

ELECTRONIC COUNCIL AGENDA October 6, 2021 – 9:00AM

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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. Carried.

3.0 APPROVAL OF THE AGENDA

Staff Recommendation: THAT Council approve the agenda.

6 4.0 MINUTES OF THE PREVIOUS MEETING

Staff Recommendation: THAT the Minutes of September 1, 2021 are approved.

5.0 <u>DISCUSSION ARISING OUT OF THE MINUTES</u>

6.0 <u>DISCLOSURE OF PECUNIARY INTERESTS</u>

7.0 FIFTEEN MINUTE QUESTION PERIOD (all questions must be submitted to the Clerk at info@mulmur.ca, a minimum of 24 hours before the meeting date)

8.0 PUBLIC MEETINGS

17 8.1 Mansfield Ski Club Site Plan Phase One (9:30am) David Germain, Thomson Rogers Lawyers & Gord Feniak, RJ Burnside

9.0 <u>DEPUTATIONS AND INVITATIONS - NONE</u>

10.0 PUBLIC WORKS - NONE

11.0 TREASURY

67 11.1 Retirement and Long Service Award Policy

Staff Recommendation: THAT Council receive and approve the Staff Appreciation, Retirement and Long-Term Service Awards Policy as presented.

69 11.2 Council Conferences and Courses

Staff Recommendation: THAT Council receive the Conference & Course Policy report, dated October 6, 2021, from the Treasurer.

72 11.3 Cheque Signing Policy

Staff Recommendation: THAT Council approve the amended Cheque Signing Policy as presented.

75 11.4 2022 NVCA Budget

Staff Recommendation: THAT Council approve the 2022 Nottawasaga Valley Conservation Authority operating budget of \$43,062.81 and capital budget of \$2,238.15 as presented.

12.0 <u>ADMINISTRATION</u>

89 **12.1 Intelivote Agreement**

Staff Recommendation: THAT Council authorize staff to enter into an agreement with Intelivote Systems Inc. for the 2022 municipal election.

90 **12.2 NDCC Auditor Identified Risks and Joint Recreation Agreement**Staff Recommendation: THAT Council receive the report of titled NDCC Auditor Identified Risks and Joint Recreation Agreement.

95 **12.3 Fireworks Report**

Staff Recommendation: THAT Council receive the report titled Fireworks Regulations;

AND THAT Council encourage residents to call the OPP non-emergency line to report disturbance caused by fireworks.

AND FURTHER THAT Council direct staff to draft an amendment to the Noise By-law #28-2020 to exempt fireworks.

97 12.4 Shelburne District Fire Board Report

Staff Recommendation: WHEREAS Mulmur is interested in working with the affected municipalities to discuss the proposed dissolution of the Shelburne & District Fire Board;

NOW THEREFORE Council defer meeting with the impacted municipalities until a complete proposal for dissolution has been presented for discussion.

113 12.5 COVID-19 Policy Report

Staff Recommendation: THAT Council receive the report of Tracey Atkinson entitled COVID Vaccinations and Policies and support the actions identified therein.

13.0 PLANNING

13.1 Zoning and Site Plan Agreement: Mansfield Ski Club

14.0 COMMITTEE MINUTES AND SUB-COMMITTEE REPORTS

- 121 **14.1 Dufferin County Council September 9, 2021**
- 134 14.2 Shelburne & District Fire Board Minutes June 1, 2021
- 139 14.3 Shelburne & District Fire Board Minutes September 7, 2021

143 147 150 152 155 158 160	14.4 14.5 14.6 14.7 14.8 14.9	• • • • • • • • • • • • • • • • • • • •
		Staff Recommendation: THAT Council receive the Committee Minutes and Sub-Committee Reports as copied and circulated.
	15.0	INFORMATION ITEMS (REPORTS, LETTERS)
163 167 169 171 178 179	15.1 15.2 15.3 15.4 15.5 15.6 15.7	
184	15.8	Town of Kingsville: Eye Care in Ontario Motion
		Staff Recommendation: THAT Council receive the information items as copied.
		AND THAT Council endorse item 15.8
	16.0	CLOSED SESSION (Following Public Meeting)
		Staff Recommendation: THAT Council adjourn to closed session at for three (3) matters pursuant to Section 239 (2)(f) advice that is subject to solicitor-client privilege and one (1) matters Section 239 (2)(b) personal matters about an identifiable individual
		 16.1 Solicitor Advice: Bylaw Enforcement Liability 16.2 Solicitor Advice: TRC Calls to Action 16.3 Solicitor Advice: NDCC Liability 16.4 Committee Applications
		THAT Council do rise out of closed session at and into open session with the following motions, reports, directions:

17.0 <u>ITEMS FOR FUTURE MEETINGS</u>

17.1 Indigenous and Cultural Mindfulness Training: November 24, 2021

18.0 NOTICE OF MOTION (if any)

19.0 PASSING OF BY-LAWS

186	19.1	Housekeeping Bylaw
188	19.2	Bylaw to Enter into Site Plan Agreement (Mansfield Ski Club)
244	19.3	Bylaw to Enter into a Joint Recreation Agreement (NDCC)
248	19.4	Confirmatory By-Law

Staff Recommendation: THAT By-Laws 19.1 to 19.4 be approved.

20.0 ADJOURNMENT

Staff Recommendation: THAT Council adjourns the meeting at _____ to meet again on November 3, 2021 or at the call of the Chair.



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

1.1 CALL TO ORDER

The Mayor called the meeting to order at 9:02 a.m.

2.0 LAND ACKNOWELDGEMENT

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 Boxem and Seconded by Clark

THAT Council approve the agenda.

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

CARRIED.

4.0 MINUTES OF THE PREVIOUS MEETING

Moved by Clark and Seconded by Hawkins

THAT the Minutes of August 4, 2021 are approved.

	Yea	Nay
Councillor Boxem	Υ	_
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

5.0 DISCUSSION ARISING OUT OF THE MINUTES

6.0 DISCLOSURE OF PECUNIARY INTERESTS

Councillor Clark declared pecuniary interest for item 13.2 and 19.4 (Monachino Development Agreement)

7.0 FIFTEEN MINUTE QUESTION PERIOD - NONE

Mayor Horner recognized the Mulmur-Melancthon Fire Fighters for their assistance with the vaccination clinic hosted at the Honeywood Arena. Mayor Horner expressed council's appreciation for their assistance and service, going above and beyond helping our community stay safe. Second clinic has been scheduled for September 8th, and MM Fire will be attendance to assist at the second clinic as well.

Mayor Horner recognized Lexi Phillips on her completion of the By-law Enforcement Course. Well done!

8.0 PUBLIC MEETINGS

8.1 Housekeeping Zoning By-Law Amendment (9:30am)

Moved by Cufaro and Seconded by Boxem

THAT Council recess the regular meeting at 9:31 a.m. to hold a public meeting in accordance with our procedural by-law and pursuant to Section 34 of the Planning Act, as amended, to present and obtain public input on the Municipality's proposed Housekeeping Zoning Bylaw Amendment.

	Yea	Nay
Councillor Boxem	Υ	_
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

Mayor Horner opened the public meeting and explained the purpose for undertaking a Housekeeping Zoning By-law Amendment. Township Planner, Tracey Atkinson confirmed that notice of the public meeting was given in accordance with the Planning Act and presented the proposed changes to the Township's Comprehensive Zoning By-law. Anyone requesting a Notice of Decision is required to submit a formal request.

Council discussion ensued surrounding second dwellings, development charges, and strengthening definitions. Council requested additional information surrounding cannabis as an agricultural crop vs. industrial practice.

Mayor Horner recognized Cheryl Russel, who sought clarification on participation and attendance at the Ad-Hoc Planning Advisory Committee and requested notification surrounding the Housekeeping Zoning By-law Amendment. Atkinson confirmed that round table information sessions are intended for full public engagement, and that all Committee of Council meetings are open.

Mayor Horner recognized Shannon Wareham-Browne who questioned the rules surrounding accessory dwellings and size of dwelling units. Wareham-Browne spoke to the current housing crisis and the need to make it housing more attainable. Wareham-Browne requested notification of the round table information sessions.

The Housekeeping Zoning By-law will be presented for passing at a later meeting.

Moved by Cufaro and Seconded by Clark

THAT Council adjourns the public meeting and return to the regular meeting at 10:55 a.m.

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

CARRIED.

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.

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

CARRIED.

10.0 PUBLIC WORKS - NONE

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 2nd Line West in accordance with By-Law #18-14;

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

	Yea	Nay
Councillor Boxem	Υ	_
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

11.2 Community Grant Applications

Heather Boston, Treasurer, provided an overview to the applications received. Discussion ensued regarding incomplete applications and the scope of proposed projects.

Moved by Clark and Seconded by Hawkins

THAT Council approve the grant application for Headwaters Food and Farming Alliance for \$250;

AND THAT Council defer the grant application for Dufferin County Black Association pending a complete application;

AND FURTHER THAT Council reject the grant application for Superburger.

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

CARRIED.

12.0 ADMINISTRATION

12.1 Mansfield Parks Advisory Committee Report

Roseann Knechtel, Deputy Clerk presented on the proposed establishment of a Committee of Council. Discussion ensued regarding inclusion of parkland located outside of Mansfield, and the number of meetings to be held each year.

Council requested the following amendments:

- The committee name be amended from Mansfield Park Advisory Committee to Mansfield Parks Advisory Committee;
- The Mansfield Parks Advisory Committee mandate be amended to meet a minimum of two (2) and maximum of six (6) times per year.

Moved by Cufaro and Seconded by Clark

THAT Council receive the report titled Mansfield Community Park Committee;

AND THAT Council approve the establishment of the Mansfield Community Parks Advisory Committee;

AND THAT Council honour the current appointments of Paul Greer, Zolton Potovszky, Emerson Pendleton, Mandy Little and Earl Hawkins as Council representative;

AND FURTHER THAT the Mansfield Community Park Advisory Committee mandate and terms of reference be approved as amended in accordance with the report of Roseann Knechtel, Deputy Clerk for immediate implementation.

	Yea	Nay
Councillor Boxem	Υ	-
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

12.2 Truth and Reconciliation Calls to Action Report

Deputy Clerk, Roseann Knechtel provided a background to the Calls to Action directed at municipal government. Discussion ensued and Council expressed the need for greater education before making a decision.

Direction was given to staff to schedule a training session in 2021, to provide education and interpretation on each call to action.

Moved by Hawkins and Seconded by Cufaro

THAT Council defer action on the recommended actions to a future meeting pending a training and information session.

Yea	Nay
Υ	-
Υ	
Y	
Y	
Υ	
	Y

CARRIED.

13.0 PLANNING

13.1 Gray Second Dwelling Refund Request

Tracey Atkinson provided a background to the work completed in the Zoning Amendment and Site Plan applications.

Moved by Hawkins and Seconded by Boxem

THAT Council authorizes a refund in the amount of \$2,000 in relation to applications Z5-2020 and SPA6-2020 (Roll 4-01960)

	Yea	Nay
Councillor Boxem	Υ	
Councillor Clark	Υ	

Councillor Cufaro	Υ
Deputy Mayor Hawkins	Υ
Mayor Horner	Υ

CARRIED.

13.2 Monachino Development Agreement

Councillor Clark left the meeting at 11:57 due to a declaration of pecuniary interest to item 13.2.

Tracey Atkinson provided a background to the condition of consent for application B2-2021.

Moved by Hawkins and Seconded by Boxem

THAT Council pass a by-law to authorize the Mayor and Clerk to enter into a severance (building envelope) agreement to fulfill a condition of provision consent for application B2-2021.

Yea Nay
Υ
ABSTAINED
Υ
Υ
Υ

CARRIED.

Councillor Clark returned to the meeting.

14.0 COMMITTEE MINUTES AND SUB-COMMITTEE REPORTS

- 14.1 Roads Safety Committee Minutes August 9, 2021
- 14.2 Mulmur Community Events Committee August 18, 2021
- 14.3 Ad-Hoc Planning Advisory Committee Minutes August 25, 2021

Moved by Boxem and Seconded by Clark

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

AND THAT Council direct staff to advertise for four (4) vacancies on the Mulmur Community Events Committee.

	Yea	Nay
Councillor Boxem	Υ	-
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

- 15.0 INFORMATION ITEMS (REPORTS, LETTERS)
- 15.1 Notice for Mansfield Ski Development (Oct 6, 2021)
- 15.2 Staff Memo: Tender Results
- 15.3 Responses to Mulmur's Truth and Reconciliation Motion
- 15.4 Dufferin Municipality's PSB Motions
- 15.5 Main Street Recovery Act
- 15.6 Draft Development Charges By-Law with Tracked Changes
- 15.7 AMO Truth and Reconciliation Motion

Moved by Clark and Seconded by Cufaro

WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;

AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

THEREFORE, BE IT RESOLVED THAT the Council of the Township of Mulmur does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

	Yea	Nay
Councillor Boxem	Υ	_
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

15.8 City of Toronto Early Learning and Childcare Motion

Moved by Boxem and Seconded by Cufaro

THAT Council receives the information items as copied;

	Yea	Nay
Councillor Boxem	Υ	-
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

15.9 Municipality of Learnington Motion

Moved by Boxem and Seconded by Hawkins

WHEREAS the current joint and several liability regime as set out in the Negligence Act financially impacts all municipalities across the province regardless of whether or not a claim occurred within a municipality's borders;

AND WHEREAS The Township of Mulmur's total annual cost of insurance premiums has grown by \$44,815.84 over the last 4 years which equals a percentage increase of approximately 68.5%;

AND WHEREAS municipalities are often added to claims as they are seen as having significant resources with the backing of taxpayers;

AND WHEREAS higher insurance costs divert property tax dollars from delivering public services to residents;

NOW THEREFORE the Council of the Township of Mulmur endorse the Motion of the Municipality of Learnington and recommendations proposed by the Association of Municipalities of Ontario ("AMO") to address joint and several liability reform and rising insurance costs more generally.

NOW FURTHERMORE Council direct staff to forward a copy of this resolution to the Premier of the Province of Ontario and AMO.

	Yea	Nay
Councillor Boxem	Υ	_
Councillor Clark	Υ	
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

16.0 CLOSED SESSION - NONE

17.0 ITEMS FOR FUTURE MEETINGS

- 17.1 Mansfield Ski Club Site Plan and Removal of Holding
- 17.2 Fireworks Report
- 17.3 Housekeeping Zoning Bylaw
- 17.4 Truth and Reconciliation Actions and Training
- 17.5 Information on 2021 Phragmites Actions
- 17.6 Council Conferences and Courses Policy

18.0 NOTICE OF MOTION - NONE

19.0 PASSING OF BY-LAWS

- 19.1 Development Charges By-Law
- 19.2 Fees and Charges By-Law
- 19.3 Traffic By-Law
- 19.4 By-Law to Enter into a Development Agreement (Monachino)
- 19.5 Confirmatory By-Law

Moved by Hawkins and Seconded by Boxem

THAT By-Law 19.1, 19.2, 19.3 and 19.5 be approved.

	Yea	Nay
Councillor Boxem	Υ	
Councillor Clark	Υ	
Councillor Cufaro		Ν
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

Councillor Clark left the meeting at 12:39 due to a declaration of pecuniary interest to item 19.4.

Moved by Hawkins and Seconded by Cufaro

THAT By-Law 19.4 be approved.

	Yea	Nay
Councillor Boxem	Υ	-
Councillor Clark	ABSTAINE)
Councillor Cufaro	Υ	
Deputy Mayor Hawkins	Υ	
Mayor Horner	Υ	

CARRIED.

Councillor Clark returned to the meeting.

19.0 ADJOURNMENT

Moved by Boxem and Seconded by Hawkins

THAT Council adjourns the meeting at 12:43 p.m. to meet again on Wednesday October 6, 2021 at 9:00 a.m. or at the call of the Chair.

	Yea	Nay	
Councillor Boxem	Υ	-	
Councillor Clark	Υ		
Councillor Cufaro	Υ		
Deputy Mayor Hawkins	Υ		
Mayor Horner	Υ		
•			CARRIED.
Janet Horner, Mayor		Tracey Atkinson, Clerk	



CORPORATION OF THE TOWNSHIP OF MULMUR NOTICE OF SITE PLAN AGREEMENT & Z01-2016 MANSFIELD SKI CLUB (PHASE ONE)

ZONING BY-LAW AMENDMENT TO REMOVE A HOLDING SYMBOL

The Corporation of the Township of Mulmur will hold a meeting pursuant to Sections 34 of the Planning Act (1990) to consider an amendment to the Zoning By-law. The earliest date on which Mulmur Council proposes to meet to pass the amending by-law to remove the Holding Provisions for Phase One is October 6, 2021, at 9:30AM. The meeting will be held using an electronic format, with detail available on our website a minimum of 48 hours in advance of the meeting.

A copy of the proposed amendment is available for review at the municipal office during regular office hours and online. Anyone wishing to ask questions at the public meeting is asked to submit such questions a minimum of 24 hours before the meeting, to planning@mulmur.ca. Anyone wishing to address Council with respect to the proposal may do so at the public meeting. Persons unable to attend the public meeting may provide written comments up until the time of the public meeting. If you wish to be notified of the decision on the proposed application, you must make an oral or written request to the Township of Mulmur.

<u>PURPOSE OF THE AMENDMENT:</u> The proposed Zoning By-law Amendment would remove the holding provision from the Recreation Exception One Holding (RE-1-H) Zone for phase one and revise the zoning to maintain a holding provision on the subject lands for phase 2, allowing for phase one of the development, being 48 accommodation units and associated works to proceed in accordance with the proposed site plan agreement.

A SITE PLAN AGREEMENT FOR PHASE ONE WILL BE PRESENTED TO COUNCIL FOR CONSIDERATION ON

OCTOBER 6, 2021: Mansfield Ski Club has received Environmental Compliance Approval from the Ministry of the Environment, Conservation for the establishment of stormwater management works for the collection, transmission, treatment and disposal of stormwater runoff (#8394-C3DKVS) and for the establishment, usage and operation of new non-municipal sewage works (#5564-C4WR49). The project has received a permit to take water from the Ministry of the Environment and Climate Change (#2542-AZHML3). The NVCA has provide comments through the process, and a permit will be required at the Building Permit stage.

<u>LANDS AFFECTED:</u> The Zoning By-law Amendment affects the lands described in the table below and identified in the map on reverse.

For more information contact: Tracey Atkinson, CAO/Clerk/Planner 705-466-3341 | planning@mulmur.ca DATED: September 8, 2021

ROLL NUMBER	2216000001242000000
OWNER	MANSFIELD SKI CLUB INC
STREET ADDRESS	628213 15TH SIDEROAD
LEGAL	MULMER CON 6 E PT LOTS 15
DESCRIPTION	16 17 PT RD ALLOW PLAN 86 PT
	BLK B PLAN 7M4 PT BLKS 19
	AND 20 RP 7R2240 PART 1 RP
	7R455 PARTS 1 AND 2

Status of Deliverables for Release of Holding Provisions

By-Law No. 44-2019

August 4, 2021

Phase 1	Phase 2	Holding Provision				
Complete	Not	-Permit to take water issued by the Ministry of the Environment,				
	Complete	Conservation and Parks, for each Phase				
N/A	Not	-To support Phase 2, additional wells shall be drilled, developed and				
	Complete	tested				
Complete	Complete	-An Environmental Compliance Approval from the Ministry of Energy,				
		Conservation and Parks for the water source, for each Phase if applicable				
Complete	Complete	-An Environmental Compliance Approval from the Ministry of Energy,				
		Conservation and Parks for the treatment and discharge of wastewater,				
		for each Phase if applicable				
Complete	Complete	-A development permit from the Nottawasaga Valley Conservation				
		Authority, if applicable, for each Phase				
Concurrent	Concurrent	-A site development plan, for each Phase, has been approved by Council				
with ZBLA	with ZBLA	and such site plan agreement(s) has been registered, and among the				
		standard conditions and drawing requirements, must include:				
		 Location of all wells; 				
		 The provision of fire access routes to the satisfaction of 				
		the applicable fire Chief and the County of Dufferin				
		Building Department; and				
		 The provision of water supply to the satisfaction of the 				
		applicable fire Chief and the County of Dufferin Building				
		Department				

Prepared by Mansfield Ski Club Inc.

THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. 44-2019

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 for lands described as Part of Lot 16, Concession 6 EHS, Township of Mulmur, County of Dufferin. (Mansfield Ski Club)

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 Lot 16, Concession 6 EHS has been received, to change the zoning of the lands to permit a residential and commercial development at the base of the ski hill;

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. Section 4.8.4, Recreational Exception One – Mansfield Ski Club (RE-1) of Zoning By-law No. 28-18, as amended, is hereby further amended by replacing the entire section with the following:

4.8.4 Recreational Exception One Holding- Mansfield Ski Club (RE-1-H)

Notwithstanding the provisions of 4.8.1, to the contrary, the following additional uses shall be permitted:

- a) Phase 1: 48 Accommodation units
- b) Phase 2: 45 Accommodation units
- c) Tourism commercial

The additional land uses shall not be permitted until the Holding symbol has been removed. The Holding symbol shall remain in place on the lands until such time as the following requirements have been addressed to the Township's satisfaction:

• Permit to Take Water issued by the Ministry of Environment, Conservation and Parks, for each phase.

- To support Phase 2, additional wells shall be drilled, developed and tested.
- An Environment Compliance Approval from the Ministry of Energy, Conservation and Parks for the water source, for each Phase, if applicable.
- An Environment Compliance Approval from the Ministry of Energy, Conservation and Parks for the treatment and discharge of wastewater, for each Phase.
- A development permit from the Nottawasaga Valley Conservation Authority, if applicable, for each phase.
- A site development plan, for each Phase, has been approved by Council and such site plan agreement(s) has been registered, and among the standard conditions and drawing requirements, must also include:
 - Location of all wells;
 - the provision of fire access routes to the satisfaction of the applicable fire Chief and the County of Dufferin Building Department; and
 - the provision of water supply to the satisfaction of the applicable fire Chief and the County of Dufferin Building Department.

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 Local Planning Appeal Tribunal.

READ A FIRST, SECOND and THIRD TIME, and finally passed this 2nd day of October, 2019.

MICHELLE SMIBERT, CLERK



PERMIT TO TAKE WATER

Pumping Test NUMBER 2542-AZHML3

Pursuant to Section 34.1 of the Ontario Water Resources Act, R.S.O. 1990 this Permit To Take Water is hereby issued to:

> Mansfield Ski Club Inc. 628213 15 Sideroad Mansfield Mulmur, Ontario, L9V 3M6

For the water Two drilles wells (PW1 and PW2)

taking from:

Located at:

Lot East Part of Lot 16, Concession 6, Geographic Township of Mulmur

Mulmur, County of Dufferin

For the purposes of this Permit, and the terms and conditions specified below, the following definitions apply:

DEFINITIONS

- (a) "Director" means any person appointed in writing as a Director pursuant to section 5 of the OWRA for the purposes of section 34.1, OWRA.
- "Provincial Officer" means any person designated in writing by the Minister as a Provincial (b) Officer pursuant to section 5 of the OWRA.
- (c) "Ministry" means Ontario Ministry of the Environment and Climate Change.
- (d) "District Office" means the Guelph District Office.
- (e) "Permit" means this Permit to Take Water No. 2542-AZHML3 including its Schedules, if any, issued in accordance with Section 34.1 of the OWRA.
- "Permit Holder" means Mansfield Ski Club Inc.. (f)
- "OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O. 40, as amended. (g)

You are hereby notified that this Permit is issued subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. Compliance with Permit

- 1.1 Except where modified by this Permit, the water taking shall be in accordance with the application for this Permit To Take Water, dated April 2, 2018 and signed by Finley McEwen, and all Schedules included in this Permit.
- 1.2 The Permit Holder shall ensure that any person authorized by the Permit Holder to take water under this Permit is provided with a copy of this Permit and shall take all reasonable measures to ensure that any such person complies with the conditions of this Permit.
- 1.3 Any person authorized by the Permit Holder to take water under this Permit shall comply with the conditions of this Permit.
- 1.4 This Permit is not transferable to another person.
- 1.5 This Permit provides the Permit Holder with permission to take water in accordance with the conditions of this Permit, up to the date of the expiry of this Permit. This Permit does not constitute a legal right, vested or otherwise, to a water allocation, and the issuance of this Permit does not guarantee that, upon its expiry, it will be renewed.
- 1.6 The Permit Holder shall keep this Permit available at all times at or near the site of the taking, and shall produce this Permit immediately for inspection by a Provincial Officer upon his or her request.

2. General Conditions and Interpretation

2.1 Inspections

The Permit Holder must forthwith, upon presentation of credentials, permit a Provincial Officer to carry out any and all inspections authorized by the OWRA, the *Environmental Protection Act*, R.S.O. 1990, the *Pesticides Act*, R.S.O. 1990, or the *Safe Drinking Water Act*, S. O. 2002.

2.2 Other Approvals

The issuance of, and compliance with this Permit, does not:

- (a) relieve the Permit Holder or any other person from any obligation to comply with any other applicable legal requirements, including the provisions of the *Ontario Water Resources Act*, and the *Environmental Protection Act*, and any regulations made thereunder; or
- (b) limit in any way any authority of the Ministry, a Director, or a Provincial Officer, including the authority to require certain steps be taken or to require the Permit Holder to furnish any further information related to this Permit.

2.3 Information

The receipt of any information by the Ministry, the failure of the Ministry to take any action or require any person to take any action in relation to the information, or the failure of a Provincial Officer to prosecute any person in relation to the information, shall not be construed as:

- (a) an approval, waiver or justification by the Ministry of any act or omission of any person that contravenes this Permit or other legal requirement; or
- (b) acceptance by the Ministry of the information's completeness or accuracy.

2.4 Rights of Action

The issuance of, and compliance with this Permit shall not be construed as precluding or limiting any legal claims or rights of action that any person, including the Crown in right of Ontario or any agency thereof, has or may have against the Permit Holder, its officers, employees, agents, and contractors.

2.5 Severability

The requirements of this Permit are severable. If any requirements of this Permit, or the application of any requirements of this Permit to any circumstance, is held invalid or unenforceable, the application of such requirements to other circumstances and the remainder of this Permit shall not be affected thereby.

2.6 Conflicts

Where there is a conflict between a provision of any submitted document referred to in this Permit, including its Schedules, and the conditions of this Permit, the conditions in this Permit shall take precedence.

3. Water Takings Authorized by This Permit

3.1 Expiry

This Permit expires on September 30, 2018. No water shall be taken under authority of this Permit after the expiry date.

