performance guarantee to secure rehabilitation of any staging yard it may temporarily provide to the Lessee

Upon certification by the Director of Public Works that all conditions imposed by this Agreement have been satisfied and construction and rehabilitation has been to the satisfaction of the Township, and that any staging yard has been rehabilitated, the Lessee shall be entitled to the release of the balance of the Security.

## **EXPIRATION, TERMINATION**

17. The Lessor may terminate this Agreement upon notice to the Lessee to take effect immediately if:
- a. The Lessee fails to pay rent when due;
  - b. The goods and chattels of the Lessee or any assignee or sub-lessee are at any time, seized or taken in execution or attachment;
  - c. The Lessee or any assignee or sub-lessee makes an assignment for the benefits of its creditors generally, or files an intention to make or makes a proposal under the Bankruptcy and Insolvency Act (Canada);
  - d. The Lessee or any assignee or sub-lessee becomes bankrupt;
  - e. The Lessee or any assignee or sub-lessee makes a sale under the Bulk Sales Act in respect of goods on the Property without the prior written consent of the Lessor;
  - f. The Lessee ceases to operate or voluntarily winds up; or
  - g. The Lessee becomes subject to any statutory provision that requires winding up of the Lessee.
  - h. Upon the termination of this Lease pursuant to subsection (1) above, the Lessee shall pay the Lessor, forthwith, an amount equivalent to three (3) months Rent.
18. Upon expiration or termination of this Lease or any renewal thereof, the Lessee shall immediately remove at its own expense, any and all of its' structures and buildings from the Property that it shall as far as practicable, restore the Property to the same condition as prior to the construction of the buildings or structures.
19. If the Lessee remains in possession of the Property after the termination of this Lease, or any renewal thereof, without the written agreement of the Lessor, and the Lessor then accepts Rent for the Property, it is agreed that such overholding by the Lessee and acceptance of Rent by the Lessor shall create a monthly tenancy only, by the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. Where a monthly basis as a rate equal to one-twelfth of the rate of annual Rent in effect at the time immediately prior to the commencement of the monthly tenancy.

## **NOTICE**

20. Any notice or communication required to be given under this Lease shall be in writing and will be served personally, delivered by courier or sent by ordinary prepaid, certified or registered mail, or transmitted by facsimile or other similar means of electronic communication, addressed as provided below or at such other address as the parties will later indicate to the other in writing.

To The Lessor:

Township of Mulmur

758070 2nd Line East,  
Mulmur, ON L9V 0G8

To the Lessee:

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

21. Notice by mail will be deemed to have been received on the fifth (5th) day after the date of mailing. Notice by any other method will be deemed to have been received at the time of the delivery or transmission if received during regular business hours. Notice received after regular business hours will be deemed as received the next business day following.

## **REGISTRATION**

22. The Lessee shall not at any time register of or a copy of this Lease on title to the property of which the Property form part without consent of the Lessor.

## **WORKPLACE SAFETY AND INSURANCE BOARD and ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 AND REGULATIONS**

23. The Lessee must supply proof that it is in good standing with the WSIB by:
- a. prior to the commencement of this Lease, providing to the Lessor a certificate from the Workplace Safety and Insurance Board (the "WSIB") indicating that all payments by the Lessee to the WSIB in conjunction with this Lease have been made and that the Lessor will not be liable to the WSIB for future payments in connection with the Lessees fulfilment of obligations pursuant to the Lease; and
  - b. the Lessee shall file a upon request by the Lessor, a "Certificate of Clearance" from the WSIB during the Term, with the first such Certificate of Clearance to be provided as of the first day of the Term.

## **GENERAL**

24. The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Lease.
25. The Lessee and the Lessor agree that all covenants and conditions in this Lease shall be servable, and that should any covenant or condition in this Lease be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of this lease shall remain valid and not terminate thereby.



26. This Lease shall be governed by and constructed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
27. The words importing the singular number only shall include plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
28. Unless the context otherwise requires, the word "Lessor" and the word "Lessee" wherever used herein shall be constructed to include the executors, administrators, successors and assigns of the Lessor and the Lessee, respectively.
29. When there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Lease as on this 6th day of APRIL 2022

**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

per: \_\_\_\_\_

Title: Mayor Janet M. Horner

per: \_\_\_\_\_

Title: Clerk, Tracey Atkinson

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

**EH!TEL NETWORKS INC.**

per: \_\_\_\_\_

Title: Antonius Peeters, CEO

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

*I/We have authority to bind the Corporation*



**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. – 22**

**BEING A BY-LAW TO APPOINT A DEPUTY FIRE CHIEF FOR  
THE MULMUR-MELANCTHON FIRE DEPARTMENT**

**WHEREAS** Section 6(1) of the *Fire Protection and Prevention Act*, S.O. 1997, c.4 as amended authorizes Municipal Councils to appoint a Fire Chief for the Fire Department;

**AND WHEREAS** Section 6(6) of the *Fire Protection and Prevention Act*, S.O. 1997, c.4 as amended authorizes a fire chief to delegate his or her powers or duties under sections 14, 19 and 20 and such other powers and duties as may be prescribed to any firefighter or class of firefighters, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation;

**AND WHEREAS** Council of the Corporation of the Township of Mulmur deems it desirable to fill the vacant Deputy Fire Chief position pursuant to By-law No. 48-2013, being a by-law to Establish and Regulate a Fire Department for the Corporation of the Township of Mulmur;

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

1. THAT Mr. Everhard Olivieri-Munroe be appointed as Deputy Fire Chief of the Mulmur-Melancthon Fire Department.
2. THAT By-Law No. 30-21 be rescinded and that any by-laws or resolutions not consistent with this by-law are hereby rescinded.
3. THAT this by-law shall come into force and take effect upon being passed by Council.

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

.....  
MAYOR

.....  
CLERK



**THE CORPORATION OF THE TOWNSHIP OF MULMUR**

**BY-LAW NO. \_\_\_\_\_ - 2022**

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MULMUR FOR APRIL 6, 2022

**WHEREAS** Section 5(1) of the *Municipal Act*, 2001, as amended, provides that the powers of a municipality shall be exercised by Council;

**AND WHEREAS** Section 5 (3) of the *Municipal Act*, 2001, as amended, provides that municipal powers shall be exercised by by-law;

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

1. All actions of the Council and Committees of Council of the Corporation of the Township of Mulmur for the aforementioned date in respect to every report, motion, by-law or other action passed and taken by Council or Committees of Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed by its separate by-law.
2. The Mayor of the Township and the proper officers of the Corporation of the Township of Mulmur are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and except where otherwise provided, to execute all documents necessary in that behalf.

PASSED on this 6<sup>th</sup> day of APRIL 2022.

.....  
JANET HORNER, MAYOR

.....  
TRACEY ATKINSON, CLERK