3.2 Amounts of Taking Permitted

The Permit Holder shall only take water from the source, during the periods and at the rates and amounts of taking specified in Table A. Water takings are authorized only for the purposes specified in Table A.

Table A

1	Source Name / Description:	Source: Type:	Taking Specific Purpose:	Taking Major Category:	Max. Taken per Minute (litres):	Max. Num. of Hrs Taken per Day:	Max. Taken per Day (litres):	Max. Num. of Days Taken:	Zone/ Easting/ Northing:
1	PW1	Well Drilled	Pumping Test	Miscellaneous	114	24	163,440	7	17 575576 4894716
2	PW 2	Well Drilled	Pumping Test	Miscellaneous	114	24	163,440	7	17 575889 4894718
7000						Total Taking:	326,880		

3.3 Prior to taking of water under this Permit, the Permit Holder shall ensure that any and all applicable permits or authorizations are obtained from Federal and Provincial Agencies having legislative mandates in water resources management.

4. Monitoring

4.1 Notification to Well Owners

Prior to commencement of the pumping test, the Permit Holder shall identify all wells within the area of the anticipated potential cone of influence, or within 500 metres of the test site, whichever is greater. At least 24 hours prior to beginning the pumping test, the Permit Holder shall provide written notification to the owners of the wells identified within the potential cone of influence. The notification shall include the expected date, time and duration of the pumping test, and a contact telephone number that may be used to report any interferences with water supplies.

4.2 Measuring Water Depths

To establish baseline conditions, well depths and depths to water levels for identified representative wells in the area of the water taking shall be recorded by the Permit Holder. During the pumping test, water levels in the identified wells shall be recorded. The pumping test must be of sufficient duration to accurately predict the long term impacts of the proposed water taking. Water levels in the identified wells shall continue to be monitored beyond the water taking period until at least 85% recovery is achieved.

5. Impacts of the Water Taking

5.1 Notification

The Permit Holder shall immediately notify the local District Office of any complaint arising from the taking of water authorized under this Permit and shall report any action which has been taken or is proposed with regard to such complaint. The Permit Holder shall immediately notify the local District Office if the taking of water is observed to have any significant impact on the surrounding waters. After hours, calls shall be directed to the Ministry's Spills Action Centre at

1-800-268-6060.

5.2 Restoration of Water Supply

Where the taking of water is observed to cause any negative impact to other water supplies obtained from any adequate sources that were in use prior to initial issuance of a Permit for this water taking, the Permit Holder shall take such action necessary to make available to those affected, a supply of water equivalent in quantity and quality to their normal takings, or shall compensate such persons for their reasonable costs of doing so.

6. Director May Amend Permit

The Director may amend this Permit by letter requiring the Permit Holder to suspend or reduce the taking to an amount or threshold specified by the Director in the letter. The suspension or reduction in taking shall be effective immediately and may be revoked at any time upon notification by the Director. This condition does not affect your right to appeal the suspension or reduction in taking to the Environmental Review Tribunal under the *Ontario Water Resources Act*, Section 100 (4).

The reasons for the imposition of these terms and conditions are as follows:

- 1. Condition 1 is included to ensure that the conditions in this Permit are complied with and can be enforced.
- 2. Condition 2 is included to clarify the legal interpretation of aspects of this Permit.
- 3. Conditions 3 through 6 are included to protect the quality of the natural environment so as to safeguard the ecosystem and human health and foster efficient use and conservation of waters. These conditions allow for the beneficial use of waters while ensuring the fair sharing, conservation and sustainable use of the waters of Ontario. The conditions also specify the water takings that are authorized by this Permit and the scope of this Permit.

In accordance with Section 100 of the <u>Ontario Water Resources Act</u>, R.S.O. 1990, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 101 of the <u>Ontario Water Resources Act</u>, R.S.O. 1990, as amended, provides that the Notice requiring the hearing shall state:

- 1. The portions of the Permit or each term or condition in the Permit in respect of which the hearing is required, and;
- 2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

In addition to these legal requirements, the Notice should also include:

- a. The name of the appellant;
- b. The address of the appellant;
- c. The Permit to Take Water number;
- d. The date of the Permit to Take Water;
- e. The name of the Director;
- f. The municipality within which the works are located;

This notice must be served upon:

The Secretary
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto ON
M5G 1E5

Fax: (416) 326-5370

Email: ERTTribunalsecretary@ontario.ca

AND

The Director, Section 34.1, Ministry of the Environment and Climate Change 12th Floor 119 King St W Hamilton ON L8P 4Y7

Fax: (905) 521-7820

Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal:

by Telephone at

(416) 212-6349

Toll Free 1(866) 448-2248

by Fax at

(416) 326-5370

Toll Free 1(844) 213-3474

by e-mail at

www.ert.gov.on.ca

Dated at Hamilton this 7th day of June, 2018.

Belinda Koblik

Director, Section 34.1

B. Kolis

Ontario Water Resources Act., R.S.O. 1990

Ministry of the Environment, Conservation and Parks Ministère de l'Environnement, de la Protection de la nature et des Parcs

AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 8394-C3DKVS Issue Date: July 30, 2021

Mansfield Ski Club Inc. 628213 15 Sideroad Mulmur, Ontario

L9V 0T9

Site Location: Mansfield Ski Club Inc.

Lot East Part of Lot 16, Concession 6

628213 15 Sideroad

Township of Mulmur, County of Dufferin

You have applied under section 20.2 of Part II.1 of the <u>Environmental Protection Act</u>, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

the establishment of stormwater management Works to service the proposed re-development at the Mansfield Ski Club, located at the above Site Location, for the collection, transmission, treatment and disposal of stormwater runoff from a total catchment area of 3.63 hectares, to provide Enhanced Level water quality protection and erosion control, and to attenuate post-development peak flows to pre-development peak flows for all storm events up to and including the 100-year storm event, discharging to downstream off-site swales, ditches and detention basins and ultimately to Pine River, consisting of the following:

PROPOSED WORKS

- on-site storm sewers of 300 to 675 millimetre diameters, complete with deep sumps at inlet structures, conveying on-site stormwater runoff from the re-development area and off-site runoff from the external drainage area (11.94 hectares) to the west of the site, discharging to the proposed dry pond as described below;
- **grassed swale** along the west and southwest limits of the site, having a total length of approximately 148 metres, conveying off-site runoff from the external drainage area (11.94 hectares) to the west of the site, discharging to the 675 millimetre diameter storm sewer as described above via a ditch inlet catch basin (DICB);
- grass filter strips: a series of grassed filter strips located in the proposed re-developed gravel

parking area to provide additional water quality treatment, receiving stormwater runoff from the parking area and discharging to the proposed storm sewers as described above or the enhanced grassed swale or the dry pond as described below;

- enhanced grassed swale (catchment area 0.85 hectares) along the east limit of the gravel parking area, having a total length of approximately 155 metres, a bottom width of 1 metre, side slopes of 3:1, a depth of 0.5-0.75 metres, a channel slope of 1% and flow velocities of 0.5 metres per second or less under the 25 millimetre design storm event, receiving surface runoff from the east portion of the parking area via sheet flow over the grassed filter strips as described above, discharging to the dry pond as described below;
- **stormwater management facility (catchment area 14.68 hectares):** one (1) dry pond with a sediment forebay, located at the southeast corner of the re-development area, having a maximum available storage volume of 1,364 cubic metres and a maximum depth of 2.26 metres under the 100-year storm event, consisting of the following:
 - two (2) riprap-lined inlets, one connected to the enhanced grassed swale at the northeast corner and one connected to the on-site storm sewer system at the northwest corner;
 - one (1) sediment forebay with a minimum depth of 1 metre, separated from the main detention basin by a rip-rapped forebay berm;
 - one (1) 4.0 metre wide and minimum 0.35 metre deep emergency overflow spillway weir with side slopes of 10:1 and lined with Turfstone Pavers, connected to a 2.0 metre wide and minimum 0.30 metre deep overflow spillway with side slopes of 4:1 and lined with filter cloth and riprap;
 - one (1) outlet structure, consisting of one (1) perforated hickenbottom outlet, a 150 millimetre diameter subdrain equipped with a 75 millimetre diameter orifice, a 600 millimetre by 1,200 millimetre DICB with a 0.9 metre wide rectangular/triangular weir and a 12 metre long, 900 millimetre diameter concrete outlet pipe. The outlet structure in combination with the overflow spillway weir will allow a maximum discharge of 2.275 cubic metres per second under the 100-year storm event to off-site swales, ditches, detention basins and ultimately Pine River; and
 - 3.0 metre wide maintenance access along the perimeter of the dry pond;
- armoured swale located within the northeast portion of the re-development area (POST 2 catchment area), having a total length of approximately 71 metres and a depth of 0.3 metres, lined with rip-rap on geotextile fabric and complete with a flow spreader at the downstream end, conveying stormwater runoff from the Block 1 and Block 2 stacked townhouse areas, discharging to the undeveloped vegetated lands to the northeast prior to leaving the site;

EXISTING WORKS

retrofitting of an existing on-site stormwater management facility to collect stormwater and snowmelt runoff, located on a site south of 17th Sideroad approx. 650 m west of Highway 18 (Airport Road), as follows:

• a stormwater management facility consisting of the combining of an existing stormwater extended detention pond and an existing excavated pond, designed to provide quantity control with minor quality control functions. The retrofitted stormwater management pond has an available combined storage volume of 19,100 cubic metres above 9,500 cubic metres of permanent pool storage. Quality control is provided via a separated inlet forebay ditch with vegetative lining to enhance sediment removal prior to discharge over a berm to the main wet pond. Discharge control downstream of the wetland cell is provided via an orifice plate within an outlet control catchbasin structure. Quantity control is provided by attenuating the catchment area post-development flows to the allowable discharge flow rate of approx. 0.43 cubic metres per second during the 2, 5, 25 and 100 year design storm events prior to discharge to the existing 17th Sideroad south drainage ditch which ultimately discharges to Pine River, and including inlet structure, outlet piping and control structure, overflow weir, emergency spillway and fencing;

including erosion/sedimentation control measures during construction of the Proposed Works and all other controls and appurtenances essential for the proper operation of the aforementioned Works;

all in accordance with the submitted application and supporting documents listed in Schedule A forming part of this Approval.

For the purpose of this environmental compliance approval, the following definitions apply:

- 1. "Approval" means this entire document and any schedules attached to it, and the application;
- 2. "Director" means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of the EPA;
- 3. "District Manager" means the District Manager of the appropriate local District Office of the Ministry, where the Works are geographically located;
- 4. "EPA" means the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended;
- 5. "Existing Works" means those portions of the Works included in the Approval that have been constructed previously;
- 6. "Ministry" means the ministry of the government of Ontario responsible for the EPA and OWRA and includes all officials, employees or other persons acting on its behalf;

- 7. "MNRF" means the Ministry of Natural Resources and Forestry of the government of Ontario and includes all officials, employees or other persons acting on its behalf;
- 8. "Owner" means Mansfield Ski Club Inc., and includes its successors and assignees;
- 9. "OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended;
- 10. "Proposed Works" means those portions of the Works included in the Approval that are under construction or to be constructed:
- 11. "Works" means the approved sewage works, and includes Proposed Works and Existing Works.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1. The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 2. Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, and the application for approval of the Works.
- 3. Where there is a conflict between a provision of any document in the schedule referred to in this Approval and the conditions of this Approval, the conditions in this Approval shall take precedence, and where there is a conflict between the documents in the schedule, the document bearing the most recent date shall prevail.
- 4. Where there is a conflict between the documents listed in Schedule A and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
- 5. The conditions of this Approval are severable. If any condition of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.
- 6. The issuance of, and compliance with the conditions of, this Approval does not:
 - a. relieve any person of any obligation to comply with any provision of any applicable statute,

regulation or other legal requirement, including, but not limited to, the obligation to obtain approval from the local conservation authority/MNRF necessary to construct or operate the sewage works; or

b. limit in any way the authority of the Ministry to require certain steps be taken to require the Owner to furnish any further information related to compliance with this Approval.

2. EXPIRY OF APPROVAL

- 1. This Approval will cease to apply to those parts of the Works which have not been constructed within **five (5) years** of the date of this Approval.
- 2. In the event that completion and commissioning of any portion of the Works is anticipated to be delayed beyond the specified expiry period, the Owner shall submit an application of extension to the expiry period, at least twelve (12) months prior to the end of the period. The application for extension shall include the reason(s) for the delay, whether there is any design change(s) and a review of whether the standards applicable at the time of Approval of the Works are still applicable at the time of request for extension, to ensure the ongoing protection of the environment.

3. CHANGE OF OWNER

- 1. The Owner shall notify the District Manager and the Director, in writing, of any of the following changes within **thirty (30) days** of the change occurring:
 - a. change of Owner;
 - b. change of address of the Owner;
 - c. change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the *Business Names Act*, R.S.O. 1990, c.B17 shall be included in the notification to the District Manager; or
 - d. change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the *Corporations Information Act*,
 R.S.O. 1990, c. C39 shall be included in the notification to the District Manager.
- 2. In the event of any change in ownership of the Works, other than a change to a successor municipality, the Owner shall notify in writing the succeeding owner of the existence of this Approval, and a copy of such notice shall be forwarded to the District Manager and the Director.
- 3. The Owner shall ensure that all communications made pursuant to this condition refer to the number at the top of this Approval.

4. OPERATION AND MAINTENANCE

- 1. If applicable, any proposed storm sewers or other stormwater conveyance in this Approval can be constructed but not operated until the proposed stormwater management facilities in this Approval or any other Approval that are designed to service the storm sewers or other stormwater conveyance are in operation.
- 2. The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and operations of the Works do not constitute a safety or health hazard to the general public.
- 3. The Owner shall undertake an inspection of the condition of the Works, at least once a year, and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the Works to prevent the excessive build-up of sediment, oil/grit, debris and/or decaying vegetation, to avoid reduction of the capacity and/or permeability of the Works, as applicable. The Owner shall also regularly inspect and clean out the inlet to and outlet from the Works to ensure that these are not obstructed.
- 4. The Owner shall construct, operate and maintain the Works with the objective that the effluent from the Works is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen, foam or discoloration on the receiving waters.
- 5. The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall keep the logbook at the Owner's administrative office for inspection by the Ministry. The logbook shall include the following:
 - a. the name of the Works; and
 - b. the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed and method of clean-out of the Works.
- 6. The Owner shall prepare an operations manual prior to the commencement of operation of the Works that includes, but is not necessarily limited to, the following information:
 - a. operating and maintenance procedures for routine operation of the Works;
 - b. inspection programs, including frequency of inspection, for the Works and the methods or tests employed to detect when maintenance is necessary;
 - c. repair and maintenance programs, including the frequency of repair and maintenance for the Works;
 - d. contingency plans and procedures for dealing with potential spills and any other abnormal

situations and for notifying the District Manager; and

- e. procedures for receiving, responding and recording public complaints, including recording any follow-up actions taken.
- 7. The Owner shall maintain the operations manual current and retain a copy at the Owner's administrative office for the operational life of the Works. Upon request, the Owner shall make the manual available to Ministry staff.

5. TEMPORARY EROSION AND SEDIMENT CONTROL

- 1. The Owner shall install and maintain temporary sediment and erosion control measures during construction and conduct inspections once every two (2) weeks and after each significant storm event (a significant storm event is defined as a minimum of 25 millimetres of rain in any 24 hours period). The inspections and maintenance of the temporary sediment and erosion control measures shall continue until they are no longer required and at which time they shall be removed and all disturbed areas reinstated properly.
- 2. The Owner shall maintain records of inspections and maintenance which shall be made available for inspection by the Ministry, upon request. The record shall include the name of the inspector, date of inspection, and the remedial measures, if any, undertaken to maintain the temporary sediment and erosion control measures.

6. REPORTING

- 1. One (1) week prior to the start-up of the operation of the Works, the Owner shall notify the District Manager (in writing) of the pending start-up date.
- 2. The Owner shall, upon request, make all reports, manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.
- 3. The Owner shall prepare a performance report within **ninety (90) days** following the end of the period being reported upon, and submit the report(s) to the District Manager when requested. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall be prepared to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:
 - a. a description of any operating problems encountered and corrective actions taken;
 - b. a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works, including an estimate of the quantity of any materials removed from the Works;
 - c. a summary of any complaints received during the reporting period and any steps taken to

address the complaints;

- d. a summary of all spill or abnormal discharge events; and
- e. any other information the District Manager requires from time to time.

7. RECORD KEEPING

1. The Owner shall retain for a minimum of **five (5) years** from the date of their creation, all records and information related to or resulting from the operation, maintenance and monitoring activities required by this Approval.

The reasons for the imposition of these terms and conditions are as follows:

- 1. Condition 1 is imposed to ensure that the Works are constructed and operated in the manner in which they were described and upon which approval was granted. This condition is also included to emphasize the precedence of conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. Condition 1.6 is included to emphasize that the issuance of this Approval does not diminish any other statutory and regulatory obligations to which the Owner is subject in the construction, maintenance and operation of the Works. The Condition specifically highlights the need to obtain any necessary conservation authority approvals. The Condition also emphasizes the fact that this Approval doesn't limit the authority of the Ministry to require further information.
- 2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
- 3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to the approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.
- 4. Condition 4 is included as regular inspection and necessary removal of sediment and excessive decaying vegetation from the Works are required to mitigate the impact of sediment, debris and/or decaying vegetation on the treatment capacity of the Works. The Condition also ensures that adequate storage is maintained in the Works at all times as required by the design. Furthermore, this Condition is included to ensure that the Works are operated and maintained to function as designed.
- 5. Condition 5 is included as installation, regular inspection and maintenance of the temporary sediment and erosion control measures is required to mitigate the impact on the downstream receiving watercourse during construction until they are no longer required.
- 6. Condition 6 is included to provide a performance record for future references, to ensure that

the Ministry is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this Approval, so that the Ministry can work with the Owner in resolving any problems in a timely manner.

7. Condition 7 is included to require that all records are retained for a sufficient time period to adequately evaluate the long-term operation and maintenance of the Works.

Schedule A

1. Application for Environmental Compliance Approval for Municipal and Private Sewage Works, dated February 9, 2021 and received on April 7, 2021, submitted by Mansfield Ski Club Inc., including the design brief, final plans, specifications and all supporting documentation and correspondence submitted in support of this application.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). 0065-5QEJDE issued on September 18, 2003.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- a. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- b. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

- 1. The name of the appellant;
- 2. The address of the appellant;
- 3. The environmental compliance approval number;
- 4. The date of the environmental compliance approval;
- 5. The name of the Director, and;
- 6. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

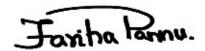
The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

AND

The Director appointed for the purposes of Part II.1 of the Environmental Protection Act Ministry of the Environment, Conservation and Parks 135 St. Clair Avenue West, 1st Floor Toronto, Ontario M4V 1P5 * Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or www.ert.gov.on.ca

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 30th day of July, 2021



Fariha Pannu, P.Eng.
Director
appointed for the purposes of Part II.1 of the
Environmental Protection Act

SW/

c: District Manager, MECP Guelph District Office Jeremy W. Lightheart, P. Eng., WMI & Associates Limited



Ministry of the Environment, Conservation and Parks
Ministère de l'Environnement, de la Protection de la nature et des Parcs

ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 5564-C4WR49 Issue Date: August 9, 2021

Mansfield Ski Club Inc.

628213 15 Sideroad Mansfield

Mulmur, Ontario

L9V 0T9

Site Location: Mansfield Ski Club Inc.

Lot East Part of Lot 16, Concession 6

628213 15 Sideroad

Township of Mulmur, County of Dufferin

You have applied under section 20.2 of Part II.1 of the <u>Environmental Protection Act</u>, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

establishment, usage and operation of new non-municipal sewage works with a daily sanitary sewage design flow of 135,050 litres per day, for the collection, transmission and treatment of sanitary sewage from the facilities as described below at the Mansfield Ski Club and disposal of effluent to the Pine River at a maximum discharge rate of 120,387 litres per day, located at the above Site Location, consisting of the following:

Details of Service Area:

• Type of Occupancy: Commercial/Seasonal Residential

• Type and Number of Units:

- Existing Main Chalet, Administration Building (652 m² existing ground floor & 158 m² existing second floor), GM Office and Ski House;
- Existing Patrol Hut and Chili Shack;
- Proposed Building A, including 630 m² ground floor & 252 m² mezzanine as offices and personal business space, and 10 accommodation units on the second and third floors;
- Expanded Administration Building (i.e. Building B), including 128 m² additional ground floor as offices and personal business space, and 15 accommodation units on the second and third floors: and
- Six (6) stacked townhouse blocks, including a total of 66 accommodation units.

PROPOSED WORKS

Proposed Contingency Balancing Tanks

• two (2) single compartment balancing tanks, connected by bottom drains, each having a capacity of approximately 50,000 litres, to be installed downstream of the Trash Tank and upstream of the Anaerobic Digester Tank #1 of the Waterloo Biofilter Sewage Treatment System as described below within the reserved area, as a contingency measure in accordance with Condition 3.3;

Proposed Waterloo Biofilter Sewage Treatment System

Trash Tank

• one (1) single compartment Trash Tank, having a capacity of approximately 68,000 litres, complete with inlet and outlet baffles, receiving raw sewage from the on-site facilities above via the sewage collection system, discharging by gravity into Anaerobic Digester Tank #1 as described below;

Anaerobic Digester Tanks #1, #2 and #3

• three (3) single compartment Anaerobic Digester Tanks, connected in series, each having a capacity of approximately 68,000 litres with the inlet equipped with an InnerTube; the outlets of Anaerobic Digester Tanks #1 and #2 are equipped with a baffle and the outlet of Anaerobic Digester Tank #3 is equipped with six (6) effluent filters, discharging by gravity into the Aeration Tank as described below;

Aeration Tank

• one (1) two-compartment Aeration Tank, having a capacity of approximately 68,000 litres, equipped with four (4) aerators (two in each compartment) and complete with inlet and outlet baffles, discharging by gravity into the Clarifier Tank as described below;

Clarifier Tank

• one (1) two-compartment Clarifier Tank, having a capacity of approximately 68,000 litres, with the inlet equipped with an InnerTube and the outlet equipped with six (6) effluent filters, equipped with a submersible return pump to the Trash Tank discharge line, discharging by gravity into Balance Tank #2 as described below;

Internal Balance Tanks #1 & #2

• two (2) single compartment balance tanks, connected by bottom drains, each having a capacity of approximately 76,000 litres, with Balance Tank #2 equipped with two (2) pairs of submersible pumps, with each pair discharging into two and half (2.5) Waterloo Biofilter

Bulk-Filled Tanks as described below;

Waterloo Biofilter Bulk-Filled Tanks

• five (5) single compartment Waterloo Biofilter Bulk-Filled Tanks, connected in series by bottom drains, each having a capacity of approximately 55,000 litres and housing 55 cubic metres of Biofilter medium, discharging by gravity into Waterloo Biofilter Basket Tank #2 as described below;

Waterloo Biofilter Basket Tanks

• two (2) single compartment Waterloo Biofilter Basket Tanks, connected in series by bottom drains, each having a capacity of approximately 55,000 litres and housing three (3) baskets with approximately 10 cubic metres of Biofilter medium per basket (60 cubic metres in total); Waterloo Biofilter Basket Tank #1 is equipped with three (3) submersible simplex pumps and two (2) submersible duplex pumps, with Simplex Pump #1 recirculating to the Trash Tank discharge line, Simplex Pump #2 dosing Waterloo Biofilter Basket Tanks #1 and #2 on a closed loop, Simplex Pump #3 dosing the sand filters described below on a closed loop, and Duplex Pumps #1 and #2 discharging to the UV disinfection units as described below;

Sand Filters

• three (3) sand filter polishing units located in an above ground control building, receiving pumped effluent from Waterloo Biofilter Basket Tanks #1 and discharging by gravity to Waterloo Biofilter Basket Tanks #2;

UV Disinfection & Effluent Flow Measurement

• five (5) UV disinfection units with one (1) flow meter located the above ground control building, receiving pumped effluent from Waterloo Biofilter Basket Tanks #1 and discharging by gravity to the effluent pump station as described below;

Supplementary Treatment Systems

- one (1) sodium aluminate (or approved equivalent) dosing system located in the above ground control building, metering sodium aluminate (or approved equivalent) into the trash tank and/or Anaerobic Digester Tank #2;
- one (1) sodium aluminate (or approved equivalent) dosing system located in the above ground control building, metering sodium aluminate (or approved equivalent) into Anaerobic Digester Tank #2 and/or the clarifier tank;
- one (1) alkalinity dosing system located in the above ground control building, metering alkalinity into the clarifier tank;

• one (1) bacteria dosing system located in the above ground control building, metering bacteria into Balance Tank #2;

Effluent Pump Station & Final Effluent Disposal

• one (1) effluent pump station located downstream of the UV disinfection units, equipped with on-demand submersible duplex pumps (one duty, one standby), each rated at 2.5 litres per second at a total dynamic head (TDH) of approximately 14.4 metres, discharging via an approximately 134 metre long 50 millimetre diameter forcemain west to the proposed outlet storm sewer system at MH1 located west of the existing Main Chalet;

including all other controls, electrical equipment, instrumentation, piping, valves and appurtenances essential for the proper operation of the aforementioned sewage works;

EXISTING WORKS (All to be Decommissioned and Removed)

- one (1) existing 18,000 litre surge tank located immediately east of the Northern Purification System as described below;
- one (1) existing Northern Purification System, Model GC-2, having a rated capacity of 22,700 litres per day, discharging to the filter beds as described below via pumps;
- two (2) existing filter beds located immediately east of the existing gravel driveway/easement that provides access to the existing chalets to the northeast of the Main Chalet;

all in accordance with the supporting documentation submitted to the Ministry as listed in the **Schedule A** of this Approval.

For the purpose of this environmental compliance approval, the following definitions apply:

- 1. "Approval" means this entire Environmental Compliance Approval and any Schedules attached to it;
- 2. "BOD5" (also known as TBOD5) means five day biochemical oxygen demand measured in an unfiltered sample and includes carbonaceous and nitrogenous oxygen demands;
- 3. "CBOD5" means five day carbonaceous (nitrification inhibited) biochemical oxygen demand measured in an unfiltered sample;
- 4. "Director" means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of the EPA;

- 5. "District Manager" means the District Manager of the Guelph District Office;
- 6. "E. coli" refers to coliform bacteria that possess the enzyme beta-glucuronidase and are capable of cleaving a fluorogenic or chromogenic substrate with the corresponding release of a fluorogen or chromogen, that produces fluorescence under long wavelength (366 nm) UV light, or color development, respectively. Enumeration methods include tube, membrane filter, or multi-well procedures. Depending on the method selected, incubation temperatures include 35.5 + 0.5 °C or 44.5 + 0.2 °C (to enumerate thermotolerant species). Depending on the procedure used, data are reported as either colony forming units (CFU) per 100 mL (for membrane filtration methods) or as most probable number (MPN) per 100 mL (for tube or multi-well methods);
- 7. "EPA" means the *Environmental Protection Act*, R.S.O. 1990, c.E.19;
- 8. "Existing Works" means those portions of the Works included in the Approval that have been constructed previously;
- 9. "Final Effluent" means effluent that is discharged to the environment through the approved effluent disposal facilities, that are required to meet the compliance limits stipulated in the Approval for the Works at the Final Effluent sampling point(s);
- 10. "Grab Sample" or "Grab" means an individual sample of at least 1000 millilitres collected in an appropriate container at a randomly selected time over a period of time not exceeding 15 minutes;
- 11. "Licensed Engineering Practitioner" means a person who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*, R.S.O. 1990, c. P.28;
- 12. "Ministry" means the ministry of the government of Ontario responsible for the EPA and OWRA and includes all officials, employees or other persons acting on its behalf;
- 13. "Monthly Average Effluent Concentration" is the mean of all Single Sample Results of the concentration of a contaminant in the Final Effluent sampled or measured during a calendar month;
- 14. "Monthly Average Daily Effluent Flow" means the cumulative total Final Effluent discharged during a calendar month divided by the number of days during which Final Effluent was discharged that month;
- 15. "Monthly Average Daily Effluent Loading" means the value obtained by multiplying the Monthly Average Effluent Concentration of a contaminant by the Monthly Average Daily Effluent Flow over the same calendar month;
- 16. "Monthly Geometric Mean Density" is the mean of all Single Sample Results of *E.coli* measurement in the samples taken during a calendar month, calculated and reported as per the methodology specified in Schedule E;

- 17. "Normal Operating Condition" means the condition when all unit process(es) in a treatment train is operating within its design capacity;
- 18. "Operating Authority" means the Owner, person or the entity that is authorized by the Owner for the management, operation, maintenance, or alteration of the Works in accordance with this Approval;
- 19. "Owner" means Mansfield Ski Club Inc., including any successors and assignees;
- 20. "OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O.40;
- 21. "Proposed Works" means those portions of the Works included in the Approval that are under construction or to be constructed:
- 22. "Single Sample Result" means the test result of a parameter in the effluent discharged on any day, as measured by a probe, analyzer or in a composite or grab sample, as required;
- 23. "Works" means the approved sewage works, and includes Proposed Works and Existing Works.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1. The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the terms and conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 2. The Owner shall design, construct, operate and maintain the Works in accordance with the conditions of this Approval.
- 3. Where there is a conflict between a provision of any document referred to in this Approval and the conditions of this Approval, the conditions in this Approval shall take precedence.

2. CHANGE OF OWNER AND OPERATING AUTHORITY

- 1. The Owner shall notify the District Manager and the Director, in writing, of any of the following changes within **thirty (30) days** of the change occurring:
 - a. change of address of Owner;

- b. change of Owner, including address of new owner;
- c. change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the *Business Names Act, R.S.O. 1990, c. B.17*, as amended, shall be included in the notification;
- d. change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the *Corporations Information Act*, *R.S.O. 1990, c. C.39*, as amended, shall be included in the notification.
- 2. The Owner shall notify the District Manager, in writing, of any of the following changes within **thirty (30) days** of the change occurring:
 - a. change of address of Operating Authority;
 - b. change of Operating Authority, including address of new Operating Authority.
- 3. In the event of any change in ownership of the Works, the Owner shall notify the succeeding owner in writing, of the existence of this Approval, and forward a copy of the notice to the District Manager.
- 4. The Owner shall ensure that all communications made pursuant to this condition refer to the environmental compliance approval number.

3. CONSTRUCTION OF PROPOSED WORKS

- 1. All Proposed Works in this Approval shall be constructed and installed and must commence operation within **five (5) years** of issuance of this Approval, after which time the Approval ceases to apply in respect of any portions of the Works not in operation. In the event that the construction, installation and/or operation of any portion of the Proposed Works is anticipated to be delayed beyond the time period stipulated, the Owner shall submit to the Director an application to amend the Approval to extend this time period, at least six (6) months prior to the end of the period. The amendment application shall include the reason(s) for the delay and whether there is any design change(s).
- 2. The Owner shall ensure that the treatment technologies are installed in accordance with the manufacturer's installation manual.
- 3. The Owner shall install the proposed contingency balance tanks as described in this Approval in accordance with the Contingency Plan included in **Schedule A**.
- 4. Upon completion of construction of the Proposed Works, the Owner shall prepare and submit a written statement to the District Manager, certified by a Licensed Engineering Practitioner, that the Proposed Works is constructed in accordance with this Approval.

- **5.** One (1) week prior to the commencement of the operation of the Proposed Works, the Owner shall notify the District Manager (in writing) of the pending start-up date.
- 6. Within **one (1) year** of completion of construction of the Proposed Works, a set of record drawings of the Works shall be prepared or updated. These drawings shall be kept up to date through revisions undertaken from time to time and a copy shall be readily accessible for reference at the Works.

4. DESIGN OBJECTIVES

- 1. The Owner shall design and undertake everything practicable to operate the Works in accordance with the following objectives:
 - a. Final Effluent parameters design objectives listed in the table(s) included in **Schedule B**.
 - b. Final Effluent is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film or sheen or foam or discolouration on the receiving waters.

5. COMPLIANCE LIMITS

- 1. The Owner shall operate and maintain the Works such that compliance limits for the Final Effluent parameters listed in the table(s) included in **Schedule** C are met.
- 2. The Owner shall operate and maintain the Works such that the Final Effluent is disinfected continuously year-round.
- 3. The Owner shall operate and maintain the Works such that the Final Effluent is non-acutely lethal to Rainbow Trout and Daphnia magna by ensuring that each Rainbow Trout acute lethality test and each Daphnia magna acute lethality test performed on any grab sample of the Final Effluent shall result in mortality of no more than 50% of the test organism in 100% effluent.
- 4. The Owner shall ensure that the flow of Final Effluent discharged into the Pine River does not exceed 120,387 litres per day.

6. OPERATION AND MAINTENANCE

- 1. The Owner shall ensure that, at all times, the Works and the related equipment and appurtenances used to achieve compliance with this Approval are properly operated and maintained. Proper operation and maintenance shall include effective performance, adequate staffing and training, including training in all procedures and other requirements of this Approval and the OWRA and relevant regulations made under the OWRA, process controls and alarms and the use of process chemicals and other substances used in the Works.
- 2. The Owner shall prepare/update the operations manual for the Works within six (6) months of

completion of construction of the Proposed Works, that includes, but not necessarily limited to, the following information:

- a. operating procedures for the Works under Normal Operating Conditions;
- b. inspection programs, including frequency of inspection, for the Works and the methods or tests employed to detect when maintenance is necessary;
- c. repair and maintenance programs, including the frequency of repair and maintenance for the Works;
- d. procedures for the inspection and calibration of monitoring equipment;
- e. operating procedures for the Works to handle situations outside Normal Operating Conditions and emergency situations such as a structural, mechanical or electrical failure, or an unforeseen flow condition;
- f. a spill prevention control and countermeasures plan, consisting of contingency plans and procedures for dealing with equipment breakdowns, potential spills and any other abnormal situations, including notification of the Spills Action Centre (SAC) and District Manager;
- g. procedures for receiving, responding and recording public complaints, including recording any followup actions taken.
- 3. The Owner shall maintain an up to date operations manual and make the manual readily accessible for reference at the Works for the operational life of the Works. Upon request, the Owner shall make the manual available to Ministry staff.
- 4. The Owner shall ensure that the Operating Authority fulfills the requirements under O. Reg. 129/04, as amended for the Works, including the classification of facilities, licensing of operators and operating standards.
- 5. The Owner shall, upon the construction, prepare and make available for inspection by Ministry staff, a maintenance agreement with the manufacturer for the treatment process/technology. The maintenance agreement must be retained at the site and kept current for the operational life of the Works.
- 6. The Owner shall ensure that the effluent filters in the anaerobic digester tanks and clarifier tank be cleaned out at the frequency recommended by the manufacturer.
- 7. The Owner shall ensure that the sewage sludge accumulated in the Waterloo Biofilter sewage treatment system be periodically withdrawn at the frequency required to maintain efficiency of the treatment system.
- 8. The Owner shall have a valid written agreement with a hauler who is in possession of a Waste

Management Systems Approval, for the treatment and disposal of the sludge generated from the Works, at all times during operation of the Works.

- 9. The Owner shall maintain a logbook to record the results of all inspections, repair and maintenance undertaken, calibrations, monitoring and spill response or contingency measures undertaken and shall make the logbook available for inspection by Ministry staff. The logbook shall include the following:
 - a. the name of the operator making the entry; and
 - b. the date and results of each inspection, repair, maintenance, calibration, monitoring, spill response and contingency measure.
- 10. The Owner shall retain for a minimum of **five (5) years** from the date of their creation, all records and information related to or resulting from the operation and maintenance activities required by this Approval.

7. MONITORING AND RECORDING

- 1. The Owner shall, upon commencement of operation of the Works, carry out a scheduled monitoring program of collecting samples at the required sampling points, at the frequency specified or higher, by means of the specified sample type and analyzed for each parameter listed in the tables under the monitoring program included in **Schedule D** and record all results, as follows:
 - a. all samples and measurements are to be taken at a time and in a location characteristic of the quality and quantity of the sewage stream over the time period being monitored.
 - b. definitions and preparation requirements for each sample type are included in document referenced in Paragraph 2.b.
 - c. definitions for frequency:
 - i. Weekly means once every week;
 - ii. Bi-weekly means once every two weeks;
 - iii. Quarterly means once every three months;
 - iv. Annually means once every year.
 - d. a schedule of the day of the week/month for the scheduled sampling shall be created. The sampling schedule shall be revised and updated every year through rotation of the day of the week/month for the scheduled sampling program, except when the actual scheduled

- monitoring frequency is three (3) or more times per week.
- e. The measurement frequencies specified in **Schedule D** in respect to any parameter may, after **three (3) years** of monitoring in accordance with this Condition, be modified by the Director in writing after consultation with the District Manager.
- 2. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following documents and all analysis shall be conducted by a laboratory accredited to the ISO/IEC:17025 standard or as directed by the District Manager:
 - a. the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended;
 - b. the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version 2.0" (January 2016), PIBS 2724e02, as amended;
 - c. the publication "Standard Methods for the Examination of Water and Wastewater", as amended:
 - d. the Environment Canada publications "Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to Rainbow Trout" (EPS 1/RM/13 Second Edition -December 2000) and "Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to *Daphnia magna*" (EPS 1/RM/14 Second Edition - December 2000), as amended, subject to the following:
 - i. the use of pH stabilization in the determination of acute lethality of final effluent to Rainbow Trout in accordance with the Environment Canada publication "Procedure for pH Stabilization during the Testing of Acute Lethality of Wastewater Effluent to Rainbow Trout (EPS 1/RM/50)" (2008), as amended, is permitted only if:
 - a. all the three criteria stipulated in the Environment Canada EPS 1/RM/50 are met; and
 - b. the final effluent is not discharged to a receiver in which the final effluent contributes more than 50% of the total flow in the receiving water, unless the District Manager, having reviewed additional information submitted regarding the final effluent and the receiving water approves on the use of RM50 on a site-specific basis.
 - e. for any parameters not mentioned in the documents referenced in Paragraphs 2.a, 2.b, 2.c and 2.d, the written approval of the District Manager shall be obtained prior to sampling.
- 3. The minimum monitoring frequency with respect to acute lethality to Rainbow Trout and Daphnia magna shall, after eight (8) consecutive quarters of monitoring results not indicating acute lethality, be reduced to annually. If any Final Effluent sample indicates acute lethality to Rainbow Trout or Daphnia magna, the monitoring frequency shall revert back to quarterly and

the Owner shall carry out the following immediately:

- a. Review the following:
 - i. Final Effluent quality and confirm that concentrations of ammonia are within the limits;
 - ii. plant operations around the time of the toxicity event; and
 - iii. all data available regarding plant operations and Final Effluent quality.
- b. If the observed effluent toxicity is not associated with ammonia, an investigation shall be undertaken to determine the cause or source of the toxicity.
- c. Upon determination of cause or source of acute lethality to Rainbow Trout and Daphnia magna, the Owner shall determine appropriate control measures to achieve non-acutely lethal effluent and time lines for the implementation of identified control measures. The Owner shall submit the proposed control measures and implementation time lines for approval to the District Manager.
- 4. The Owner shall monitor and record the flow rate and daily quantity using flow measuring devices or other methods of measurement as approved below calibrated to an accuracy within plus or minus 15 per cent (+/- 15%) of the actual flowrate of the Final Effluent discharged from the Waterloo Biofilter sewage treatment system by continuous flow measuring devices and instrumentations.
- 5. The Owner shall retain for a minimum of **five (5) years** from the date of their creation, all records and information related to or resulting from the monitoring activities required by this Approval.

8. REPORTING

- 1. The Owner shall report to the District Manager orally **as soon as possible** any non-compliance with the compliance limits, and in writing within **seven (7) days** of non-compliance.
- 2. In addition to the obligations under Part X of the EPA and O. Reg. 675/98 (Classification and Exemption of Spills and Reporting of Discharges), the Owner shall, within **fifteen (15) days** of the occurrence of any reportable spill as provided in Part X of the EPA and Ontario Regulation 675/98, submit a full written report of the occurrence to the District Manager describing the cause and discovery of the spill, clean-up and recovery measures taken, preventative measures to be taken and a schedule of implementation.
- 3. The Owner shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.
- 4. The Owner shall prepare and submit a performance report, on an annual basis, within **ninety (90)**

days following the end of each operational season to the District Manager. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

- a. a summary and interpretation of all influent monitoring data, and a review of the historical trend of the sewage characteristics;
- b. a summary and interpretation of all flow data and results achieved in not exceeding the maximum daily flow (120,387 litres per day) discharged to the Pine River;
- c. a summary and interpretation of all Final Effluent monitoring data, including concentrations, loading and flow rates and a comparison to the design objectives and compliance limits in this Approval, including an overview of the success and adequacy of the Works;
- d. a summary of any deviation from the monitoring schedule and reasons for the current reporting year and a schedule for the next reporting year;
- e. a summary of all operating issues encountered and corrective actions taken;
- f. a summary of all normal and emergency repairs and maintenance activities carried out on any major structure, equipment, apparatus or mechanism forming part of the Works;
- g. a summary of any effluent quality assurance or control measures undertaken;
- h. a summary of the calibration and maintenance carried out on all Final Effluent monitoring equipment to ensure that the accuracy is within the tolerance of that equipment as required in this Approval or recommended by the manufacturer;
- i. a summary of efforts made to achieve the design objectives in this Approval, including an assessment of the issues and recommendations for pro-active actions when any of the design objectives is not achieved more than 50% of the time in a year or there is an increasing trend in deterioration of Final Effluent quality;
- j. a tabulation of the volume of sludge generated, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed;
- k. a summary of any complaints received and any steps taken to address the complaints;
- 1. a summary of all situations outside Normal Operating Conditions and spills within the meaning of Part X of EPA and abnormal discharge events;
- m. any changes or updates to the schedule for the completion of construction and commissioning

operation of major process(es) / equipment groups in the Proposed Works;

n. any other information the District Manager requires from time to time.

9. DECOMMISSIONING OF UN-USED SEWAGE WORKS

- 1. The Owner shall properly abandon any portion of unused existing sewage Works, as directed below, and upon completion of decommissioning report in writing to the District Manager.
 - a. any sewage pipes leading from building structures to unused sewage Works components shall be disconnected and capped;
 - b. any unused septic tanks, holding tanks and pump chambers shall be completely emptied of its content by a licensed hauler and either be removed, crushed and backfilled, or be filled with granular material;
 - c. if the area of the existing leaching bed is going to be used for the purposes of construction of a replacement bed or other structure, all distribution pipes and surrounding material must be removed by a licensed hauler and disposed off site at an approved waste disposal site; otherwise the existing leaching bed may be abandoned in place after disconnecting, if there are no other plans to use the area for other purposes.

The reasons for the imposition of these terms and conditions are as follows:

- 1. Condition 1 regarding general provisions is imposed to ensure that the Works are constructed and operated in the manner in which they were described and upon which approval was granted.
- 2. Condition 2 regarding change of Owner and Operating Authority is included to ensure that the Ministry records are kept accurate and current with respect to ownership and Operating Authority of the Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.
- 3. Condition 3 regarding construction of Proposed Works is included to ensure that the Works are constructed in a timely manner so that standards applicable at the time of Approval of the Works are still applicable at the time of construction to ensure the ongoing protection of the environment, and that prior to the commencement of construction of the portion of the Works that are approved in principle only, the Director will have the opportunity to review detailed design drawings, specifications and an engineer's report containing detailed design calculations for that portion of the Works, to determine capability to comply with the Ministry's requirements stipulated in the terms and conditions of the Approval, and also ensure that the Works are constructed in accordance with the Approval and that record drawings of the Works "as constructed" are updated and maintained for future references.
- 4. Condition 4 regarding design objectives is imposed to establish non-enforceable design objectives to

be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs.

- 5. Condition 5 regarding compliance limits is imposed to ensure that the Final Effluent discharged from the Works to the environment meets the Ministry's effluent quality requirements.
- 6. Condition 6 regarding operation and maintenance is included to require that the Works be properly operated, maintained, funded, staffed and equipped such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented. As well, the inclusion of a comprehensive operations manual governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the Owner. Such a manual is an integral part of the operation of the Works. Its compilation and use should assist the Owner in staff training, in proper plant operation and in identifying and planning for contingencies during possible abnormal conditions. The manual will also act as a benchmark for Ministry staff when reviewing the Owner's operation of the Works.
- 7. Condition 7 regarding monitoring and recording is included to enable the Owner to evaluate and demonstrate the performance of the Works, on a continual basis, so that the Works are properly operated and maintained at a level which is consistent with the design objectives and compliance limits.
- 8. Condition 8 regarding reporting is included to provide a performance record for future references, to ensure that the Ministry is made aware of problems as they arise, and to provide a compliance record for this Approval.
- 9. Condition 9 regarding decommissioning of un-used sewage works is included to ensure that any components of un-used works are properly decommissioned.

Schedule A

- 1. Application for Environmental Compliance Approval for Municipal and Private Sewage Works, dated February 9, 2021 and received on April 7, 2021 with updated documentation received on April 13, 2021, submitted by WMI & Associates Limited on behalf of Mansfield Ski Club Inc., including the design brief, final plans, specifications and all supporting documentation and correspondence submitted in support of this application;
- 2. Technical memorandum Re. Mansfield Ski Club, Community of Mansfield, Township of Mulmur, ECA Reference No. 8664-BZVSYN, Contingency Plan, WMI File No. 15-319, dated August 5, 2021, prepared by Jeremy W. Lightheart, P.Eng. of WMI & Associates Limited.

Schedule B

Final Effluent Design Objectives

Final Effluent	Averaging Calculator	Objective
Parameter		
CBOD5	Monthly Average Effluent Concentration	10 mg/L
Total Suspended Solids	Monthly Average Effluent Concentration	10 mg/L
Total Phosphorus	Monthly Average Effluent Concentration	0.5 mg/L
Total Ammonia Nitrogen	Monthly Average Effluent Concentration	3 mg/L
Toxicity to Rainbow Trout	Single Sample Result	Non-acutely lethal
and Daphnia magna		
E. coli	Monthly Geometric Mean Density	100 CFU/100 mL*
рН	Single Sample Result	6.5 - 8.5 inclusive

^{*}If the MPN method is utilized for $E.\ coli$ analysis the objective shall be 100 MPN/100 mL.

Schedule C

Final Effluent Compliance Limits

Concentration Limits

Final Effluent Parameter	Averaging Calculator	Limit (maximum unless otherwise indicated)
CBOD5	Monthly Average Effluent Concentration	15 mg/L
Total Suspended Solids	Monthly Average Effluent Concentration	15 mg/L
Total Phosphorus	Monthly Average Effluent Concentration	1 mg/L
Total Ammonia Nitrogen	Monthly Average Effluent Concentration	5 mg/L
E. coli	Monthly Geometric Mean Density	200 CFU/100 mL*
Toxicity to Rainbow Trout	Single Sample Result	Non-acutely lethal
and Daphnia magna		(no more than 50% mortality)
рН	Single Sample Result	between 6.0 - 9.5 inclusive

^{*}If the MPN method is utilized for $E.\ coli$ analysis the limit shall be 200 MPN/100 mL

Loading Limits

Final Effluent Parameter	Averaging Calculator	Limit (maximum unless otherwise indicated)
CBOD5	Monthly Average Daily Effluent Loading	1.8 kg/d
Total Suspended Solids	Monthly Average Daily Effluent Loading	1.8 kg/d
Total Phosphorus	Monthly Average Daily Effluent Loading	0.12 kg/d
Total Ammonia Nitrogen	Monthly Average Daily Effluent Loading	0.6 kg/d

Maximum Final Effluent Discharge Rate

Period	Daily Effluent Flow
	(maximum unless otherwise indicated)
Year-round	120,387 L/day

Schedule D

Monitoring Program

Influent

- Influent sampling at the Trash Tank

Parameters	Sample Type	Minimum Frequency
BOD5	Grab	Bi-Weekly
Total Suspended Solids	Grab	Bi-Weekly
Total Phosphorus	Grab	Bi-Weekly
Total Kjeldahl Nitrogen	Grab	Bi-Weekly
Alkalinity	Grab	Bi-Weekly
Temperature	Grab	Bi-Weekly
pН	Grab	Bi-Weekly

Final Effluent

- Final Effluent sampling at the Above Ground Control Building / Effluent Pump Station

Parameters	Sample Type	Minimum Frequency
CBOD5	Grab	Weekly
Total Suspended Solids	Grab	Weekly
Total Phosphorus	Grab	Weekly
Total Ammonia Nitrogen	Grab	Weekly
E. coli	Grab	Weekly
Alkalinity	Grab	Weekly
pH*	Grab	Weekly
Temperature*	Grab	Weekly
Acute Lethality to Rainbow	Grab	Quarterly**
Trout and Daphnia magna		

^{*}pH and temperature of the Final Effluent shall be determined in the field at the time of sampling for Total Ammonia Nitrogen.

^{**}See Condition 7.3 for additional details.

Sludge/Biosolids

– Sludge sampling at the Clarifier Tank

Parameters	Sample Type	Minimum Frequency
Total Solids	Grab	Annually
Total Phosphorus	Grab	Annually
Total Ammonia Nitrogen	Grab	Annually
Nitrate as Nitrogen	Grab	Annually
Metal Scan	Grab	Annually
- Arsenic		
- Cadmium		
- Cobalt		
- Chromium		
- Copper		
- Lead		
- Mercury		
- Molybdenum		
- Nickel		
- Potassium		
- Selenium		
- Zinc		

Schedule E

Methodology for Calculating and Reporting Monthly Geometric Mean Density

Geometric mean is defined as the n^{-th} root of the product of n^{-th} numbers. In the context of calculating Monthly Geometric Mean Density for $E.\ coli$, the following formula shall be used:

$$\sqrt[n]{x_1x_2x_3\cdots x_n}$$

in which,

"n" is the number of samples collected during the calendar month; and

"x" is the value of each Single Sample Result.

For example, four weekly grab samples were collected and tested for *E. coli* during the calendar month. The *E. coli* densities in the Final Effluent were found below:

Sample Number	E. coli Densities* (CFU/100 mL)
1	10
2	100
3	300
4	50

The Geometric Mean Density for these data:

$$\sqrt[4]{10 \times 100 \times 300 \times 50} = 62$$

*If a particular result is zero (0), then a value of one (1) will be substituted into the calculation of the Monthly Geometric Mean Density. If the MPN method is utilized for E. coli analysis, values in the table shall be MPN/100 mL.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me, the Environmental Review Tribunal and in accordance with Section 47 of the Environmental Bill of Rights, 1993, the Minister of the Environment, Conservation and Parks, within 15 days after receipt of this Notice, require a hearing by the Tribunal. The Minister of the Environment, Conservation and Parks will place notice of your appeal on the Environmental Registry. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- a. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- b. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

- 1. The name of the appellant;
- 2. The address of the appellant;
- 3. The environmental compliance approval number;
- 4. The date of the environmental compliance approval;
- 5. The name of the Director, and;
- 6. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

<u>AND</u>

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

The Minister of the Environment, Conservation and Parks 777 Bay Street, 5th Floor Toronto, Ontario M7A 2J3 The Director appointed for the purposes of Part II.1 of the Environmental Protection Act Ministry of the Environment, Conservation and Parks 135 St. Clair Avenue West, 1st Floor Toronto, Ontario M4V 1P5

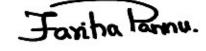
* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or www.ert.gov.on.ca

<u>AND</u>

This instrument is subject to Section 38 of the Environmental Bill of Rights, 1993, that allows residents of Ontario to seek leave to appeal the decision on this instrument. Residents of Ontario may seek leave to appeal within 15 days from the date this decision is placed on the Environmental Registry. By accessing the Environmental Registry at https://ero.ontario.ca/, you can determine when the leave to appeal period ends.

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 9th day of August, 2021



Fariha Pannu, P.Eng.
Director
appointed for the purposes of Part II.1 of the
Environmental Protection Act

SW/

c: District Manager, MECP Guelph District Office Jeremy Lightheart, P.Eng., WMI & Associates Limited 09 September 2019

Ms.Tracey Atkinson, BES MCIP RPP, C.A.O. Planner Township of Mulmur 758070 2nd Line East Mulmur, ON L9V 0G8

Dear Ms. Atkinson

RE: Application for Amendment to Zoning By-law and Site Plan Approval Mansfield Ski Club Proposed Expansion 628213 15th Sideroad Township of Mulmur Township File No. Z1-2016, SPA1-16 NVCA ID #29757

Nottawasaga Valley Conservation Authority [NVCA] staff is in receipt of a submission in support of applications to amend the Zoning By-law of the Township of Mulmur along with an application for Site Plan Approval for the Mansfield Ski Club.

NVCA staff has reviewed the information presented in the following documents:

- Hutchinson Environmental Services Ltd.'s 'Response to NVCA Comments on EIS' dated March 22, 2019
- Hutchinson Environmental Services Ltd.'s `Environmental Impact Study for Proposed Redevelopment of Mansfield Ski Club' dated March 22, 2019
- Morrison Environmental Limited's 'Hydrogeology and Test Drilling Report- Mansfield Ski Club' dated November 2018 and amended April 24, 2019
- WMI & Associates Limited's "Engineering Drawing Set" dated August 9, 2017
- WMI & Associates Limited's "Functional Site Servicing and Stormwater Management Report" dated June 2016 and updated August 9, 2017.
- WMI & Associates Limited's "Letter to Applicant Response to Engineering Comments" dated May 14, 2019.

After reviewing the above noted documents, NVCA staff offer the following comments:

ENGINEERING

1. We note that several comments related to engineering (stormwater management and geotechnical) from our previous correspondence dated August 25, 2016 and February 23rd, 2018 remain outstanding. It is the applicant's intention to address all outstanding items within the Site Plan approval process. Staff consider this approach reasonable and sufficient information has been provided to demonstrate that the proposed development can be supported by servicing (e.g. water, sewage disposal, stormwater).

09 September 2019

HYDROGEOLOGY

2. All outstanding comments have been addressed to our satisfaction.

ECOLOGY

- 3. NVCA staff agree with the assessment of 'ephemeral' drainage feature associated riparian wetland community on the property not meeting the criteria with the Grown Plan of the Greater Golden Horseshoe to be considered Key Hydrological Features. The EIS does recommend that that the features will be wholly offset (feature and function) by the creation of a naturalized SWM system. NVCA support this concept and request that planting and design specification be submitted in a formal report at detail design stage.
- 4. A large woodland area is located along the northwest corner of the property and may constitute a Significant Woodland feature, which is considered a Key Natural Heritage Feature as per Growth Plan criteria. Within the provincial Natural Heritage System, a Key Natural Heritage Feature requires a minimum vegetation protection zone of 30m. The EIS has not included an assessment of this woodland feature, or addressed conformity of proposed development activities (filling) adjacent to the woodland edge. NVCA staff recommend one of two options to address this concern:
 - a. An assessment of woodland significance be undertaken to determine if the feature constitutes Significant Woodland and, therefore, requires a 30m minimum vegetation zone.
 - b. The site plan be revised to incorporate a 30m setback between the edge (dripline) of the woodland feature and the limit of adjacent filling activities, along with installation of appropriate ESCs along this setback limit.
- 5. The EIS recommends revising the development concept to incorporate an alternative snow-making pond location, as depicted in Figure 4. Assuming this alternative location is reflected in the development design moving forward, NVCA staff have no further natural heritage concerns regarding the snow-making pond. The limits to wetland features in the vicinity of the snow-making pond should be surveyed, and 30m setbacks staked and delineated with ESCs, to ensure no encroachment into the features. Please provide in you next site plan submission.

CONCLUSION

Staff are satisfied that sufficient information has been provided to support the proposed zoning by-law amendment with the expectation that all outstanding comments will be addressed as part of the Site Plan approval process.

Application for Amendment to Zoning By-law and Site Plan Approval Mansfield Ski Club Proposed Expansion 628213 15th Sideroad Township of Mulmur Township File No. Z1-2016, SPA1-16 NVCA ID #29757

09 September 2019

Please feel free to contact the undersigned at ext. 233 or aknapp@nvca.on.ca should you require any further information or clarification with regards to any matters contained herein.

Sincerely,

Amy Knapp Planner II

Copy - Mr. Finley McEwen



THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. - 2021

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 PLAN 86 PT BLK B CON 6 E PT LOT 16, TOWNSHIP OF MULMUR, COUNTY OF DUFFERIN (MANSFIELD SKI CLUB).

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 the zoning for the Mansfield Ski Club lands includes a holding symbol "H" pursuant to Section 36 of the *Planning Act*;

AND WHEREAS an application to remove the holding provision as it relates to Phase 1 of the proposed development has been received;

AND WHEREAS Council has deemed that the application is a complete application and is satisfied that Notice of Intention to Lift the Holding Provision for Phase 1 has 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 lift the holding provision 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;

AND WHEREAS the applicant has obtained a Permit to Take Water (#2542-AZHML3)., Environmental Compliance Approval for wastewater (#5564-C4WR49), Environmental Compliance Approval for stormwater (#8394-C3DKVS) and site plan approval, including the registration of a site plan agreement for Phase 1 of the proposed development;

AND WHEREAS Council is satisfied that the conditions for lifting the holding provision for Phase 1 of the proposed development have been fulfilled;

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

1. Section 4.8.3.1, Recreational Exception One Holding – Mansfield Ski Club (RE-1-H) is amended by removing the Phase One uses from the Holding (H) provision, as follows:

Notwithstanding the provisions of 4.8.1, to the contrary, in additional to the uses permitted in the Recreational (RE) Zone, Phase One, consisting of 48 accommodation units and tourism commercial uses located in buildings existing as of the date of passage of this Bylaw shall be permitted in the Recreational Exception One Holding (RE-1-H) Zone.

The Phase 2 Accommodation Units, being 45 additional accommodation units and Phase 2 related Tourism Commercial land uses shall not be permitted until the Holding symbol has been removed. The Holding symbol shall remain in place on the lands until such time as the following requirements have been addressed to the Township's satisfaction:

- Permit to Take Water issued by the Ministry of Environment, Conservation and Parks, for Phase 2.
- To support Phase 2, additional wells shall be drilled, developed and tested.
- An Environment Compliance Approval from the Ministry of Energy, Conservation and Parks for the water source, for Phase 2, if applicable.
- An Environment Compliance Approval from the Ministry of Energy, Conservation and Parks for the treatment and discharge of wastewater, for Phase 2.
- A development permit from the Nottawasaga Valley Conservation Authority, if applicable, for Phase 2.
- A site development plan (or amendment to the Phase 1 site plan and agreement), for Phase 2, has been approved by Council and such site plan agreement(s) has been registered, and among the standard conditions and drawing requirements, must also include:
 - Location of all wells;
 - the provision of fire access routes to the satisfaction of the applicable fire Chief and the County of Dufferin Building Department; and
 - the provision of water supply to the satisfaction of the applicable fire Chief and the County of Dufferin Building Department.

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 3rd day of November, 2021.	
JANET HORNER, MAYOR	TRACEY ATKINSON, CLERK



STAFF REPORT

TO: COUNCIL

FROM: Heather Boston, Treasurer

DATE: October 6, 2021

SUBJECT: Staff Appreciation, Retirement and Long-Term Service Awards

PURPOSE

The purpose of this report is to update and amend the Townships Staff Appreciations, Retirement and Long-Term Services Awards Policy to be inline with Council's Strategic Plan.

BACKGROUND & DISCUSSION

This policy was passed on October 2, 2019, and since then the Township of Mulmur has implemented a new Strategic Plan. The new Strategic Plan goal is to "Celebrate success of residents including students, volunteers, Mulmur team members and business achievement."

Attached you will find the draft policy with the tracked changes. The policy was amended to recognize cumulative service, increase the dollar value of awards, supply a retirement certificate, and it outlines a clear retirement party practice.

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 IMPACT

There is minimal financial impact of increasing the long-term service awards from \$10/year to \$20/year of service and increasing the retirement award to \$30/year of services. Retirement parties cost approximately \$200-\$500.

RECOMMENDATION

THAT Council receive and approve the draft Staff Appreciation, Retirement and Long-Term Service Awards Policy as presented.

Respectfully submitted:

<u>Heather Boston</u>

Heather Boston, CPA, CA, CGA

Treasurer

3.8 <u>STAFF</u> APPERCIATION, RETIREMENT AND LONG<u>-</u> <u>TERM</u> SERVICE AWARDS

POLICY STATEMENT AND RATIONALE:

The Township of Mulmur is committed to recognizing the dedicated service of their employees.

POLICY, PROCEDURE AND IMPLEMENTATION:

a) In recognition of dedicated service to the citizens of the Township of Mulmur, all employees who have served the Township, on a continual basis, regardless of contract, full-time or part-time, with five (5) or more years of cumulativecontinual service, and thereafter in five (5) year increments, shall be presented with an award deemed appropriate by the Township. An award and a certificate shall also be presented to retiring employees. This policy shall not apply to seasonal contract employees.

PROCEDURE:

- 1. Administration will order the appropriate award for employees based on information received from the responsible Department Head for all departments.
- 2. Employees with five (5) years of service shall receive a certificate of recognition. The value of awards for the other service levels shall be based on \$420.00 per year of service for long service employees and \$230.00 per year for retiring employees.
- 3. Retirees will receive retirement parties as follows:
 - a. Less than 10 years of cumulative service and under will receive a Council sponsored cake.
 - b. 10 25 years of cumulative service will receive a Council sponsored luncheon. Staff,
 Council, and the retiree's spouse will be invited.
 - c. 25+ years of cumulative service will receive a Council sponsored dinner. Staff, Council, and the retirees' spouse and children will all be invited.
- 3.4. All expenses related to this policy will be borne by the Township of Mulmur.
- 4.5. All employees will be entitled to receive a Christmas Turkey or a gift of substantially the same value on behalf of Council, and at the discretion of the CAO.



STAFF REPORT

TO: COUNCIL

FROM: Heather Boston, Treasurer

MEETING DATE: October 6, 2021

SUBJECT: Council Conference & Courses Policy

PURPOSE:

The purpose of this report is to review the Council Conference & Courses Policy as directed by Council.

BACKGROUND & DISCUSSION:

At the November 6, 2019, Council meeting the current Council Conference Policy was approved to replace the previous policy from 2008. The purpose of the policy is to ensure that Council stays current with legislation, best practices while also networking with members of other municipalities. This will allow them to represent the ratepayers to the best of their abilities and make informed decisions.

STRATEGIC PLAN ALIGNMENT:

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

The policy allows for a \$2,000 maximum for all the costs related to conferences and/or training attended by each Council member.

RECOMMENDATION:

THAT the report, Council Conference & Course Policy, dated October 6, 2021, from the Treasurer be received.

Respectfully submitted,

<u>Heather Boston</u>

Heather Boston, CPA, CA, CGA Treasurer

TOWNSHIP OF MULMUR POLICY AND PROCEDURE MANUAL

CATEGORY: COUNCIL NUMBER:

SUBJECT: CONFERENCES AND COURSES PAGE: 1 of 2

APPROVED BY: COUNCIL DATE: Nov 2019

1. PREAMBLE:

The Corporation of the Township of Mulmur is committed to providing education and training for Council to ensure everyone is up to date with new legislation.

This policy is intended to clarify the Corporation of the Township of Mulmur's position on training expectations for Council.

2. EXPECTATIONS REGARDING TRAINING AND EDUCATION:

Council is invited to attend courses and conferences to be up to date with new rules and legislation, in order to represent the ratepayers to the best of their ability by making informed decisions. Every year an amount of \$2,000 will be budgeted for each member of Council and that member can decide how to spend this money on conferences and/or workshops. Mileage/parking/travel/meals/accommodations/per diems/registration associated with the conference and workshop will be expenses included in the yearly amount. If a membership is purchased that isn't normally purchased by the Township each year then the cost of the membership will also be included.

3. ELIGIBLE EXPENSES FOR COURSES AND CONFERENCES

3.1 Travel

- All travel expenses will be paid to and from the course or conference.
- Mileage will be paid at the approved rate of the Township at the time of travel.
- Car pooling is recommended when possible.
- Parking expenses while attending a course or conference will be reimbursed.

3.2 Accommodation

- If required accommodation will be reimbursed with receipt.

3.3 Meals

- Meals will be reimbursed with restaurant receipt.
- Meal rates are as follows: Breakfast \$20, Lunch \$30, Dinner \$50
- Alcoholic beverages and spousal meals are not included

3.4 Remuneration

- Council can charge Per Diems as set out by the current Remuneration By-Law.



STAFF REPORT

TO: COUNCIL

FROM: Heather Boston, Treasurer

MEETING DATE: October 6, 2021

SUBJECT: Cheque Signing Policy Update

PURPOSE:

The purpose of this report is to discuss changes in the *Municipal Act* regarding cheque signing policies and review proposed changes to the Township policy.

BACKGROUND & DISCUSSION:

The Township's original cheque signing policy was passed in 2009 and it was in accordance with Section 288 of the *Municipal Act* that stated that "every cheque issued by a municipality shall be signed by the Treasurer and the head of Council."

Our policy was as follows:

- i. That the Township of Mulmur appoint the Treasurer, Deputy Treasurer or CAO/Clerk to sign as one signatures on cheques.
- ii. That a signature stamp for the head of Council be used for all cheque amounts under \$10,000.
- iii. That the Mayor or Deputy Mayor sign all cheques in the amount of \$10,000 or higher with the exception of government agency cheques, which fall under the provisions of i. above.

Section 288 of the *Municipal Act* has since been repealed and replaced with Section 287 which states that, "A municipality may provide that the signatures on a cheque of the municipality be mechanically or electronically reproduced." There is no longer a requirement for the Treasurer and the head of Council to sign cheques.

Below is an outline of the changes made to the policy.

- i. The Township currently doesn't have a Deputy Treasurer and we have updated this information along with the wording to make it clear that the Mayor or Deputy Mayor along with the Treasurer or CAO may sign cheques.
- ii. There was a low threshold for a two-signature requirement on cheques. The original policy exempted government agency cheques from the requirement for



two signatures, but our bank cannot distinguish between government agency cheques and other cheques. Therefore, they cannot follow this policy as written.

Upon investigation some municipalities use electronic signatures for both signatures and some require one electronic and one original signature. We could remove the threshold all together or set a limit of \$50,000 for having two original signatures from any one of the Mayor, Deputy Mayor, Treasurer or CAO. Removing any threshold for using the electronic signature we are simplifying the cheque signing process and would allow us to get cheques out quicker. Even though it is simplifying the process to use the electronic signature, the Township would still maintain strong internal controls on all payables. The Township is adhering to all the auditor's recommendations for maintaining strong controls.

STRATEGIC PLAN ALIGNMENT:

- 1. Growing a Prosperous Mulmur: Responsibly managing the fiscal resources of Mulmur and providing opportunities for success
- 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 are no financial impacts on updating this policy to meet current sections of the *Municipal Act*.

RECOMMENDATION:

THAT Council approve the draft cheque signing policy as presented.

Respectfully submitted,

<u>Heather Boston</u>

Heather Boston, Treasurer



CHEQUE SIGNING POLICY

1. PREAMBLE

The *Municipal Act, 2001*, Section 287 states that "A municipality may provide that the signatures on a cheque of the municipality be mechanically or electronically reproduced."

2. POLICY STATEMENT

- The Mayor or Deputy Mayor, together with the Treasurer or CAO have authority to sign cheques drawn on any of the Corporation's bank accounts.
- ii. A signature stamp for the Mayor will be used for all cheques under \$50,000.
- iii. All cheques over \$50,000 shall be signed by the Mayor, Deputy Mayor, Treasurer or CAO.
- iv. That this policy comes into effect on October 6, 2021.



September 28, 2021

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

Dear Mayor Horner & Council:

Please find the 2022 Nottawasaga Valley Conservation Authority (NVCA) Draft Budget Booklet at https://www.nvca.on.ca/Shared%20Documents/NVCA%202022%20draft%20budget.pdf. This draft budget was received and approved for circulation and input for the 30 day review period, at the September 24, 2021 NVCA Board meeting. Please forward any comments to the undersigned by November 19, 2021.

The NVCA is also pleased to include the budget companion, the 2022 Program Overview provides simple, understandable information about how our budget is allocated, what our goals and objectives are both for the current year and future year, along what has been achieved by our team. It can be found at https://www.nvca.on.ca/Shared%20Documents/2022%20Program%20Overview.pdf

The NVCA worked very diligently to address the impacts of COVID-19 combined with the uncontrollable costs of items such as insurance, without adversely impacting our member municipalities. Mulmur Township's proposed 2022 levy contribution is \$43,062.81 an increase of \$1,068.93 over 2021. The capital asset levy will be \$2,238.15. This represents a total of \$45,300.96 contribution for 2022.

Please contact Kerry Jenkins at 705-424-1479 ext. 272 or kjenkins@nvca.on.ca if your council would like to schedule a deputation or a meeting with staff to discuss this draft budget. We believe the 2022 draft budget represents a wise investment for the long-term health of our environment and our local economy.

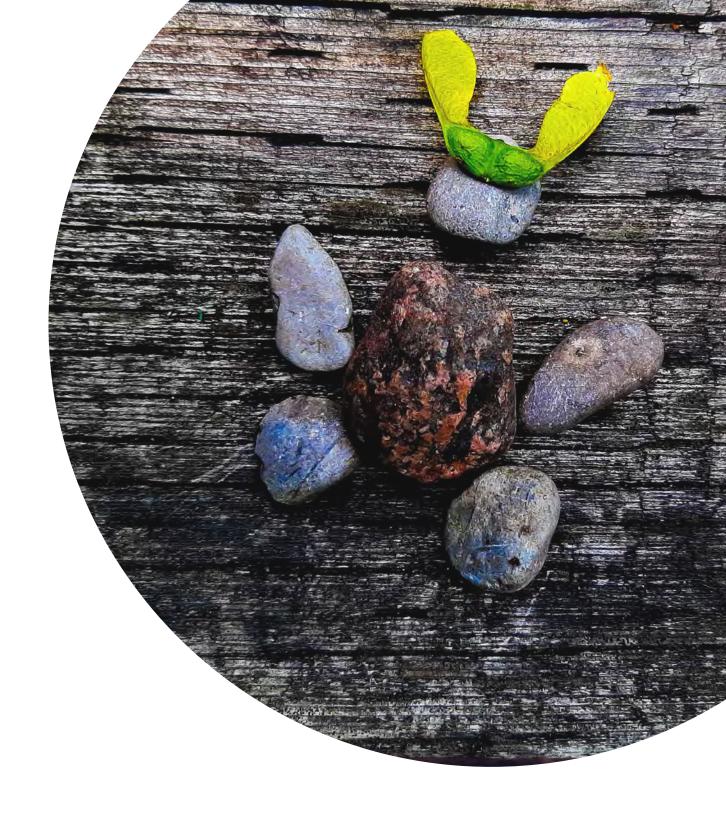
Yours truly,

Doug Hevenor

Chief Administration Officer

Copies: NVCA Board Member, Councillor Shirley Boxem

Heather Boston, CPA, CA, CGA, Treasurer Finance



NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

2022 DRAFT BUDGET

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OUR VISION

A sustainable watershed that is resilient

growth and other stressors and provides for safe, healthy and prosperous people and communities.

OUR MISSION

Working together to deliver innovative, integrated watershed management that is responsive to the environmental, economic and social sustainability of the Nottawasaga Valley watershed.



EMBRACING CHANGE

In 2021, the Nottawasaga Valley Conservation Authority worked closely with our municipal and funding partners to comply, adapt and respond to the COVID-19 pandemic and other relevant changes to operations.

ation

Authorities Act, the Planning Act and relevant regulations. The 2022 budget is organized the same way as last year's

year 2023.

The 2022 Program Overview, the companion to this

costs and revenues. Our Asset Management Strategy will continue to invest in aging infrastructure across NVCA's Conservation Areas and public spaces to provide safe, accessible, and functional facilities to the public. This directly aligns with conservation authority initiatives and our partner municipality priorities.

In 2022, we look forward to continue to protect, conserve, and restore natural resources and develop resilient communities through education, the application of science, community engagement, service excellence and collaboration with our partners.

OUR WATERSHED

The Nottawasaga Valley Watershed is approximately 3,700 km2, with jurisdiction in 18 municipalities in in the counties . The watershed is the source

of w y at Wasaga

Beach, Collingwood and Severn Sound.

NVCA's Board of Directors is comprised of one representative appointed from each of our member municipalities.

Board members have a very important role and responsibility to represent the interests of their municipalities, consider the interests and needs of the conservation authority e reporting

Budget Process

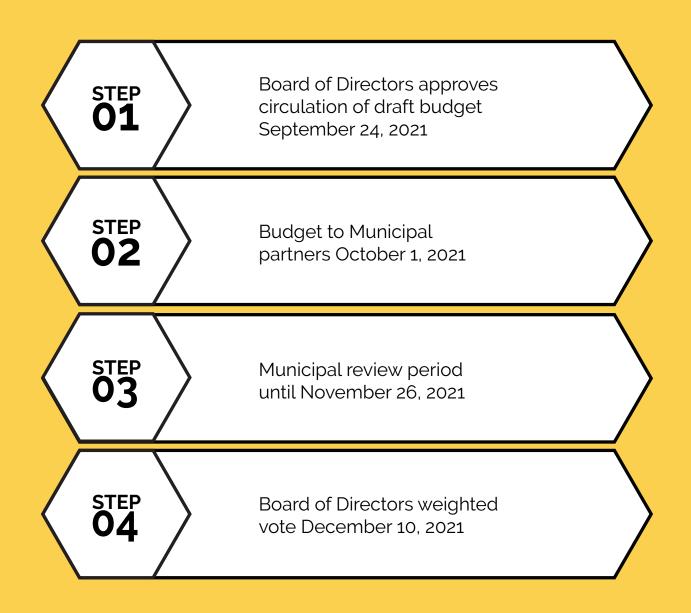
In September 2021, Board members approved

budget for consideration based on a \$90,000 increase to general levy.

ve developed a draft budget based on a \$89,768 increase. The draft budget is reviewed at the September 24, 2021 Board of Directors meeting and subsequently circulated to NVCA watershed municipalities for comments of which a minimum of 30 days is given as per the *Conservation Authorities Act*. The Board of Directors will vote on the budget at the December Board meeting.

Budget Vote

The Board of Directors will vote on the budget and levy using a weighted vote. The weighting formula is based on the Current Value Assessment (CVA) levy apportionment found on the next page.



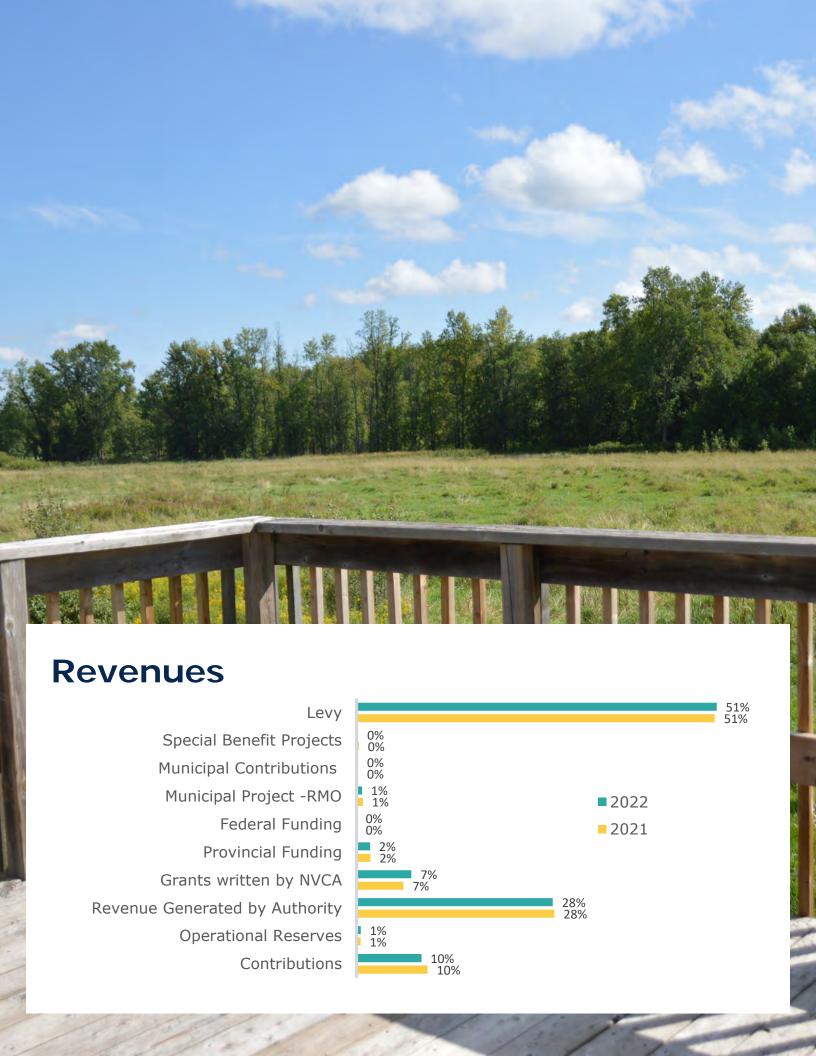
2022 Draft Budget

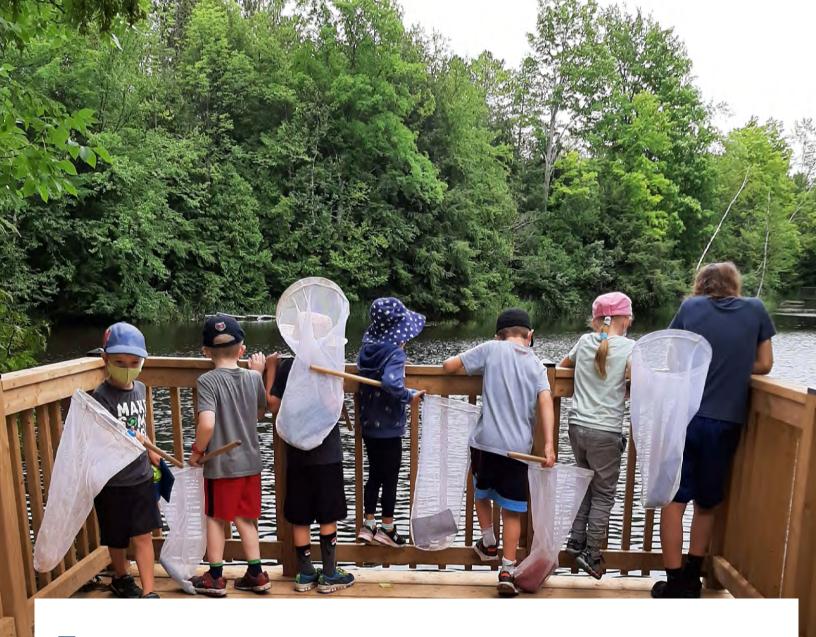
The 2022 operational budget is organiz costs. Operating programs have been maintained at the previous years' service levels.

A \$89,768 increase in municipal levy, is needed to support the operating expenditures. The operating levy is shared by NVCA member municipalities based on the CVA apportionment percentages provided by the Ministry of Natural Resources and Forestry.

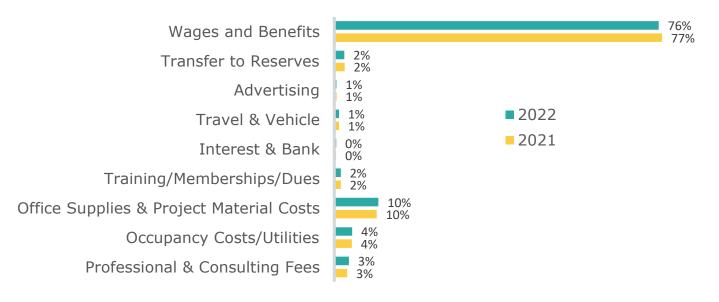
Summary of Municipal Levy Contribution

Municipality	2021 CVA Apportionment Percentage	2022 CVA Apportionment Percentage	2021 Operating Levy	2022 Draft Operating Levy	\$ Increase
			\$2,564,825.14	\$2,654,593.30	\$89,768.15
Township of Adjala-Tosorontio	4.13%	4.06%	\$105,929.84	\$107,856.13	\$1,926.28
Township of Amaranth	0.22%	0.22%	\$5,611.84	\$5,787.01	\$175.18
City of Barrie	15.25%	15.06%	\$391,240.99	\$399,869.35	\$8,628.36
Town of The Blue Mountains	1.38%	1.41%	\$35,445.88	\$37,445.69	\$1,999.81
Town of Bradford West Gwillimbury	4.26%	4.27%	\$109,284.63	\$113,295.39	\$4,010.75
Clearview Township	4.89%	4.88%	\$125,440.47	\$129,557.43	\$4,116.96
Town of Collingwood	9.99%	10.20%	\$256,313.24	\$270,695.25	\$14,382.01
Township of Essa	7.02%	6.94%	\$179,955.83	\$184,082.77	\$4,126.95
Municipality of Grey Highlands	0.34%	0.34%	\$8,707.58	\$8,991.11	\$283.53
Town of Inn	7.15%	7.29%	\$183,474.77	\$193,514.54	\$10,039.78
Township of Melancthon	0.47%	0.47%	\$12,129.06	\$12,569.50	\$440.44
Town of Mono	3.74%	3.71%	\$95,850.08	\$98,408.43	\$2,558.35
Mulmur Township	1.64%	1.62%	\$41,993.88	\$43,062.81	\$1,068.93
Town of New Tecumseth	13.66%	13.60%	\$350,370.50	\$360,921.16	\$10,550.66
Township of Oro-Medonte	7.43%	7.39%	\$190,499.82	\$196,118.70	\$5,618.88
Town of Shelburne	2.00%	2.02%	\$51,250.34	\$53,617.48	\$2,367.14
Township of Springwater	7.48%	7.49%	\$191,877.13	\$198,749.40	\$6,872.27
Town of Wasaga Beach	8.95%	9.04%	\$229,451.82	\$240,049.56	\$10,597.74





Expenses



Asset Management

The capital asset levy, which funds the asset management plan (AMP), is shared by the municipal partners based on their apportionment percentage.

The AMP is based on the annual approval of the asset management plan by the Board of Directors. The AMP for 2022 was approved by the Board of Directors at the August 2021 Board meeting.

Below are the contributions for 2022 based on the approved Asset Management Plan:



Municipality	2022 CVA Apportionment %	2021 Capital Levy Contribution	2022 Capital Levy
Township of Adjala-Tosorontio	4.06%	\$5,802.89	\$5,605.56
Township of Amaranth	0.22%	\$307.42	\$300.76
City of Barrie	15.06%	\$21,432.38	\$20,782.26
Town of The Blue Mountains	1.41%	\$1,941.74	\$1,946.18
Town of Bradford West Gwillimbury	4.27%	\$5,986.67	\$5,888.28
Clearview Township	4.88%	\$6,871.69	\$6,733.48
Town of Collingwood	10.20%	\$14,040.97	\$14,068.68
Township of Essa	6.93%	\$9,858.07	\$9,567.28
Municipality of Grey Highlands	0.34%	\$477.01	\$467.34
Т	7.29%	\$10,050.84	\$10,057.54
Melancthon Township	0.47%	\$664.44	\$653.30
Town of Mono	3.71%	\$5,250.72	\$5,114.55
Mulmur Township	1.62%	\$2,300.45	\$2,238.15
Town of New Tecumseth	13.60%	\$19,193.47	\$18,758.01
Township of Oro-Medonte	7.39%	\$10,435.68	\$10,192.81
Town of Shelburne	2.02%	\$2,807.52	\$2,786.66
Township of Springwater	7.49%	\$10,511.13	\$10,329.52
Town of Wasaga Beach	9.04%	\$12,569.49	\$12,476.04
		143000	THE RESIDENCE OF THE PARTY OF T

Reserves

These amounts will be put into reserves to pay for the repair maintenance

Some of the 2022 expenditures as per the AMP:

- 1. Dam Safety review for the Utopia Dam as well as repairs at New Lowell and Pretty River Dam/Dyke
- P
 extend life as well as replacement of some end of life equipment including a tractor
- 3. Computers and server upgrades and network hardware

Funding for Asset Management Plan

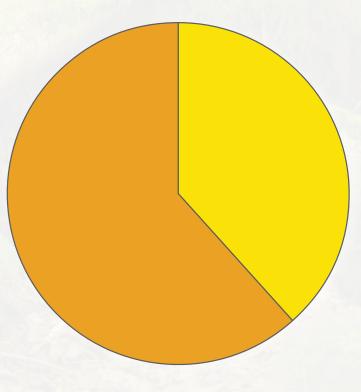
2022 Total Cost: \$224,125

Capital Reserves:

\$86,158.60 38%

Asset Levy: \$137,966.40

62%



Nottawasaga Valley Conservation Authority Proposed 2022 Budget

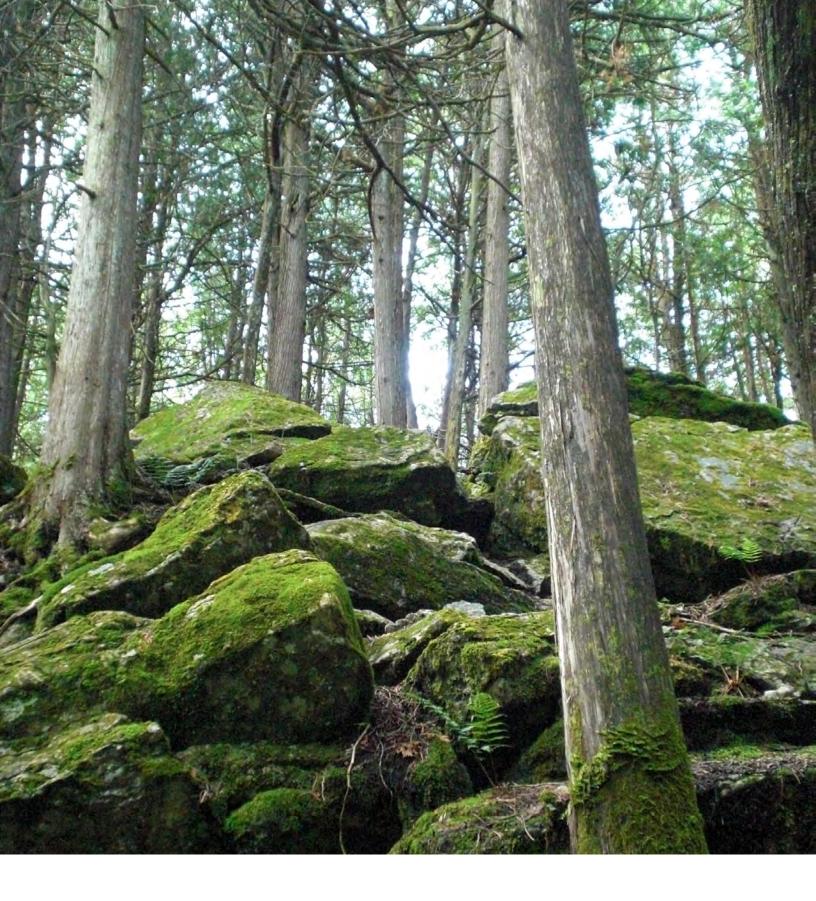
Consolidated

REVENUE: Municipal Levy 2,564,825.15 2,654,593.30 89,768.15 Special Benefit Projects 16,000.00 11,000.00 (5,000.00 Oro-Medonte MOU (38,478.73) (39,825.49) (1,346.76) Municipal Contributions 10,000.00 10,000.00 6,000.00 Municipal Project - RMO 45,000.00 39,000.00 (6,000.00) MNR Transfer Payment-Flood 97,307.00 97,307.00 77,421.39 MNR Transfer Payment-Flood 97,307.00 272,500.00 57,000.00 Other Provincial Sources 215,500.00 272,500.00 57,000.00 Federal Sources 114,510.00 125,100.00 10,590.00 Total Government Grants 427,317.00 494,907.00 67,590.00 Contributions 501,040.00 470,940.00 (30,100.00) User Fees Reforestation 46,000.00 71,000.00 25,000.00 Reforestation Lands 21,600.00 29,600.00 8,000.00 Planning 989,600.00 978,000.00 (11,600.00)
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Other Provincial Sources 215,500.00 272,500.00 57,000.00 Federal Sources 114,510.00 125,100.00 10,590.00 Total Government Grants 427,317.00 494,907.00 67,590.00 Contributions 501,040.00 470,940.00 (30,100.00) User Fees Reforestation 46,000.00 71,000.00 25,000.00 Healthy Waters - 20,000.00 20,000.00 Conservation Lands 21,600.00 29,600.00 8,000.00 Planning 989,600.00 978,000.00 (11,600.00) Environmental Education 148,950.00 1,000.00 (12,000.00) Environmental Education 148,950.00 148,950.00 2,200.00 Conservation Land Leases 33,590.00 31,440.00 (2,150.00) Investment Income 25,000.00 25,000.00 - Total Contributions and User Fees 1,896,080.00 1,895,430.00 (650.00) Operational Reserves 28,678.73 30,025.49 1,346.76 TOTAL REVENUE 4,949,422.15 5,095,130.
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Memberships/Professional Dues 47,350.00 47,350.00 - Educations and Training 29,500.00 29,500.00 -
Materials & Supplies - General 358,120.00 359,000.00 880.00
Materials & Supplies - Cost of Trees 90,000.00 124,000.00 34,000.00
Vehicles & Large Equipment Costs 42,450.00 42,450.00 -
Office Expenses 16,000.00 16,000.00 -
Equipment Costs 9,000.00 9,000.00 -
Transportation Costs 13,000.00 -
Legal 22,000.00 -
Consultants 109,500.00 132,500.00 23,000.00
Insurance 92,700.00 117,350.00 24,650.00
Taxes 23,890.00 21,460.00 (2,430.00)
Heat and Hydro 32,000.00 32,000.00 -

Nottawasaga Valley Conservation Authority Proposed 2022 Budget

Consolidated

	BUDGET	BUDGET	\$
	2021	2022	CHANGE
Telephones and Internet Access	23,000.00	23,000.00	-
Audit Fees	18,000.00	20,000.00	2,000.00
Interest and Bank Charges	21,200.00	22,500.00	1,300.00
Maintenance Expense	31,700.00	32,300.00	600.00
Uniform Expense	6,500.00	6,500.00	-
Leases	14,000.00	14,000.00	-
Advertisement and Communications	26,520.00	26,520.00	-
Bad Debt Expense	500.00	500.00	-
Transfer to Reserves	120,000.00	120,000.00	-
	1,157,530.00	1,241,530.00	84,000.00
TOTAL EXPENSES	4,949,422.14	5,095,130.30	145,708.16
SURPLUS (DEFICIT)	(0.00)	-	0.00





Nottawasaga Valley Conservation Authority 8195 8th Line, Utopia ON LOM 1T0 T: 705-424-1479 • F: 705-424-2115













TO: Council

FROM: Roseann Knechtel, Deputy Clerk

MEETING DATE: October 6, 2021

SUBJECT: Intelivote Agreement

PURPOSE:

The purpose of this report is to seek Council approve to enter into an agreement with Intelivote Systems Inc. for their services associated with the 2022 municipal election.

BACKGROUND:

In December 2020, Council passed By-law 48-202 to authorize the use of alternative voting methods for the 2022 Municipal Election.

ANALYSIS:

The Township of Mulmur has successfully used Intelivote for the last two elections. On April 8, 2021 Mulmur received a quote of \$9,466 plus HST from Intelivote for the 2022 municipal election.

The quote provided complies with Council's Procurement Bylaw #10-2021 as a Small Order Purchase which can be made by a Department Head.

STRATEGIC PLAN ALIGNMENT:

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

FINANCIAL IMPACTS:

All costs associated with the 2022 municipal election are included within Council's annual budgets.

RECOMMENDATION:

THAT Council authorize staff to enter into an agreement with Intelivote Systems Inc. for the 2022 municipal election.

Respectfully submitted,

Roseann Knechtel

Roseann Knechtel, Deputy Clerk



TO: Council

FROM: Heather Boston, Treasurer

DATE: October 6, 2021

SUBJECT: NDCC Auditor Identified Risks and Joint Recreation Agreement

PURPOSE

The purpose of this report is to let Council know what changes were made to the NDCC Board of Management agreement to deal with the financial and operational risks as outlined in the KPMG LLP June 1, 2021, management letter.

BACKGROUND & DISCUSSION

At the June 2nd Township of Mulmur Council meeting KPMG presented the year-end financial statements and management letter. The management letter noted the Township's exposure to financial and operational risk via the NDCC Board of Management current governance structure.

The risks identified in the management letter were as follows:

- employees operating the NDCC do no have a direct reporting to either municipality and decisions made by the employees and/or the NDCC Board of Management may inadvertently expose the Township to liabilities and costs
- there is no robust accounting or supervision for inventories of supplies such as fuel oil, propane gasoline, concession, etc.

There are a few amendments the participating Townships could make to the current agreement to mitigate their risks. I have noted the changes below and identified the section number of the agreement that they relate to.

- 9. The Board should follow one of the Township's policies and procedures rather than making their own.
- 17. The Township of Mulmur to resume responsibility for the staff (Human Resources) of the arena. This would not eliminate the arena manager from attending all meetings of the Board as a staff representative to ensure all issues are dealt with.
- 18. The Board would be responsible for the development of standard operating procedures and policies for the facility operations and programs to be approved by each Township
- 19. The Board will continue to recommend changes to the user fees.
- 23. Capital improvements not approved in the budget will have to be approved by both Townships.
- 24. The Township of Mulmur would have the authority to spend additional funds on the NDCC facility provided Mulmur pays at 100% of the costs. This will allow the Township to mitigate any financial or operational risks as outlined in the management letter.
- 26. All cheques will be signed per the Township of Mulmur's policies as noted in section 9 above. This is the procedure that is being followed and the agreement needs to be updated to reflect this.

26. Additional audits would not be required by the Board but rather the Townships or by a third party such as the CRA.

By implementing these changes, the Townships can mitigate their operational and financial risks in a timely manner.

STRATEGIC PLAN ALIGNMENT

- 1. Growing a Prosperous Mulmur
- 2. Growing a Connected Mulmur
- 3. Growing a Supportive Mulmur
- 4. Growing a Sustainable Mulmur

FINANCIAL IMPACT

There is no financial impact on making these changes.

RECOMMENDATION

THAT the report, NDCC Auditor Identified Risks, dated October 6, 2020, from the Treasurer be received;

AND THAT council approve the draft amended agreement as presented.

Respectfully submitted:

<u>Heather Boston</u>

Heather Boston, CPA, CA, CGA, BComm Treasurer

AGREEMENT AS OF

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR, hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON, hereinafter referred to as "Melancthon"

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

- 1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.
- 2. Mulmur Township shall continue to be the sole owner of the NDCC.
- 3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act*, 2001, SO 2001, c 25, and any applicable regulations, as amended from time to time.
- 4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act*, 2001. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act*, 2001, and those given by this Agreement.
- 5. 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).
- 6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.
- 7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.
- 8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties
- 9. The Board shall operate under the <u>Township of Mulmur's policies and procedures</u> Procedural By law of Mulmur.
- 10. Insurance shall be provided through Mulmur's insurance provider, and the cost will be billed to the Board.
- 11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.

- 12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.
- 13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the followings year's budget over and above a \$40,000 operating reserve maintained for cash flow purposes.
- 14. Each Township shall contribute \$20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.
- 15. Commencing 2018, levies shall be paid on February 1st, May 1st, August 1st and October 1st of each year.
- 16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.
- 17. The Board shall develop other organization structure and procedural rules as may be thought desirable.
- 17. The <u>Township of Mulmur Board</u> shall have responsibility and authority, <u>including</u> employment contracts, for staff forth both the facilities and the programs.over the human resources and staffing.
- Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required, rules and fee schedules to be approved by each Township.
- 18.19. The Board <u>mayshall</u> develop policies, rules, and <u>recommend annual user</u> fee <u>chargesschedules</u> to be approved by each Township.
- 19.20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.
- 20.21. The Budget shall be submitted annually to each Township for approval no later than October 31st. The parties shall have the right to amend the Budget by mutual agreement prior to approval.
- 21.22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.
- 22.23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.
- 24. Regardless of the source and extent of funding, the Board must <u>recommend to each</u>

 <u>Township, for approval,e anyall development and capital improvements not already approved in the budget.</u>
- 23.25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.

24.26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:

Mulmur 50% Melancthon 50%

- 25.27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.
 - a. The Board shall maintain its own separate bank account.
 - b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).
 - c. All cheques shall be signed by the Chair or designate and the Treasurer or designate of the Board.
 - d.c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required by the Board.
 - e.d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
- 26.28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31st of December of the next calendar year.
- 27.29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.
- 28.30. This Agreement is personal to the parties and may not be assigned.
- 29.31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
- 30.32. All previous agreements signed are hereby null and void.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

n the presence of:	THE CORPORATION OF THE TOWNSHIP OF MULMUR
	MAYOR
	CLERK
	THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
	MAYOR



STAFF REPORT

TO: Council

FROM: Roseann Knechtel, Deputy Clerk

MEETING DATE: October 6, 2021

SUBJECT: Fireworks Regulations

PURPOSE:

The purpose of this report is to advise Council of bylaws and practices regulating the use of fireworks in surrounding municipalities.

BACKGROUND:

Mulmur Township does not currently have a bylaw regulating the use of fireworks. Noise By-law 28-2020 prohibits any sound which is likely to cause a nuisance or to disturb other persons and exempts the sound arising from fireworks on Victoria Day and Canada Day.

At the August 4, 2021 meeting, Council requested staff research bylaws and practices regulating the use of fireworks.

ANALYSIS:

Regulations of neighbouring municipalities are listed below:

Town of Grand Valley – does not regulate fireworks.

Town of Mono – regulates fireworks on municipal lands.

Township of Melancthon – allowed at all times of the year, exempt from the noise by-law.

Township of Amaranth – does not regulate fireworks.

Township of East Garafraxa – does not regulate fireworks.

Town of Shelburne - allowed on Victoria Day, Canada Day and Diwali (1 day preceding/following).

Town of Orangeville – allowed on Victoria Day and Canada Day (1 day preceding/following), requires permit from Fire Chief for exhibition fireworks.

Town of Caledon – allowed on Victoria Day and Canada Day (1 day following), requires permit from Fire Chief for exhibition fireworks.

Township of Clearview – allowed on Victoria Day and Canada Day (7 days preceding and 1 day following), requires permit from Fire Chief for exhibition fireworks.

Town of New Tecumseth - allowed on Victoria Day and Canada Day (5 days preceding/following), requires permit for exhibition fireworks.

Township of Essa - allowed on Victoria Day and Canada Day (1 day preceding/following), requires permit from Fire Chief for exhibition fireworks

Staff have confirmed with the OPP that police respond to fireworks complaints when received.

At this time, staff are reviewing the current bylaws to ensure that enforceability is feasible and within the Township's ability. It is important that staff have the necessary tools and powers to enforce Council's bylaws and address resident concerns in a timely manner.

Municipal By-law Enforcement Officers cannot enforce bylaws where a violation cannot be determined based on unconfirmed reports. Concrete proof of infractions is therefore required to initiate the bylaw enforcement process.

Staff therefore recommend that Council do not move forward with regulating fireworks use, as they are primarily set during non-business hours, at dusk and on weekends and holidays, making enforcement nearly impossible from a staffing level.

STRATEGIC PLAN ALIGNMENT:

2. Growing a Connected Mulmur: Communication with and social connectivity within the Mulmur community.

FINANCIAL IMPACTS:

None.

RECOMMENDATION:

THAT Council receive the report titled Fireworks Regulations;

AND THAT Council encourage residents to call the OPP non-emergency line to report disturbance caused by fireworks.

AND FURTHER THAT Council direct staff to draft an amendment to the Noise By-law #28-2020 to exempt fireworks.

Respectfully submitted,

<u>Roseann Knechtel</u>

Roseann Knechtel, Deputy Clerk



STAFF REPORT

TO: Council

FROM: Roseann Knechtel, Deputy Clerk/Planning Coordinator

MEETING DATE: October 6, 2021

SUBJECT: Shelburne District Fire Board

PURPOSE:

The purpose of this report is to provide Council with information regarding the activities of the Shelburne District Fire Board and the possible impact on Mulmur Township.

BACKGROUND:

The Town of Shelburne has contracted Optimus SBR Inc. to complete a Service Delivery Review specific to indoor recreation and fire services and the dissolution of the boards of management. (Schedule A)

Tracey Atkinson, CAO/Clerk/Planner and Mayor Janet Horner met with representatives of the Town of Shelburne on August 24, 2021 where a synopsis of the preliminary plans to dissolve the Shelburne & District Fire Board was presented.

At a special Council Meeting on September 15, 2021 the Council of the Township of Melancthon requested an open meeting with the Council's of Mulmur, Amaranth and Mono to discuss the dissolution of the Shelburne Fire Board. (Schedule A)

ANALYSIS:

The dissolution of the Shelburne & District Fire Board is still in the preliminary stages of discussion. The Service Delivery Review being conducted by Optimus SBR Inc. is scheduled to be completed the end of November 2021. Therefore, at this time, the Town of Shelburne has not presented a complete proposal for dissolution.

STRATEGIC PLAN ALIGNMENT:

- 1. Growing a Prosperous Mulmur.
- 3. Growing a Supportive Mulmur

FINANCIAL IMPACTS:

None.

RECOMMENDATION:

WHEREAS Mulmur is interested in working with the affected municipalities to discuss the proposed dissolution of the Shelburne & District Fire Board;

NOW THEREFORE Council defer meeting with the impacted municipalities until a complete proposal for dissolution has been presented for discussion.

Respectfully submitted,

Roseann Knechtel

Roseann Knechtel, Deputy Clerk



Meeting Date: Monday, February 22, 2021

To: Mayor Mills and Members of Council

From: Denyse Morrissey, Chief Administrative

Officer

Report: CAO 2021-03

Subject: Service Delivery Review Final Report –

Dufferin County

Recommendation

Be it Resolved that Council:

- 1. Receives report CAO 2021-03 Service Delivery Review Final Report Dufferin County be received for information; and that
- 2. A special Council meeting be scheduled on March 15, 2021 for Council discussion regarding Part A recommendations of the Dufferin County Service Delivery report specific to Indoor Recreation and Fire Services.

Background

Dufferin County SDR

Dufferin County received grant to fund their Service Delivery Review (SDR) through the first intake of the Municipal Modernization Program. The SDR was divided into two parts:

- Part A Shared Municipal Services/Resources
- Part B County Operations and Community/Human Services

The County's RFP for the Service Delivery Review closed on October 25, 2019. Optimus SBR Inc was awarded the project for \$264,750. The RFP also provided an option for local municipalities to separately engage and hire the firm for their own service delivery review related needs.

Significant review of lower tier municipal services was completed within Part A and recommendations were provided by Optimus. The firm presented their report to an All Council's meeting of Dufferin County municipalities on November 24, 2020. The firm also presented their report to Town of Shelburne Council on December 14, 2020.

The updated and final report addressed the comments from discussions around Economic Development, the Transportation Master Plan, and the Operations Centre. The firm also clarified language around stakeholder comments regarding Fire services.

With respect to the recommendations from Part A and next steps it is up to individual Councils how they wish to move forward.

The final report from Optimus SBR Inc, Part A is provided in Appendix 1.

Analysis

The County of Dufferin's SDR and the recommendations provide comprehensive analysis that is relevant to Council's Strategic Priorities and specific Targets and action items, that the Town will also complete a SDR in 2021, and a Parks and Recreation Master Plan in 2021.

Town of Shelburne Council's Strategic Priorities

Council's Strategic Priorities include:

Target T2 Municipal Services Review and Evaluation

A: Complete a service delivery review for all Town services and operations

B: Complete review of municipal services delivered by third-party boards and complete a governance review

Council's Strategic Priorities are provided in Appendix 2.

County SDR Final Report - Third Party Board Governance

Governance analysis related to two third-party boards, which are Centre Dufferin Recreation Centre (CDRC) and Shelburne and District Fire Services as part of the services areas of Indoor Recreation, and Fire Services was

completed. These two third-party boards would have needed to be a component of the Town's SDR and as included in Council's Strategic Priorities.

There are Agreements for the participating member municipalities for the CDRC, and the Shelburne and District Fire Department.

The 1994 CDRC agreement is provided in Appendix 3.

The 2020 agreement for the Shelburne and District Fire Department, which has not been signed by the Town of Shelburne, is provided in Appendix 4.

The 1991 agreement for the Shelburne and District Fire Department is provided in Appendix 5. In the absence of the Town of Shelburne signing the 2020 agreement the 1991 agreement remains in effect.

The recommendations from Optimus, extracted below and italicized, also address some of the targets within Council's Strategic Priorities, specifically T2 – "Complete review of municipal services delivered by third-party boards and complete a governance review".

Indoor Recreation

The goal of the review was to understand gaps in the current governance structure and recommend a governance and reporting structure that better enables municipal oversight and involvement in Recreation Facilities, given that they are their largest funders

Indoor Recreation proposed recommendation:

Explore a revision to the current governance structure associated with Indoor Recreation Facilities in the Rural Municipalities.

In light of the gaps and rising costs identified by stakeholders for this service, two options are proposed that would require an amendment to the current governance structures. It should be noted that the same solution may not be preferred for all and that boards may take different options

The Options summarized included:

OPTION A:

Consider revising the reporting structure of recreation Boards of Management so that in all boards the Facility Manager reports to the Municipal CAO (or other senior municipal staff member).

OPTION B:

Explore options to dissolve recreation Boards of Management and enable a Member Municipality to fully operate the facilities they already own, which could include establishing contracted funding arrangements with neighbouring municipalities to share costs and protect access for residents.

Fire Services proposed recommendation

It is recommended that Councils explore the dissolution of all or a subset of Fire Boards of Management that would end Fire Board Agreements and transfer Fire Department assets/function to a Municipality to operate as a municipal department. Given the technical complexity, regulatory requirements, and potentially large liabilities associated with delivering the service, board arrangements are a challenging governance structure with which to operate fire services.

Establishing fire services as a municipal department allows the critical role of providing emergency services to residents to be brought into the municipal structure. The dissolution of fire boards would result in the development of a fee-for-service fire agreement between the municipalities that house the Fire Department, and those that are contracting services from them. The revised agreement would be for a period of 5 years, with options included to extend for another 5 years. This provides an opportunity to reassess the costs associated with delivery of this service. Closest hall response would continue to be provided, and the agreement will include language to that effect. Mutual aid agreements may also continue without a need to be changed.

2021 Town of Shelburne Budget

The approved 2021 budget includes \$25,000 to support the costs for an SDR and hiring a consultant. It is anticipated the project will commence in early summer and be completed by end of November 2021.

The Town of Shelburne funds 62% of the CDRC budgets. The Town of Shelburne is the owner of the building.

The Town of Shelburne's funding of the Shelburne and District Fire Department budgets is based on the average of Assessment, Households and the 3 year call average. In 2021 Shelburne will fund 54.69%. The Town of Shelburne is the owner of the building.

Parks and Recreation Master Plan

The Town of Shelburne will be completing our Parks and Recreation Master Plan in 2021. It will include community consultation and engagement to fully capture input from residents regarding desired or future parks and recreation services, including indoor recreation and programs.

The October 2020 recommendations from the Anti-Black, Anti-Racism and Discrimination Task Force included a number action items for the Town to undertake to enhance recreation, culture and parks opportunities in serving a diversified community, and to be more reflective of this commitment via the services offered to a diversified community.

Municipal Modernization Fund Second Intake

The program was announced on January 25, 2021 and the deadline for expressions of interest is March 15, 2021. One of the requirements is field work cannot begin earlier than January 26, 2021, with a final report completed and posted publicly on the municipal website by November 30, 2021.

The Town will also be submitting an expression of interest for funding, under the second intake of the Municipal Modernization Program, Review Stream for our SDR.

General information on the Municipal Modernization Fund is provided in Appendix 6.

Financial

Not applicable

Policies & Implications

Not applicable

Consultation and Communications

Not applicable

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

Report CAO2021-01

This report aligns with the Sustainable Goals within the Targets:

Target T2 Municipal Services Review and Evaluation

Target T7 Promote partnerships and collaboration

Supporting Documentation

Appendix 1: County of Dufferin, final SDR report, Part A, December 2020: from Optimus SBR Inc

Appendix 2: Town of Shelburne, Council's Strategic Priorities

Appendix 3: 1994 CDRC agreement

Appendix 4: 1991 agreement for the Shelburne and District Fire Department

Appendix 5: 2020 agreement for the Shelburne and District Fire Department (which has not been signed by the Town of Shelburne)

Appendix 6: Province of Ontario, Municipal Modernization Fund: Second Intake information

' '		
	-	
Danisa Massinas CAO		
Denvse Morrissey, CAO		

Respectfully submitted:



Meeting Date: Monday, July 12, 2021

To: Mayor Mills and Members of Council

From: Denyse Morrissey, Chief Administrative

Officer

Report: CAO 2021-08

Subject: Service Delivery Review Town of Shelburne

Recommendation

Be it Resolved that Council:

- 1. Receives report CAO 2021-08 Service Delivery Review Town of Shelburne for information; and that
- 2. Optimus SBR Inc be assigned the project for a budget of up to \$70,000 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program second intake; and that
- 3. As part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne.

Background

Province of Ontario - Municipal Modernization Fund Second Intake

The Province's program was announced on January 25, 2021 and the deadline for expressions of interest was March 15, 2021. The Town submitted an expression of interest for \$70,000 in project funding under the second intake of the Municipal Modernization Program for our Service Delivery Review (SDR).

The grant information submitted included the general scope of work:

- The Town of Shelburne participated in the County of Dufferin's SDR. Our SDR will continue that work based on the recommendations.
- The Service Delivery Review (SDR) will include assessment of efficiency and effectiveness; identification of additional services/resources that could be shared or services Town can provide to other local municipalities, assessment of the way the services are provided including organizational and staffing review, service enhancements, subsidy requirements (taxation) of service areas needed or revised to meet Council's commitments to a vibrant and healthy community including distribution or realignment of costs to priority areas, and consideration of future requirements.
- The expected outcome includes a more responsive organization in response to Council's strategic priorities including how annual budgets, both operating and capital are more responsive to evolving priorities and then shifting resources strategically.
- The SDR does not have a pre-determined focus on cost savings as the only outcome but rather to provide services in the most responsible and responsive manner, and to deliver the services our residents want (and demand) and are supportive of paying for through their taxes.

On June 30, 2021 the Town was advised by Minister Clark, Ministry of Municipal Affairs and Housing that the project would receive \$70,000 in funding. All funding is for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings and efficiencies by November 30, 2021.

The letter from the Minister Clark is provided in Appendix 1.

Analysis

Council's Strategic Priorities

Council's Strategic Priorities included:

Target T2 Municipal Services Review and Evaluation

A: Complete a service delivery review for all Town services and operations

B: Complete review of municipal services delivered by third-party boards and complete a governance review

Dufferin County Service Delivery Review

Dufferin County received a grant to fund their Service Delivery Review (SDR) through the first intake of the Municipal Modernization Program. The SDR was divided into two parts:

- Part A Shared Municipal Services/Resources
- Part B County Operations and Community/Human Services

Significant review of lower tier municipal services was completed within Part A and recommendations were provided by Optimus. The firm presented their report to an All Council's meeting of Dufferin County municipalities on November 24, 2020. The firm also presented their report to Town of Shelburne Council on December 14, 2020.

The County of Dufferin's SDR and the recommendations provide comprehensive analysis that is relevant to Council's Strategic Priorities and specific Targets and action items. The Town would also be completing a SDR in 2021, and a Parks and Recreation Master Plan in 2021.

The County's RFP also provided an option for local municipalities to separately engage and hire the firm for their own service delivery review related needs.

County SDR Final Report - Third Party Board Governance

Governance analysis related to two third-party boards, which are Centre Dufferin Recreation Complex (CDRC) and Shelburne and District Fire Services as part of the services areas of Indoor Recreation, and Fire Services was completed and recommendations made. The governance of these two third-party boards would have needed to be a component of the Town's SDR as they are included in Council's Strategic Priorities.

Current Board of Management Funding Models and Contributions: Operating & Capital

Centre Dufferin Recreation Complex: (allocations in place since 1978)

Shelburne 62%

Amaranth 15%

Melancthon 15%

Mono 8%

Shelburne & District Fire Department: (changes annually based on 3 year fire call average, households and assessment)

Shelburne 54.69%

Amaranth 13.05%

Melancthon 15.03%

Mono 9.75%

Mulmur 7.48%

At the March 15, 2021 Special Council meeting the February 22, 2021 staff report CAO 2021-03 Service Delivery Review Final Report – Dufferin County was further discussed and the following resolution was passed:

Council supports in principle, the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne;

AND THAT Staff is directed to review and outline the processes to move forward with the dissolution of the two boards and outline the estimated timelines and estimated costs in a follow up report;

AND THAT Council directs Staff to incorporate this general direction in the scope of work that would be required within the Town's Service Delivery Review, as well as Parks and Recreation Master Plan as both projects will be completed in 2021.

On May 31, 2021 Council requested an update on when the staff report as per the direction, as extracted, on March 15, 2021 by Council:

Staff is directed to review and outline the processes to move forward with the dissolution of the two boards and outline the estimated timelines and estimated costs in a follow up report.

This report has recommended that as part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding two specific third party boards. This is in follow up to Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne. The associated timelines, potential costs and the Town's commitment to having continued service relationships for other communities would be reviewed and discussed as part of the consultations.

The consultation team(s) representing the Town has to be confirmed and is expected to include the Mayor, another member of Council and a member of senior staff.

The Town's SDR is expected to commence in late July 2021 and be completed by end of November 2021.

Financial

The approved 2021 budget included \$25,000 to support the costs for an SDR and hiring a consultant.

With the \$70,000 in project funding provided by the Province of Ontario through the Municipal Modernization Program second intake, the \$25,000 can be realigned. This could include supporting the implementation needs and costs related to the SDR report and recommendations.

Policies & Implications

Not applicable

Consultation and Communications

Not applicable

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T2 Municipal Services Review and Evaluation

Target T7 Promote Partnerships and Collaboration

Supporting Documentation

Appendix 1: Notice of SDR project funding, Minister Clark, Ministry of Municipal Affairs and Housing, June 30, 2021.

Respectfully submitted:	
Denyse Morrissey, CAO	

Roseann Knechtel

Subject: FW: Shelburne Council Resolution - Report CAO 2021-08 - Service Delivery Review Town of

Shelburne

Attachments: Report CAO 2021-08 Service Delivery Review Town of Shelburne.pdf

From: Jennifer Willoughby

Subject: Shelburne Council Resolution - Report CAO 2021-08 - Service Delivery Review Town of Shelburne

Good Morning

Attached please find a copy of report CAO 2021-08 – Service Delivery Review Town of Shelburne, that was considered by Shelburne Council at it's meeting held Monday July 12, 2021.

Subsequently the following resolution was passed:

Motion #9
Moved By Councillor Buffett
Seconded By Councillor Benotto

BE IT RESOLVED THAT Council receives report CAO 2021-08 Service Delivery Review Town of Shelburne for information;

AND THAT Optimus SBR Inc. be assigned the project for a budget of up to \$70,000 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program second intake:

AND THAT as part of the SDR that consultation and discussions be commenced with applicable municipalities regarding potential directions and options that could be supported regarding Council's support in principle of the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne.

CARRIED, Wade Mills

Thank You

Jennifer Willoughby, Director of Legislative Services/Clerk

Phone: 519-925-2600 ext 223 I Fax: 519-925-6134 I jwilloughby@shelburne.ca

Town of Shelburne I 203 Main Street East, Shelburne ON L9V 3K7

www.shelburne.ca

The Town of Shelburne is proactively taking measures to limit the spread of COVID-19. Staff continue to work however there is no public access to Town Hall until further notice. While every effort will be made to support pick up scheduling Monday to Friday, appointments for 'curbside pick-up' will generally be scheduled on Tuesdays and Thursdays for such services as recycling and compost bins. We are encouraging everyone to take advantage of the digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage Paying My Bills.

Thanks and stay healthy!.

Roseann Knechtel

Subject: FW: Meeting Request

From: Denise Holmes

Sent: September 30, 2021 11:05 AM

Subject: Meeting Request

Good morning,

Council has directed that I reach out to all of you, as they would like to meet and collaborate with all of your Councils, regarding the proposal put forth by the Town of Shelburne regarding the CDRC and the Shelburne and District Fire Department, and they are seeking your Councils thoughts and options for moving forward.

They would like to have the meeting, by Zoom, in October and I am proposing that it be during our Council meeting of October 21st at 7:00 p.m.

Could you please let me know if this would work for you and your Members of Council by early next week, as I have a Council meeting on October 7th and would like to be able to advise them of this.

Thank you.

Regards, Denise Holmes

Denise B. Holmes, AMCT | Chief Administrative Officer/Clerk | Township of Melancthon | dholmes@melancthontownship.ca | PH: 519-925-5525 ext 101 | FX: 519-925-1110 | www.melancthontownship.ca |

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TO: Council

FROM: Tracey Atkinson, CAO

MEETING DATE: October 6, 2021

SUBJECT: COVID Legislation and Policies

PURPOSE:

The purpose of this report is to provide an update to the Township's implementation of recent COVID recommendations, vaccination passports and next steps.

BACKGROUND:

Council's COVID-19 policies and Safety Plan was created in 2020 and requires updating on a continually basis to ensure the Township complies with all applicable policies and regulations. The purpose of these policies and Safety Plan are to ensure the safety of Mulmur's employees and prevent the spread of COVID-19 in the workplace. The Municipal Emergency Community Management Lead or CAO is authorized to make amendments to the Plan as necessary to deal with emergent and urgent matters.

Wellington Dufferin Guelph Public Health (WDGPH) is recommending local employers develop a workplace COVID-19 vaccination policy to protect their employees and the public. Staff are following WDGPH guidelines to assess our workplace and develop a vaccination policy for employees. This policy will be included in the Township of Mulmur Preventing COVID-19 in the Workplace Policy as part of the Municipal Safety Plan.

In accordance with the WDGPH recommendation, the secretary of the Mulmur-Melancthon Fire Board and Rosemont District Fire Board have included the topic of a vaccination policy for the next Board meetings.

On September 22, 2021 the Provincial Vaccination Passport requirements came into effect at select locations, and includes the indoor components of the North Dufferin Community Centre and meeting rooms/community centre at the Municipal Office. Staff have updated the municipal rental agreement to require renters to be responsible for active vaccination passport screening. A public notice has also been released advising users of Mulmur facilities on the requirement for proof of vaccination. (Schedule A)

On September 23, 2021, WDGPH released a Letter of Instruction which provides more stringent requirements for indoor recreation facilities, and affects operations at the North Dufferin Community Centre (NDCC). The NDCC Board of Management met on September 30, 2021 to address the directions from the Province and WDGPH, (Schedule B) and develop policies for vaccination passport screening.

The current provincial legislation requires proof of vaccination to all individuals attending indoor meeting spaces. This means that Council and Committee members would be required to provide proof of vaccination prior to returning to in-person meetings. The legislation does not allow the Township to create exceptions to the provincial vaccination passport requirements. Staff have consulted with the WDGPH unit and do not believe that a Council policy is warranted as Provincial legislation supersedes local policy on meeting spaces.

RECOMMENDATION:

It is recommended that Council discuss the timing for returning to in-person meetings for Council and Committees.

It is further recommended, THAT Council receive the report of Tracey Atkinson entitled COVID Vaccinations and Policies and support the actions identified therein.

Respectfully submitted,

<u>Tracey Atkinson</u>

Tracey Atkinson, CAO/Clerk/Planner



Township of Mulmur 758070 2nd Line E, Mulmur ON L9V 0G8 www.mulmur.ca

FOR IMMEDIATE RELEASE

Provincial Proof of Vaccination Effective September 22nd

MULMUR, ON September 22, 2021. The provincial <u>Requirement for Proof of Vaccination in Certain Settings</u>, came into effect Wednesday, September 22, 2021.

Mulmur continues to take direction from the <u>Wellington Dufferin-Guelph Public Health</u> and work with all levels of government to ensure the safety and well-being of our community. Beginning September 22, 2021, this will include showing digital or printed proof of full vaccination at least 14 days prior, along with an identifying document showing your name and date of birth or providing confirmation of a medical exemption before entering certain facilities.

Your kindness and patience are appreciated as we work together through this latest change in pandemic protocols. Mulmur's goal is to abide by the Provincial regulations and keep everyone as safe as possible.

For more information, please contact:

Tracey Atkinson CAO, Mulmur Township 705 466 3341 ext. 222 tatkinson@mulmur.ca



INSTRUCTIONS FROM THE MEDICAL OFFICER OF HEALTH

Subject: Medical Officer of Health Instructions regarding proof of vaccination

requirements for persons entering facilities used for sport and recreational

fitness activities.

Date: September 23, 2021

To: All Owners, Operators and Persons Responsible for facilities used for

sports and recreational fitness activities that include an indoor area

located in the Wellington-Dufferin-Guelph Health Unit.

From: Dr. Nicola Mercer, Medical Officer of Health and CEO

Effective Date of Implementation: September 23, 2021

We are now experiencing a fourth wave of the COVID-19 pandemic¹ and seeing a rise in cases locally and across the province. In a report published by Public Health Ontario (covering the period from December 20, 2020 to August 7, 2021), the rate of COVID-19 cases in unvaccinated individuals was consistently higher compared to fully vaccinated individuals.² COVID-19 will continue to pose a threat in our community as long as a significant number of people remain unvaccinated.

We need to remain vigilant to prevent the transmission of COVID-19 as much as possible. The new provincial proof-of-vaccination requirements, effective this week, apply to a number of high-risk settings including the indoor areas of facilities used for sports and recreational fitness activities. Ontario Regulation 364/20 now mandates that you require proof of identification and proof of being fully immunized (or proof of being entitled to an exemption) for:

- 1. Each patron, 18 years of age and older, who enters solely for the purpose of actively participating in an organized sport; and
- 2. Each patron, 12 years of age and older, who enters for any other reason (e.g., as a spectator).

Additional information about the provincial proof-of-vaccination requirements can be found in the Ministry of Health's <u>Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.</u>



Certain individuals, such as volunteers, coaches, instructors, and sport officials, are currently excluded from provincial proof-of-vaccination requirements. Because these individuals are necessary for the operation of organized sports, they will have close and prolonged contact with vulnerable youth who are unvaccinated. As a result, and by way of this Letter of Instruction, I am requiring proof of vaccination for individuals who support indoor organized sports (including recreational fitness activities), in addition to the individuals prescribed by provincial regulation. Requiring these individuals to be fully vaccinated provides enhanced protection for our community and further curbs the local risk associated with indoor organized sports.

AS MEDICAL OFFICER OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT, I AM ISSUING THE FOLLOWING INSTRUCTIONS PURSUANT TO SCHEDULE 1, SECTION 2 (2.1) OF ONTARIO REGULATION 364/20: RULES FOR AREAS IN STEP 3 AND AT THE ROADMAP EXIT STEP - OF THE REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020, S.O. 2020, c. 17

All Owners, Operators and Persons Responsible for facilities used for sports and recreational fitness activities that include an indoor area located in the Wellington-Dufferin-Guelph Health Unit, are instructed to:

- Require proof of identification and proof of being fully vaccinated (or proof of being entitled to a medical exemption) for all individuals, 12 years of age and older, who support an indoor organized sport or recreational fitness activity, prior to or upon arrival at the facility. For greater certainty, this includes all volunteers, coaches, instructors, coordinators, trainers, officials, and organizers.
- 2. Develop a proof of vaccination plan that describes the measures and procedures which have been implemented or will be implemented in the facility, to ensure compliance with the proof of vaccination requirements listed above or as otherwise required by O. Reg. 364/20.

It is expected that Owners, Operators, and Persons Responsible for facilities will already have systems in place to confirm proof of vaccination for patrons, including athletes/participants and spectators, in accordance with O. Reg. 364/20.

Further, it is expected that all Owners, Operators, and Persons Responsible for facilities will continue to comply with all other public health measures including, but not limited to screening, physical distancing and use of personal protective equipment, as outlined in O. Reg. 364/20.

For the purpose of these instructions, the following definitions apply:



Person Responsible means the holder of a permit/rental agreement to use the facility or designated individual which may include, but is not limited to, a coach, instructor, coordinator, trainer, organizer, or other person responsible for the compliance with public health measures related to COVID-19.

Facilities used for sport and recreational fitness activities include gyms, fitness/sporting/recreational facilities, dance studios, yoga studios, gymnastic centres, dojos/martial art studios, tennis clubs, pools, waterparks, and other premises where sporting events are played or spectated or where recreational fitness activities or personal fitness training occurs.

Organized sport means sports and recreational fitness activities including, but not limited to, sports leagues, organized pick-up sports, fitness classes, dance classes, yoga classes, gymnastics, martial arts and swimming classes, or as otherwise described in the Ministryof Health's <u>Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act</u>.

Identification means a form of identification with the name of the identification holder and the holder's date of birth; it does not necessarily mean photo identification. Additional details can be found in the Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

Medical exemption means an exemption confirmed by an individual who provides a written document, completed, and supplied by a physician or registered nurse in the extended class, that sets out, in accordance with the Ministry of Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act:

- (i) a documented medical reason for not being fully vaccinated against COVID-19, and
- (ii) the effective time-period for the medical reason.

Proof of being fully vaccinated means proof that an individual has received all required doses of a COVID-19 vaccine at least 14 days previously, in accordance with the Ministry of Health's Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act.

FAILURE to comply with the said Regulation under the *Reopening Ontario* (A Flexible Response to Covid-19) Act, 2020 is an offence for which either the patron or the business or organization may be liable, on conviction, to a fine of \$750 for individuals and \$1,000.00 for corporations, for every day or part of each day on which the offence occurs or continues. Maximum penalties based on prosecution under Part I or Part III of the <u>Provincial Offences Act, R.S.O. 1990, c.P.33</u> (POA), includes fines of up to



\$100,000 and up to one year in jail for an individual; up to \$500,000 and up to one year in jail for an individual who is a director or officer of a corporation; and up to \$10 million for a corporation.

Dr. Nicola Mercer Medical Officer of Health Wellington-Dufferin-Guelph Public Health 160 Chancellors Way Guelph, ON N1G 0E1

Questions about these instructions can be directed to the Wellington-Dufferin-Guelph Public Health COVID-19 Call Centre at 519-822-2715 ext. 4020.

¹ Science Table: COVID-19 Advisory for Ontario. Update on COVID-19 Projections: Science Advisory and Modelling Consensus Tables. September 1, 2021. Retrieved from: https://covid19-sciencetable.ca/wp-content/uploads/2021/09/Update-on-COVID-19-Projections 2021.09.01 English-1.pdf

² Ontario Agency for Health Protection and Promotion (Public Health Ontario). Confirmed cases of COVID-19 following vaccination in Ontario: December 14, 2020 to August 7, 2021. Toronto, ON: Queen's Printer for Ontario; 2021. Retrieved from: https://www.publichealthontario.ca/-/media/documents/ncov/epi/covid-19-epi-confirmed-cases-post-vaccination.pdf?la=en



Appendix: Application of O. Reg. 364/20 and this Letter of Instruction to individuals in various contexts

	Category	Age 11 years old or younger	Age 12 to 17 years old	Age 18 years old or older
	Athletes/participants who are present solely for the purpose of actively participating in an organized sport	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.
Patrons	All other athletes/participants	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Spectators	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Parents/guardians who are accompanying athletes/participants or spectators	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Patrons attending solely for a reason listed in O. Reg. 364/20, Schedule 1, section 2.1 (3) (e.g., to use a washroom)	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.
Individuals Supporting Organized Sport and Recreational Fitness Activities	Coaches, instructors, or trainers	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
	Sport officials (e.g., referees) and organizers	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
	Any other individuals (e.g., volunteers) who are not patrons but who participate in the sport or fitness activity	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
Other Staff and Contractors	Any other staff employed by the facility who do not participate in a sport or fitness activity	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.
	Delivery workers, repair workers, or other external contractors performing work who are not employed by the facility and who do not participate in a sport or fitness activity	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.



DUFFERIN COUNTY COUNCIL MINUTES Thursday, September 9, 2021 at 2:00 p.m. Video Conference

Council Members Present: Warden Darren White (Melancthon)

Councillor Steve Anderson (Shelburne) (joined at 2:09 p.m.)

Councillor Sandy Brown (Orangeville)

Councillor John Creelman (Mono)

Councillor Bob Currie (Amaranth)

Councillor Guy Gardhouse (East Garafraxa)

Councillor Chris Gerrits (Amaranth)

Councillor Janet Horner (Mulmur)

Councillor Andy Macintosh (Orangeville)

Councillor Wade Mills (Shelburne) (joined at 2:21 p.m.)

Councillor Fred Nix (Mono)

Councillor Philip Rentsch (Grand Valley)

Councillor Steve Soloman (Grand Valley)

Council Members Absent: Councillor Earl Hawkins (Mulmur)(prior notice)

Staff Present: Sonya Pritchard, Chief Administrative Officer

Michelle Dunne, Clerk

Rebecca Whelan, Deputy Clerk

Scott Burns, Director of Public Works/County Engineer

Cheri French, Director of Human Resources

Anna McGregor, Director of Community Services

Aimee Raves, Manager of Corporate Finance/Treasurer

Tom Reid, Chief, Paramedic Services

Brenda Wagner, Administrator of Dufferin Oaks

Warden White called the meeting to order at 2:02 p.m.

Warden White 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, September 23, 2021 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 White shared the Land Acknowledgement Statement.

2. OATH OF OFFICE – Councillor Nix

Warden White congratulated Councillor Creelman on his recent appointment as the Mayor of the Town of Mono and welcomed Councillor Fred Nix who has been appointed the Deputy Mayor. The County Clerk administered the Oath of Office for Councillor Nix.

3. **ROLL CALL**

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

Warden White addressed the resignation of Councillor Laura Ryan and the positive impact she had on the community. She will be greatly missed by Dufferin County and the Town of Mono.

4. **APPROVAL OF THE AGENDA**

Moved by Councillor Horner, seconded by Councillor Creelman

THAT the Agenda and any Addendum distributed for the September 9, 2021 meeting of Council, be approved.

-Carried-

5. **DECLARATION OF INTEREST BY MEMBERS**

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

6. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the minutes of the regular meeting of Council of July 8, 2021, be adopted.

-Carried-

PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

7. **Presentation: Integrity Commissioner**

Charles Harnick, Integrity Commissioner, introduced himself to Council and provided a brief summary of the services he provides. These services are: providing advice to members of Council in a confidential manner, providing educational services to Council if requested, and resolving issues and complaints regarding the Code of Conduct, the Municipal Conflict of Interest Act and procedures set out in the County's procedural by-law.

Councillor Anderson joined at 2:09 p.m.

8. <u>Proclamation: Fetal Alcohol Spectrum Disorder Awareness Day – September</u> 9, 2021

Warden White proclaimed September 9, 2021 to be Fetal Alcohol Spectrum Disorder Awareness Day in the County of Dufferin. Tara Leskey, Andrea Wyshniowsky and Jennifer Moore from Dufferin Child and Family Services were in attendance to accept the proclamation and thanked the County for recognizing this day.

Councillor Mills joined at 2:21 p.m.

9. **PUBLIC QUESTION PERIOD**

There were no questions received from the Public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

10. <u>Diversity, Equity and Inclusion Community Advisory Committee Minutes – July 14, 2021</u>

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of July 14, 2021.

Moved by Councillor Macintosh, seconded by Councillor Soloman

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting of July 14, 2021, be adopted.

-Carried-

11. <u>Infrastructure & Environmental Services Minutes – August 26, 2021</u>

Moved by Councillor Horner, seconded by Councillor Mills

THAT the minutes of the Infrastructure & Environmental Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

- 12. INFRASTRUCTURE & ENVIRONMENTAL SERVICES August 26, 2021 ITEM #2

 Partners for Climate Protection Milestone Recognition
 - THAT Report, Partners for Climate Protection Milestone Recognition, dated August 26, 2021, from the Director of Public Works/County Engineer be received.
- 13. INFRASTRUCTURE & ENVIRONMENTAL SERVICES August 26, 2021 ITEM #3 Electric Vehicle Awareness Initiative

THAT Report, Electric Vehicle Awareness Initiative, dated Thursday, August 26 2021 from the Director of Public Works/County Engineer be received;

- AND THAT, the Dufferin County contribution of \$32,678 be approved and incorporated into the 2022 budget.
- 14. INFRASTRUCTURE & ENVIRONMENTAL SERVICES August 26, 2021 ITEM #4
 Public Electric Vehicle Charging Network Project Update

THAT Report, Public Electric Vehicle Charging Network – Project Update, dated August 26, 2021 from the Director of Public Works/County Engineer be received.

15. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #5 Electric Vehicle Charging Station Policy and User Fees

THAT Report, Electric Vehicle Charging Policy, dated August 26, 2021 from the Director of Public Works/County Engineer be received;

AND THAT the Electric Vehicle Charging Station Policy be adopted;

AND THAT the user fee bylaw be amended to include for the use of County-owned electric vehicle charging stations.

16. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #6 Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

17. **General Government Services Minutes – August 26, 2021**

Moved by Councillor Mills, seconded by Councillor Gardhouse

THAT the minutes of the General Government Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

18. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #1

Next Generation 9-1-1 Revised Implementation Schedule

THAT the report of the Emergency Management Coordinator dated August 26, 2021, regarding Next Generation 9-1-1 be received.

19. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #2

<u>Municipal Emergency Readiness Fund – Grant Request</u>

THAT, the report of the Emergency Management Coordinator dated August 26, 2021, regarding a Municipal Emergency Readiness Fund – Grant Request for the Township of Mulmur be received;

AND THAT, the request from the Township of Mulmur for a Municipal Emergency Readiness Grant in the amount of \$4,272.15 be approved.

20. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #3

<u>Hybrid Council Meeting Space</u>

THAT the Report from the Clerk and Manager, Information Technology & GIS dated August 26, 2021 titled Hybrid (virtual/in-person) Council Meeting Space be received;

AND THAT staff report back on the cost of transitioning a space within 55 Zina Street, Orangeville into a council chambers/multi-use space.

21. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #4

<u>Budget Update</u>

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 26, 2021, 2022 Budget be received.

22. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #5 Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

23. Health and Human Services Minutes – August 26, 2021

Moved by Councillor Macintosh, seconded by Councillor Gardhouse

THAT the minutes of the Health and Human Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

24. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #1 <u>Dufferin Oaks Update</u>

THAT the report of the Administrator dated August 26, 2021 with regards to the Dufferin Oaks Update be received.

25. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #2

Quarterly Community Services Activity Report Q2 2021

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter, 2021, dated August 26, 2021 be received.

26. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #3 Employment Services Transformation Update

THAT the report of the Director, Community Services dated August 26, 2021, titled Employment Services Transformation Update be received.

27. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #4

<u>Dufferin County Equity Collaborative 2020 Report to Community</u>

THAT the report of the Director, Community Services, titled Dufferin County Equity Collaborative (DCEC) 2020 Report to the Community, dated August 26, 2021 be received.

28. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #5

<u>Dufferin County 2021 Point-in-Time Count Results</u>

THAT the report of the Director, Community Services, titled Dufferin County 2021 Point-in-Time Count Results, dated August 26, 2021 be received.

29. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #6
Annual Rent Increase Guideline

THAT the report of the Director, Community Services dated August 26 2021, titled Annual Rent Increase Guideline 2022 be received;

AND THAT the 2022 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 1.2% over the previous year.

30. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #7 Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

31. Community Development and Tourism Minutes – August 26, 2021

Moved by Councillor Horner, seconded by Councillor Creelman

THAT the minutes of the Community Development and Tourism meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

32. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #1 Dufferin Federation of Agriculture (DFA)

THAT all Planning applications initiated at the County level be circulated to the Dufferin Federation of Agriculture for review and input.

33. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #2

<u>Update on Local Employment Rates</u>

THAT the report of the Manager of Economic Development, dated August 26, 2021, with respect to the Development and Tourism Department be received.

34. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #3

<u>University of Guelph Rural Response to Covid-19 Resident Survey</u>

THAT the report of the Manager of Economic Development, dated August 26, 2021, with respect to the Development and Tourism Department be received.

35. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #4 Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

36. Manager of Finance, Treasurer's Report – Mid Year Financial Review

A report from the Manager of Corporate Finance, Treasurer, dated September 9, 2021, to provide Council with an update on mid year financial results up to July 31, 2021.

Moved by Councillor Creelman, seconded by Councillor Soloman

THAT the report of the Manager of Corporate Finance, Treasurer, dated September 9, 2021, regarding Mid Year Financial Review be received.

-Carried-

37. <u>Chief Administrative Officer's Report – Monthly Update from Outside</u> Boards

A report from the Chief Administrative Officer, dated September 9, 2021, to provide Council with an update of activities from outside boards and agencies.

Moved by Councillor Macintosh, seconded by Councillor Gardhouse

THAT the report of the Chief Administrative Officer, dated September 9, 2021 with respect to Reports from Outside Boards, be received.

-Carried-

38. **Chief Administrative Officer's Report – COVID Vaccination Policy**

A report from the Chief Administrative Officer, dated September 9, 2021, to provide Council with information on mandatory vaccination policies, how other municipalities in Ontario are proceeding and next steps for implementing a Dufferin County policy.

Moved by Councillor Horner, seconded by Councillor Soloman

THAT the report of the Chief Administrative Officer, dated September 9, 2021 titled Vaccination Policy be received;

AND THAT staff be directed to develop and implement a Vaccination Policy in consultation with Wellington Dufferin Guelph Public Health;

AND THAT following key policy issues be included:

- Proof of Vaccination Status or proof of medical exemption or proof of exemption under the Ontario Human Rights Code will be required by November 1st;
- Staff not providing the proof identified above will be required to attend an education session on vaccine safety and effectiveness;
- Staff not vaccinated will be required to undergoing regular testing (rapid antigen tests) prior to being onsite;

- Non-compliance may result in disciplinary action;
- Accommodations on human rights grounds will be considered on an individual basis.

-Carried-

CORRESPONDENCE

39. Upper Grand Watershed Committee

Correspondence from the Upper Grand Watershed Committee, dated August 18, 2021, to extend their appreciation and congratulate Dufferin County on providing the opportunity for rural properties to protect and improve their drinking water through the Rural Water Quality Program (RWOP).

Moved by Councillor Gardhouse, seconded by Councillor Soloman

THAT the correspondence from the Upper Grand Watershed Committee, dated August 18, 2021, be received.

-Carried-

40. Association of Municipalities of Ontario

Correspondence from the Association of Municipalities of Ontario, dated August 23, 2021, regarding members recognizing September 30th as National Day for Truth and Reconciliation (National Orange Shirt Day).

Moved by Councillor Nix, seconded by Councillor Creelman

WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;

AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with

Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

THEREFORE, BE IT RESOLVED THAT the Council of Dufferin County does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

-Carried-

41. **NOTICE OF MOTIONS**

MOTIONS

42. Moved by Councillor Gerrits, seconded by Councillor Horner

THAT Councillor Rentsch be appointed as Chair of the Health and Human Services Committee.

-Carried-

Councillor Gerrits left the meeting at 3:21 p.m.

43. **BY-LAWS**

- A by-law to amend by-law 2017-39, being a by-law to govern the lands known as the Dufferin County Forest (Amend Schedule A)

 Authorization: Council September 14, 2017
- A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Ontario Nurses Association (ONA). (Collective Agreement)

 Authorization: Council September 9, 2021
- 2021-30 A by-law to appoint an acting Chief Building Official and to repeal by-law 2018-35 (Doug Kopp)

Authorization: Council - September 9, 2021

A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Museum of Dufferin) and Zone 6 Regional Tourism Organization (O/A Central Counties Tourism). (Funding Agreement) Authorization: Council – September 9, 2021

Moved by Councillor Macintosh, seconded by Councillor Creelman

THAT By-laws 2021-28, thru to 2021-31, inclusive, be read a first, second and third time and enacted.

-Carried-

44. **OTHER BUSINESS**

Councillor Nix confirmed with the Clerk that he will be sitting on the Health and Human Services and Community Development and Tourism committees.

Warden White reflected on the upcoming 20th anniversary of 9/11 on Saturday and his recent attendance at the opening of Bravery Park in Orangeville.

45. **CLOSED SESSION**

46. **CONFIRMATORY BY-LAW**

A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on September 9, 2021.

Moved by Councillor Nix, seconded by Councillor Macintosh

THAT By-Law 2021-32, be read a first, second and third time and enacted.

-Carried-

47. **ADJOURNMENT**

Moved by Councillor Currie, seconded by Councillor Soloman

THAT the meeting adjourn.

-Carried-

The meeting adjo	urned at 3:29 p.m.	
Next meeting:	Thursday, October 14, 20, Video Conference	21 at 2:00 p.m.
Darren White, Wa	rden	Michelle Dunne, Clerk



SHELBURNE & DISTRICT FIRE BOARD

June 1, 2021

The Shelburne & District Fire Department **Board of Management** meeting was held electronically (Zoom ID 849 3208 3679) 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 7:01 pm.
- 2. Additions or Deletions

None.

- 3. Approval of Agenda
- 3.1 Resolution # 1

Moved by F. Nix – Seconded by J. Horner

BE IT RESOLVED THAT:

The Board of Management approves the agenda as presented.

Carried

- 4. **Approval of Minutes**
- 4.1 Resolution # 2

Moved by S. Hall – Seconded by W. Hannon

BE IT RESOLVED THAT:

The Board of Management adopt the minutes under the date of May 4, 2021 as circulated.

Carried

- 5. **Pecuniary Interest**
- 5.1 No pecuniary interest declared.
- 6. **Public Question Period**
- 6.1 No public present.
- 7. <u>Delegations / Deputations</u>
- 7.1 None.
- 8. <u>Unfinished Business</u>
- 8.1 Update Captain Position Recruitment

The Chief advised the Board of the process used for the Captain and Acting Captain positions.

Resolution #3

Moved by J. Horner - Seconded by S. Martin

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management promote the following firefighter to the role of Captain effective June 1, 2021:

1) Steve Monds

The Shelburne & District Fire Board of Management promote the following firefighter to the role of Acting Captain effective June 1, 2021:

1) Kevin Rideout

Carried

9. New Business

9.1 Auditor's RFP

Resolution #4

Moved by J. Horner – Seconded by G. Little

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management direct the Secretary-Treasurer to begin the process of procuring an Auditor for the Year Ends of 2021 to 2023 following the process laid out in the Shelburne & District Fire Board's Purchasing Policy and Procedure.

AND THAT five firms be contacted.

Carried

9.2 Mulmur-Melancthon Fire Department Sub-Committee

The Board Chairs and Fire Chiefs from Shelburne, Mulmur-Melancthon and Rosemont met to see if there are any efficiencies that can be made between the departments.

10. Chief's Report

10.1 Monthly Reports (April 2021)

There was a total of 15 incidents for the month of May.

10.2 Update from the Fire Chief

The Chief advised that there are currently 5 inspections in progress. Firefighters participated in 19 training sessions, which includes the recruits attending Forcible Entry in Orangeville. The department participated in fire extinguisher training at Dufferin Oaks.

The Chief has enrolled in Fire Services Management Certificate program through Humber College. The Chief applied for and received a free shipment of N95's from Ministry of Government and Consumer Services.

11. Future Business:

11.1 Fire Chief's Performance Appraisal.

12. Accounts & Payroll - February & March 2021

12.1 **Resolution # 5**

Moved by H. Foster - Seconded by S. Hall

BE IT RESOLVED THAT:

The bills and accounts in the amount of \$26,053.20 for the period of April 29,2021 to May 27, 2021 as presented and attached be approved for payment.

Carried

13. Confirming and Adjournment

13.1 **Resolution # 6**

Moved by F. Nix – Seconded by E. Hawkins

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

13.2 **Resolution # 7**

Moved by E. Hawkins – Seconded by S. Martin

BE IT RESOLVED THAT:

The Board of Management do now adjourn at 7:40 pm to meet again on 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 June 1, 2021

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



SHELBURNE & DISTRICT FIRE BOARD

September 7, 2021

The Shelburne & District Fire Department **Board of Management** meeting was held electronically (Zoom ID 883 8813 5986) 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 7:03 pm.
- 2. Additions or Deletions

None.

- 3. Approval of Agenda
- 3.1 Resolution # 1

Moved by M. Mercer – Seconded by F. Nix

BE IT RESOLVED THAT:

The Board of Management approves the agenda as presented.

Carried

- 4. **Approval of Minutes**
- 4.1 Resolution # 2

Moved by J. Horner – Seconded by G. Little

BE IT RESOLVED THAT:

The Board of Management adopt the minutes under the date of June 1, 2021 as circulated.

Carried

5. **Pecuniary Interest**

5.1 No pecuniary interest declared.

6. **Public Question Period**

6.1 No public present.

7. **Delegations / Deputations**

7.1 None.

8. <u>Unfinished Business</u>

8.1 Closed Session

Deferred to the next meeting.

8.2 Rescue 26 Replacement Report

The Board inquired as to why we only received one submission; the Chief advised that our budget may have been a factor.

Resolution #3

Moved by G. Little – Seconded by M. Mercer

BE IT RESOLVED THAT:

The Shelburne and District Fire Board of Management receives the Chief's Rescue 26 Replacement Report;

AND THAT Dependable Emergency Vehicles be awarded the contract for one Walk Around Rescue Apparatus to meet RFP 01-21

Carried

8.3 **RFQ Auditor Report**

Resolution # 4

Moved by J. Horner – Seconded by W. Hannon

BE IT RESOLVED THAT:

The Shelburne and District Fire Board of Management receives the Audit Services RFQ report;

AND THAT RLB LLP be appointed as the Auditor's at the first meeting in 2022.

Carried

9. **New Business**

9.1 **SDFD & MMFD Boundary**

The Board discussed and directed that the Chief along with our neighbouring Chief's should get together and come back with a recommendation to the Board as to where the boundaries should be. As this will also require a large data collection, the Chief will report back at the first meeting in the new year.

9.2 **2022 Operating and Capital Budgets**

Operating Budget:

- With the rising fuel costs the Fuel for Trucks line item should be increased
- The Board would like to see the inspection Revenue separated out

Capital Budget:

• The Board will start exploring new locations for a Fire Hall in case a grant or other funding opportunities become available.

10. Chief's Report

10.1 Monthly Reports (June - August 2021)

There was a total of 26 incidents for the month of June, 20 incidents for the month of July and 14 incidents for the month of August.

10.2 Update from the Fire Chief

The Chief advised that there are currently 9 inspections in progress or completed. Firefighters participated in 47 training sessions; the recruits attending are now on the regular training schedule. We will be returning Thursday night training only on September 9th.

The Chief completed Humber College FSMC Personal Management course. The Chief attended County of Dufferin CEMC "Disaster School". The Chief also completed "Resilient Minds" Train the Trainer course.

The Chief purchased the former SPD vehicle and outfitted to SDFD vehicle.

11. Future Business:

11.1 Firefighter Compensation Review.

12. Accounts & Payroll – February & March 2021

12.1 **Resolution # 5**

Moved by G. Little – Seconded by J. Horner

BE IT RESOLVED THAT:

The bills and accounts in the amount of \$122,585.05 for the period of May 28,2021 to August 31, 2021, as presented and attached be approved for payment.

Carried

13. **Confirming and Adjournment**

13.1 **Resolution # 6**

Moved by H. Foster – Seconded by W. Hannon

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

13.2 **Resolution # 7**

Moved by M. Mercer – Seconded by F. Nix

BE IT RESOLVED THAT:

The Board of Management do now adjourn at 8:15 pm to meet again on October 5, 2021, at 7:00 pm or at the call of the Chair.

Carried

Respectfully submitted by:	Approved:	
Nicole Hill Secretary-Treasurer	Walter Benotto Chairperson	



NORTH DUFFERIN COMMUNITY CENTRE BOARD OF MANAGEMENT MINUTES



WEDNESDAY, AUGUST 17, 2021 – 7:00 P.M. ELECTRONIC MEETING - ZOOM

The North Dufferin Community Centre Board of Management known as "The Board" held its meeting on the 17th day of August, 2021 at 7:00 p.m., as an electronic meeting through ZOOM.

Those present:

Chester Tupling, Chair, Mulmur
Clayton Rowbotham, Melancthon
Dave Besley, Deputy Mayor, Melancthon
Patricia Clark, Councillor, Mulmur
Debbie Fawcett, Melancthon
Emma Holmes, Melancthon
Keith Lowry, Mulmur
Nancy Noble, Mulmur
Janet Horner, Mayor, Mulmur
Darren White, Mayor, Melancthon
Heather Boston, NDCC Treasurer, Mulmur
Donna Funston, NDCC Secretary, Melancthon
James Woods, Arena Manager

Regrets:

#1 Call to Order by Chair

Chair Tupling called the meeting to order at 7:08 p.m.

#2 Additions/Deletions/Approval of Agenda

-Moved by Lowry, Seconded by Noble that the Agenda be approved as circulated. Carried.

#3 Declaration of Pecuniary Interest or Conflict of Interest

None.

#4 Approval of Draft Minutes

-Moved by Besley, Seconded by Clark, that the minutes of the North Dufferin Community Centre Board of Management held on June 9, 2021 be approved as circulated. Carried.

#5 Business Arising from the Minutes

- 1. Unfinished Business
 - 1. Brine Pump

James Woods discussed quotes for replacing the Brine Pump, he notes Carmichael currently does start up and closing for the Facility. Quotes were attached to the June agenda.

-Moved by Lowry, Seconded by Besley, that the Board of Management authorize Carmichael to replace the brine pump and repair the rooftop condenser unit for the quoted prices of \$12,000 plus \$6,670. Further; this is subject to confirming Carmichael's quote to be less than the competitor quote with a discount for doing both jobs. Carried.

#6 Facility Manager's Report

Discussion around relocating the monument, it was suggested when the Board could do in person meetings a walk out to the monument to see where and how it could be relocated for historical purposes would be beneficial.

Discussion around Veterans names being placed on the wall and possibly including the surviving Veterans as well. Shelburne Memorials could quote on adding these names. Discussion on the leaky roof and a request for James to remove some ceiling tiles and inspect for water issues. James reports he is working 2 days a week cutting all the grass and does building maintenance when he is at the Arena. James will get quotes from contractors to repair the roof and bring to the September meeting for consideration. Discussion regarding cameras being placed around the Arena, in June the Board directed James to purchase 4 cameras to be placed on each corner of the Facility at a maximum cost of \$1,000, but since the cameras have not yet been purchased the Board has decided against this expense for now. The purchase of a leaf blower will also be put on hold and revisited in the spring. James reports he has purchased an air compressor and it was under \$500. The COVID-19 Vaccine Clinic was very successful with the turnout being higher than expected. On September 8, 2021 from 5:30 – 8:30 p.m. they will run a second clinic at the NDCC and everything is still setup from the first clinic.

#7 General Business

- 1. Financial
 - 1. Accounts Payable

-Moved by Clark, Seconded by Fawcett the accounts in the amount of \$23,220.39 be received as presented. Carried.

2. A/R update

Discussion on outstanding amounts and that no ice will be rented to these individuals until the amounts are paid in full.

- 3. YTD vs. Budget comparison
- 2. Ball Diamond Rental Inquiries

-Moved by Clark, Seconded by Besley that the Board of Management approved the rates of \$11 for adults and \$8 for kids baseball to rent the Honeywood Baseball Diamond. Carried.

Discussed renting a porta potty and the Board decided to wait and see if the diamond is going to be rented before ordering the porta potty.

3. Report from Roseann Knechtel regarding Support for the Installation of Cycling Station Infrastructure at the Honeywood Park

This is a great addition to the Arena and Chair Tupling and James will determine the best location for the station which will need to be far enough away from the ball diamond to avoid injuries.

-Moved by Lowry, Seconded by Holmes THAT the NDCC Board of Management approve the installation of a cycling station at the location to be determined by the Board of Management.

AND THAT; the NDCC Board of Management authorize the EDC to purchase and install a cycling station through the Dufferin County Economic Development Implementation Fund. Carried.

4. KPMG Auditors Letter regarding NDCC Board of Management

Mayor Horner read the report that relates to the NDCC, she explains that "risk" needs to be looked at. Vulnerability and liability are a politicians responsibility. It's noted that good things have happened since the Board was created. Inventory control and other issues are specific and can be addressed. Processes need to be in place to remove risk and each issue can be addressed instead of lumping together. No agreements have been reached yet with the two Township lawyers, as updates happen the Board will know. Discussion regarding Board of Management or an Advisory Committee and that both still have say and able to make decisions. An Advisory Committee makes recommendations to council and includes community members so the voice of the public is still heard. The hope is to align Mulmur and Melancthon recreation as a whole. Some members of the current Board of Management prefer to stay as such and not be changed to an Advisory Committee. The two Townships are trying to do something new that doesn't currently exist in other Municipalities which is the reason for the agreement taking extra time to complete. The goal is to keep everyone wanting to participate, reduce risk and move forward with Township collaboration by making it

bigger and more powerful by working together. Access to recreation in both Municipalities is important. A suggestion was given to add community member(s) to the joint recreation sub-committee to allow for more discussion.

5. Report from Denyse Morrissey, CAO, Town of Shelburne regarding Service Delivery Review – Recommendations specific to indoor recreation

Shelburne's decision to dissolve board of managements has no bearing on the NDCC, activities and funding are very different for Shelburne and the NDCC. County does not recommend on recreation that is up to each Municipality. Mulmur and Melancthon support the community and the Board by contributing levies to run each Facility. Both Townships are committed to recreation and supporting the community with funding being part of the Budget each year.

6. Other

#8 Information

#9 Notice of Motion

-None

#10 Confirmation Motion

-Moved by Clark, Seconded by Fawcett 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.

#11 Adjournment

-Moved by Clark, Seconded by Besley, we adjourn the North Dufferin Community Ce	ntre
Board of Management meeting at 8:32 p.m. to meet again on Wednesday September	er 8
2021 at 7:00 p.m. or at the call of the Chair. Carried.	

CHAIR	SECRETARY



MINUTES COMMUNITY COMMUNICATIONS ADVISORY COMMITTEE Tuesday, September 14, 2021 at 7:00 p.m.

Present: Karen Scully - Chair, Ruth Armstrong, Shirley Boxem, Taria van Weesenbeek,

Roseann Knechtel – Recording Secretary

Absent: Emily Sedgwick

1. CALL TO ORDER

The meeting was called to order by the Chair at 7:02 pm.

2. APPROVAL OF THE AGENDA

Moved by Armstrong and Seconded by Boxem

THAT the agenda for September 14, 2021 be approved.

Carried.

3. MINUTES OF THE PREVIOUS MEETING

Moved by Boxem and Seconded by Armstrong

THAT the minutes of May 31, 2021 be approved.

Carried.

4. DISCLOSURE OF PECUNIARY INTEREST - NONE

5. ADMINISTRATION

5.1 CCAC Mandate

The Committee reviewed the new Council approved mandate.

Moved by Armstrong Seconded by Boxem

THAT the Community Communications Advisory Committee receive the Council approved CCAC Mandate.

Carried.

5.2 Communications Strategy: Review and Recommendations

Members reviewed the Communication Strategy, 2021 goals and future recommendations.

Moved by Scully Seconded by Armstrong

THAT the Community Communications Advisory Committee reviewed the Communications Strategy and recommend the following actions:

Schedule A: 2022 Goals to include Growing the Email List (ongoing from year one), encouraging business to join the Township Community Directory on our website, monitor website and social media traffic and drive engagement to the website, encourage feedback with a monthly newsletter question, reach out to community groups to receive permission to post on their social media pages. Schedule C: amend Mayor's message to twice a year, adjust website content based on website traffic analysis, update telephone system to direct people online.

Carried.

5.3 Annual Report to Council - Committee Achievements

Direction was given to the Secretary to prepare a report showing their annual achievements.

Moved by van Weesenbeek Seconded by Armstrong

THAT the Community Communications Advisory Committee submit the annual report on achievements in 2021 to Council.

Carried.

5.4 2022 Meeting Dates

Moved by Armstrong Seconded by Boxem

THAT the Community Communications Advisory Committee agree to meet again on the following 2022 dates: January 13, April 14, July 14, October 13.

Carried.

6. INFORMATION ITEMS

- 6.1 Township Newsletters
- 6.2 Social Media Statistics

Moved by Boxem Seconded by Armstrong

THAT the Community Communications Advisory Committee receive the information items as copied and circulated.

CARRIED.

7. ITEMS FOR FUTURE MEETINGS

- 7.1 Tax Bill Insert
- 7.2 Feedback Questions
- 8. ADJOURNMENT

Moved by Armstrong and Seconded by van Weesenbeek

THAT we do now adjourn at 8:17 p.m. to meet again on November 23, 2021 at 7:00 pm or at the call of the Chair.

CARRIED.

Chair	Secretary



ANNUAL REPORT

TO: Council

FROM: Community Communications Advisory Committee (CCAC)

SUBJECT: 2021 Annual Report on Achievements

PURPOSE:

The purpose of this report is to report to Council on the CCAC's achievements for the year 2021.

MANDATE:

- 1. Create a flexible vision for long-term and evolving community engagement. (Completed in 2020 and removed from the CCAC Mandate on July 7, 2021)
- 2. Review the approved communications strategy and make recommendations for improvement.
- 3. Assist, in an advisory capacity, Council and township staff on matters related to increased communication to residents.

ACHEIVEMENTS:

Goal #1: to create a flexible vision for long-term and evolving community engagement was completed in 2020 and removed from the CCAC Mandate on July 7, 2021.

Goal #2: CCAC reviewed the communications strategy at their meeting on September 14, 2021 and identified the following goals for completion in 2022:

- Increase confidential email list to 80% of households (approx. 1300 addresses). The current email distribution list has 806 subscribers.
- Encourage businesses to join the Township Community Directory on the Mulmur website
- Monitor Website and Social Media traffic and drive engagement to the website
- Encourage community feedback with a monthly newsletter question

 Reach out to community social media groups to receive permission to post directly on their social media pages

Goal #3: CCAC reviewed the communication plan for the Official Plan update at their May 31, 2021 meeting to identify potential gaps in communication and resident engagement.

RECOMMENDATIONS:

THAT Council receive the 2021 annual report on achievements from the Community Communications Advisory Committee.

Respectfully submitted,

Community Communications Advisory Committee



MINUTES ECONOMIC DEVELOPMENT COMMITTEE SEPTEMBER 16, 2021

Present: Chair Angela McMonagle

Vice-Chair Ruben Rindinella

Janet Horner

Jeanette McFarlane

Diana Morris

Roseann Knechtel – Secretary

Absent: Julie Pollock

1. CALL TO ORDER

The Chair called the meeting to order at 6:01 p.m.

2. APPROVAL OF THE AGENDA

Moved by Morris and Seconded by Horner

THAT the Agenda for September 16, 2021 be approved.

CARRIED.

3. MINUTES OF THE PREVIOUS MEETING

Moved by Horner and Seconded by Morris

THAT the Minutes dated July 26, 2021 be approved.

CARRIED.

- 4. DISCUSSION ARISING OUT OF THE MINUTES None
- 5. DISCLOSURE OF PECUNIARY INTERESTS None
- 6. ADMINISTRATION

6.1 Cycling Station Materials

Members reviewed the proposed benches, cycling racks and fix-it stations recommended by the Director of Public Works and Mulmur cycling groups. Installation is to be completed by the Public Works Department at the previously approved locations.

Moved by Rindinella and Seconded by McFarlane

THAT the EDC recommend the purchase of the Cassidy Backless Classic Benches (Black) for installation at all locations;

AND THAT the EDC recommend the purchase of the Park It Black Bike Racks (Black), 5 or 7 capacity, for installation at all locations;

AND FURTHER THAT the EDC recommend the purchase of the Deluxe Public Work Stand with Pump (Black) fix-it station for installation at the identified locations.

CARRIED.

6.2 Dufferin County Forest: Location, Materials and Approvals

Members reviewed the recommended location at the Dufferin County Forest Main Tract. Members agreed to install the following infrastructure:

Dufferin County Forest Main Tract: Cycling Stands: 1

Benches: 1 Fix-it Stations: 1

Approval from Dufferin County is still required. Infrastructure is to be ordered and will be installed upon obtaining the appropriate approvals.

Moved by Horner and Seconded by McFarlane

THAT the EDC seek approval from the County of Dufferin for the installation of cycling station infrastructure at the Dufferin County Forest Main Tract at the identified location;

AND THAT the EDC recommend the County consider adding portable washroom facilities in support of the cycling activities at the forest.

CARRIED.

6.3 Cycling Station Signage

Members discussed cycling signage options and agreed to move ahead with a pillar sign at each location which will include a Mulmur logo, bicycle etiquette, and map.

The Secretary will confirm the remaining budget at the next meeting following the purchase of cycling infrastructure. A draft pillar design and quote for materials are to be presented for approval at the next meeting.

6.4 EDC Workplan to Accomplish Mandate

Members reviewed the new mandate for the EDC and discussed creating a business recognition policy. Member will further discuss the workplan to accomplish their mandate at their next meeting.

7. INFORMATION ITEMS

- 7.1 NDCC Board of Management Decision
- **7.2** Rural Economic Development Program Intake (RED)
- **7.3** Resignation Letter

8. ITEMS FOR FUTURE MEETINGS

- **8.1** Dufferin County Forest Approval
- **8.2** Cycling Station Signage

- 8.3 Cycling Station Installation Update8.4 Annual Reporting to Council

9. **ADJOURNMENT**

Moved by Morris and Seconded by Rindinella
THAT the Committee adjourns the meeting at 6:55 p.m. to meet again on October 21, 2021 at 6pm, or at the call of the Chair.

CARRIED.





MINUTES

MULMUR-MELANCTHON FIRE BOARD Tuesday, September 21, 2021 at 7:00 p.m.

Present: David Besley, Chair – Melancthon Township

Ken Cufaro, Vice Chair - Mulmur Township

Earl Hawkins – Mulmur Township Mathew Waterfield – Fire Chief Heather Boston – Secretary

Absent: Darren White – Melancthon Township

Brendon Bogers – Deputy Chief

1. Call to Order – meeting was called to order by the Chair at 7:01 pm

2. 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.

3. Approval of the Agenda

Motion by: Cufaro/Hawkins

THAT the September 21, 2021, agenda for the Mulmur-Melancthon Fire Board be approved as circulated.

CARRIED.

4. Approval of Previous Meeting's Minutes – July 20, 2021

Motion by: Hawkins/Cufaro

THAT the Minutes of the Mulmur-Melancthon Fire Board dated July 20, 2021, be approved as copied and circulated.

CARRIED.

5. Finance

a) Accounts

Motion by: Cufaro/Hawkins

THAT the operating accounts as presented in the amount of \$41,311.63 be approved.

AND THAT the capital accounts as presented in the amount of \$6,761.63 be approved.

CARRIED.

6. Old/New Business

a) Use of Pumper by Fire Association (Verbal)

Motion by: Hawkins/Cufaro

THAT the Board recognize and appreciate the Honeywood Firefighters Associations fundraising efforts;

AND THAT by providing this service it increases the liability risks to the Township NOW therefore the Board prohibit the use of the Fire Department Tanker by the Honeywood Firefighter Association to fill pools.

	Yea	Nay
Councillor Hawkins	Υ	
Councillor Cufaro	Υ	
Councillor Besley	Υ	

CARRIED.

b) Shared Equipment Agreement with Dundalk Fire Department (Verbal)

Motion by: Hawkins/Cufaro

THAT the Board authorize the Fire Chief to enter into an agreement with the Dundalk Fire Department for the shared used of the hose testing machine.

CARRIED.

c) Dufferin County Grant - Repeater (Verbal)

Motion by: Cufaro/Hawkins

THAT the Board direct the Fire Chief to move the repeater from the Whitfield Tower to the new Honeywood Tower to improve radio communications;

AND THAT the approved County of Dufferin grant be utilized to cover a portion of the costs.

CARRIED.

d) General Fire Chief Update (verbal)

- Purchased auto extrication equipment
- SCBA's passed annual certification
- Mat completed various training courses

7. Correspondence - None

8. Adjournment

Motion by: Hawkins/Cufaro

THAT we do now adjourn a	t 7:45 pm to meet again or	n November 16, 2021 at 7:00 pm or at
the call of the Chair.		

CARRIED.

Chair	Secretary





JOINT RECREATION SUBCOMMITTEE September 22, 2021 9:00AM

Present: Darren White, Mayor of Melancthon

David Besley, Deputy Mayor of Melancthon

Janet Horner, Mayor of Mulmur

Earl Hawkins, Deputy Mayor of Mulmur Denise Holmes, CAO of Melancthon Tracey Atkinson, CAO of Mulmur

Sarah Culshaw, Treasurer of Melancthon Heather Boston, Treasurer of Mulmur Roseann Knechtel, Deputy Clerk of Mulmur

1.0 Call to Order

The meeting was called to order by Janet Horner at 9:09 a.m. The meeting was hosted using an electronic zoom platform. The next meeting will be Chaired by Darren White.

2.0 Approval of the Agenda

Moved by Hawkins and Seconded by Besley

THAT the agenda for September 22, 2021 be approved.

CARRIED.

3.0 Approval of Minutes

Moved by White and Seconded by Hawkins

THAT the minutes of July 9, 2021 be approved.

CARRIED.

4.0 Closed Session

Moved by Hawkins and Seconded by White

THAT the Joint Recreation Committee adjourn to closed session at 9:10 am 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)] one (1) matter regarding legal advice [239(2)(f)]

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

THAT the Committee receive the legal advice as presented.

CARRIED.

5.0 Administration

5.1 NDCC Risk Report and Draft Recreation Agreement

Mulmur Treasurer, Heather Boston presented the changes to the draft agreement. Members reviewed the agreement and recommending the following changes:

Amend # 17 - The Township of Mulmur shall have responsibility and authority over Human Resources and staffing.

ADD - The Board shall be responsible for the development of Standard Operating Procedures and policies for facility operations and programs as required for approval by each Township.

Amend #24 - The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.

Moved by White and Seconded by Besley

THAT the Joint Recreation Subcommittee support the proposed changes to the Recreation Agreement as presented and amended;

AND THAT the report, draft agreement and by-law be forwarded to the NDCC Board and the next meeting of each respective Council for consideration.

CARRIED.

- 6.0 Information Items
- 6.1 Council Motions: KPMG Management Letter
- 7.0 Items for Future Meetings
- 7.1 Recreation Coordinator Position
- 8.0 Meeting Adjournment

Moved by Hawkins and Seconded by White

THAT Council adjourns the meeting at 10:21 am and agree to meet again on October 12, 2021 at 10:30am or at the call of the Chair.

CARRIED.

Janet Horner, Mayor	Tracey Atkinson, Clerk



MINUTES MANSFIELD PARKS ADVISORY COMMITTEE SEPTEMBER 27, 2021

Present: Paul Greer

Earl Hawkins Mandy Little

Emerson Pendleton

Roseann Knechtel - Secretary

Absent: Zolton Potovszky

1. CALL TO ORDER

The Secretary called the meeting to order at 7:02 p.m.

2. APPOINTMENT OF A CHAIR

Moved by Hawkins and Seconded by Greer

THAT the Committee appoint Emerson Pendleton as Chair of the Mansfield Parks Advisory Committee for the remaining term of Council.

CARRIED.

3. APPROVAL OF THE AGENDA

Moved by Little and Seconded by Greer

THAT the agenda for September 27, 2021 be approved.

CARRIED.

4. DISCLOSURE OF PECUNIARY INTERESTS - NONE

5. ADMINISTRATION

5.1 Mansfield Parks Committee Mandate

The Committee reviewed the Council approved mandate presented in their package.

5.2 Mansfield Community Park

a) User Fees

Members discussed the current user fees and expressed the desire to maintain the current rates.

Members discussed the current upgrades to the Honeywood Ball Diamond and recommended the Ball Diamond be salvaged and further developed for future use by Mansfield Ball.

Moved by Pendleton and Seconded by Hawkins

THAT the Committee recommend the NDCC Board of Management consider running electricity to the Baseball Diamond for use by Mansfield Ball for the 2022 season.

CARRIED.

b) Maintenance Requirements

Members identified the following items for maintenance at the Mansfield Community

- Netting on top of batting cage (2021)
- Edge infield to address encroaching weeds
- Maintain a constant supply of toilet paper
- Ensure sanitation and regular cleaning of washrooms facilities.
- Clay for pitchers mound and home plate (supply at the diamond that they would use when required)

c) Future Park Improvements

The playground is no longer accessible as the previously used trail is no longer accessible. A walking path needs to be developed along the permitter of the outfield to support access and use of the playground. The Committee supports the current playground location.

Longer term improvements include maintaining the chain link fence, back stop, and lights.

d) 2022 Budget Requests

Moved by Greer and Seconded by Little

THAT the Committee reviewed the current user fee schedule and recommend the user fees stay unchanged;

AND THAT the Committee recommend the following maintenance items at the Mansfield Community Park: netting on top of batting cage, edge infield to address encroaching weeds, better washroom sanitation and supplies, and a clay supply at diamond:

AND THAT the Committee recommend the following items for future park improvements: update and maintain the chain link fence, backstop and lights;

AND FURTHER THAT the Committee recommend staff include the following items for the 2022 budget: two (2) picnic tables for installation at the playground and canteen, walking path/trail to the playground along the permitter of the outfield fence.

CARRIED.

5.3 Thomson Trail Park

- a) Maintenance Requirements
- b) Future Park Improvements
- c) 2022 Budget Requests

Members discussed the current park usage and possible development.

Direction given to secretary to create a survey for inclusion in the water bill, newsletter and website to see if there is interest in Mansfield for a community led outdoor ice rink for the 2021-2022 season.

Moved by Pendleton and Seconded by Hawkins

THAT the Committee recommend the following maintenance items at Thomson Trail Park: Upgrade and maintain the walking trail to address encroaching weeds;

AND THAT the Committee recommend the following items for future park improvements: Upgrade playground equipment;

AND FURTHER THAT the Committee staff include the following items for the 2022 budget: community outdoor ice rink, swing sets.

CARRIED.

5.4 Maes Crescent Park

- a) Maintenance Requirements
- b) Future Park Improvements
- c) 2022 Budget Requests

Members discussed the current park usage and possible development. Members want to focus on bringing Thomson Trail Park up to standard and maintain the Maes Crescent park as greenspace for the time being.

Direction was given to the secretary to include Maes Crescent Park in the water bill survey to see what residents want there.

Moved by Greer and Seconded by Little

THAT the Committee recommend the following maintenance items at Maes Crescent Park: tree maintenance

AND FURTHER THAT the Committee staff include the following items for the 2022 budget: signage at roadway.

CARRIED.

6. INFORMATION ITEMS

6.1 Recreation Efficiency Study

7. ITEMS FOR FUTURE MEETINGS

8. ADJOURNMENT

Moved by Pendleton and Seconded by Hawkins

THAT the Committee adjourns the meeting at 8:21 p.m. to meet again on February 28, 2022 at 7 p.m., or at the call of the Chair.

CARRIED.



NVCA August 2021 Board Meeting Highlights

Next Meeting: September 24, 2021, held virtually.

For the full meeting agenda including documents and reports, visit NVCA's website.

LID Stormwater Management Planning and Design Guide and Erosion and Sediment Control Guide for Urban Construction

The NVCA Board of Directors approved the use of two technical guidelines: the Low Impact Development Stormwater Management Planning and Design Guide and the Erosion and Sediment Control Guide for Urban Construction as technical references.

These guidelines compliment the current NVCA Stormwater Technical Guide which are used in the review and approval process related to stormwater management and land development.

Low Impact Development (LID)

LID, also known as green infrastructure, is a method of managing stormwater as close to the source as possible by mimicking the natural water cycle. The focus of LIDs is on capturing and storing rain where it falls, filtering it through the soil, and/or recharging groundwater. As lands continue to be developed and become more urbanized, more hard surfaces are created that increase the volume of runoff to local watercourses. This increase in runoff volume is exacerbated by the more intense and frequent weather events attributed to climate change.

LID techniques may include, but are not limited to, the following:

- green roofs
- bioretention swales
- soak-away pits
- filter strips
- permeable pavement
- grass channel
- dry swales

Erosion and Sediment Control (ESC)

Many changes to the landscape occur during the land development process including the removal of vegetation, stripping of topsoil and alterations to topography and drainage patterns. Without careful planning and oversight focused on minimizing these changes and mitigating their impacts, construction projects can have adverse impacts on adjacent and downstream watercourses and wetlands.

As many previously rural municipalities in Ontario undergo rapid urbanization and growth, the adoption of effective and innovative approaches to ESC is of paramount importance.

NVCA Asset Management Plan

The Board approved NVCA's 2021 Asset Management Plan.

The development of an asset management plan was an essential part of NVCA's ongoing liability and fiscal responsibility framework, as it guides the purchase, use, maintenance, and disposal of every asset NVCA needs in order to conduct business and reduce the NVCA's liability.

Preliminary Budget Guidance

The NVCA Board of Directors approved the preliminary budget guidelines to increase municipal levy by \$90,000.

This number was developed after considering factors like the COVID-19 pandemic, provincial transfer payment from the Ministry of Natural Resources and Forestry, insurance rates, staff retention and the board direction to replenish reserves to 25% - 30% of the operational budget.

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

September Board Meeting. The draft budget will be circulated to member municipalities after the September meeting for a 60-day review and consultation process. Staff will present to Municipal councils if requested during this time.

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

Pretty River Dyke Maintenance – Project Update

The Pretty River Dyke is a flood conveyance structure through the Town of Collingwood approximately 2.1 kilometres in length. It was built in the 1970's in response to historic flooding that occurred in the surrounding urban areas.

The floodway provides flood risk reduction to surrounding areas and is primarily owned by NVCA. It is currently generally in good visual condition but is generally lined with dense shrubs and trees.

A recent draft hydraulic update work completed for the Town of Collingwood identified that major vegetation removal works are needed within the floodway to reducing potential spills on the floodway the Timmins Storm.

The project will start in the Fall of 2021 and continue to 2022. After that, maintenance work is an activity that should occur on a regular basis.

NVCA and the Town of Collingwood are currently working on a plan to engage the public and key stakeholders about the maintenance project.



NVCA September 2021 Board Meeting Highlights

Next Meeting: October 22, 2021, held virtually.

For the full meeting agenda including documents and reports, visit NVCA's website.

Achieving Net Gains through Ecological Offsetting

Chris Hibberd, NVCA's Director, Watershed Planning Services gave a presentation on achieving net gains through ecological offsetting.

The Nottawasaga Valley watershed contains a diverse and interconnected system of natural features. Within this system, wetlands play an important role in terms of the services they offer to both humans and the natural environment. Some examples include:

- maintaining healthy drinking water
- providing flood and climate change mitigation functions
- providing diverse recreational opportunities
- ensuring that native plants and wildlife have the necessary space to thrive.

Population growth, and resulting urbanization, presents a challenge for the protection and enhancement of wetlands throughout the watershed.

NVCA has formalized an approach to ecological offsetting through the guidelines for Achieving Net Gains through Ecological Offsetting. This guideline aims to ensure that further losses of regulated natural heritage features within the Nottawasaga Valley watershed are highly limited and, where appropriate, met with equal or greater gains in area, value, and function.

It's important to note that by instituting a formal offsetting policy, NVCA is not promoting or supporting an increase in removal of wetlands and associated natural features throughout the watershed. The intention of this formal offsetting policy is to ensure that, moving forward, wetland offsetting is conducted using standardized criteria and metrics. To

accomplish this, natural features must be assigned a standardized value, and natural feature losses must be quantified on a project-specific basis.

The NVCA Board of Directors approved the guidelines in this board meeting. The approved guidelines can be found on the NVCA website.

NVCA Property Use Update

In early 2009 NVCA took possession of 73 acres of land within Town of New Tecumseth close to the village of Beeton. This land was donated to NVCA in hopes that it remains development free and provide eventual use by general public as a green space.

A local cash crop company has been leasing 36 acres of this land for agricultural purposes, with the lease ending in 2022. NVCA has determined the field would be best as a permanent greenspace through the planting of trees.

A total cost to plant was prepared by our forestry program of which realized ~ \$38,000. In late August a grant for a portion of the plant was approved by Tree Canada for \$24,000. The \$14,000 balance of the plant costs would come from available development offsetting funds.

NVCA 2022 Draft Budget

Sheryl Flannagan, NVCA's Director, Corporate Services gave a presentation on NVCA's Draft 2022 Budget in this board meeting.

This year's budget is accompanied by a program overview, which highlights the work that each program area does for the watershed.

The NVCA Board of Directors has approved the draft budget and program overview for circulation to municipalities for a 30-day review period. The final budget vote will be on December 10, 2021.

In the August 2021 board meeting, staff was directed to develop a draft budget with a \$90,000 increase to municipal levy. Through looking at three-year trends, eliminating one full-time position through attrition/retirement, finding savings through expenditures, and increasing potential revenues, staff are pleased to present a budget with an increase of \$89,768 to the general levy, below the approved guideline.



MEDIA RELEASE

FOR IMMEDIATE RELEASE

NVCA looking for landowners and volunteers interested in tree planting projects

Want to get involved in greening the Nottawasaga Watershed this spring by planting trees?

UTOPIA, Ontario (September 15, 2021) – Every year, the Nottawasaga Valley Conservation Authority (NVCA) provides grants to help landowners plant between 100,000 to 250,000 trees to help restore the Nottawasaga Watershed.

NVCA is now looking for interested landowners and volunteers to help plant trees for Spring 2022. To be eligible, projects must include over 100 trees planted three to five metres apart. Grants range between 50% -100% up to \$1,000 for eligible plantings. Special funding is available for areas along streams and wetlands and windbreaks. For properties over 2.5 acres, NVCA's forestry staff offers large-scale tree planting services.

The best time to plant trees is in the Spring. To ensure a good selection of species, NVCA recommends reserving trees early in the fall before the year they are planted. Depending on the size of the project, trees can be planted by the landowner, or NVCA staff can help arrange a volunteer group to help for a great day of planting.

"I can't say how much we've been missing our amazing volunteers!" said Shannon Stephens, NVCA's Healthy Waters Coordinator. "Typically, we have over 2,000 volunteers and landowners help on habitat and water quality projects, but the COVID-19 pandemic has greatly reduced the volunteer restoration days. We're hoping to have a great green Spring in 2022 and welcome all our volunteers back."

Interested landowners and volunteers can contact Shannon Stephens at 705-424-1479 ext. 239 or sstephens@nvca.on.ca for further details.

Tree planting and other watershed restoration projects are made possible by the support of the Nottawasaga Valley's 18 member municipalities, and the generous support of Environment Canada, Trillium Foundation, TD Friends of the Environment, World Wildlife Federation, volunteer groups, and many other wonderful donors.

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

Media contact: Maria Leung, Communications Coordinator 705-424-1479 ext.254, <u>mleung@nvca.on.ca</u>



MEMO

To:

Council

From:

John Willmetts

Date:

September 28, 2021

Re:

Phragmite Control

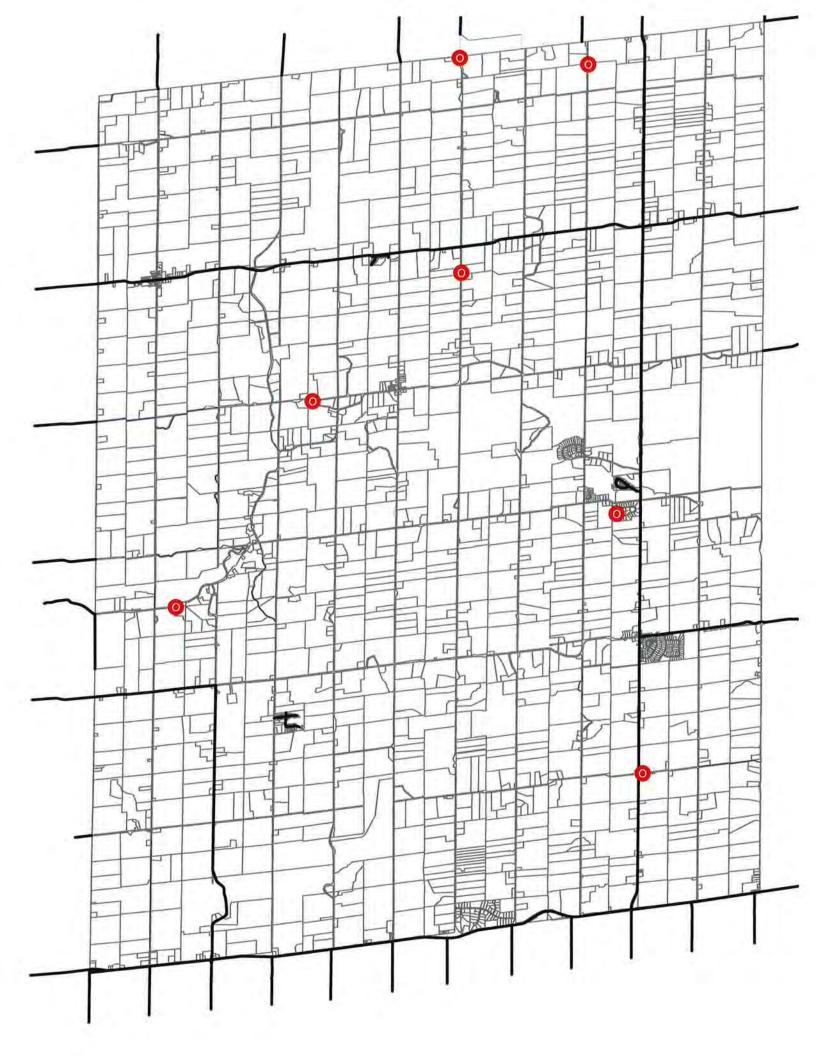
The annual spraying of Phragmite will take place on Friday Oct. 1, 2021.

See map attached showing areas.

Respectfully submitted,

John Willmetts

Director of Public Works.





MEMO

To: Council

From: Heather Boston, Treasurer

Date: September 21, 2021

Re: NDCC Architectural/Engineering for Design

In April, both Melancthon and Mulmur Council's passed a motion to approve Option D, subject to grant availability and to move forward with an RFP to engage architectural/engineering for design.

Staff contacted Sierra Planning to discuss the next steps and they provided a detailed letter that recommended the next steps and is attached to this memo.

Their letter informed us that a full design would cost around \$225,000-\$300,000. They recommended taking the design-build route and starting off with a conceptual design which would only cost \$40,000 - \$50,000.

Therefore, we were able to follow the Township of Mulmur's procurement by-law for goods or services under \$50,000 which requires us to obtain three written quotes.

The Township's received three quotes and awarded it to the lowest quote from Dickinson & Hicks which was \$18,500.

Respectfully submitted,

<u>Heather Boston</u>

Heather Boston, CPA, CA, CGA, Treasurer



May 25, 2021

Sent via email

206 Laird Drive, Suite 200 Toronto, Ontario M4G 3W4 T: (416) 363 4443 F: (866) 895 5925 www.sierraplan.com

Ms. Darlene Munro Financial Analyst Township of Mulmur 758070 2nd Line East Mulmur, ON L9V 0G8

RE: North Dufferin Community Centre (NDCC)

Next Steps in Implementation of Option D

Dear Ms. Munro:

Further to your request for an outline of fees in relation to the next steps involved in implementing the proposed expansion of the NDCC, the following provides information in that regard. It is understood that the Township of Mulmur and Township of Melancthon are seeking capital grant support for the project through the recently announced Green and Inclusive Community Buildings Program.

IMMEDIATE NEXT STEPS — SITE ASSESSMENT

Given that this involves an expansion to an existing building (arena) as well as the demolition of the two-storey front building, it is essential that the Townships undertake necessary due diligence to confirm the engineering and construction feasibility of Option D. This includes an intrusive assessment of the building – structure, systems and materials. Work to date has included a visual inspection of the facility and review of previous reports.

Examples of additional work likely to be necessary include hazardous materials assessment and remediation plan for any impacted materials as part of the demolition; environmental assessment; regulatory compliance for ice plant, etc.

In addition, necessary geotechnical analysis will be required to appreciate the ground conditions necessary for foundation work related to the expansion. If not currently in place, a detailed topographical survey is warranted.

PROJECT MANAGEMENT

Project Management services are required in order to scope, execute and report the above services on behalf of the Townships. The costs of the necessary technical due diligence described above are at the account of the Townships. Sierra Planning and Management charges fees in addition to manage both the process of selecting



Page 2

Township of Mulmur May 25, 2021

consultants, describing scope of services, maintaining schedules and ensuring that reports are provided and interpreted.

Project Management services also then extend to the design and project delivery stages wherein Sierra Planning and Management would prepare Requests for Proposals (RFP) to select a prime architectural consultant or undertake and RFP for a design-build contractor. In the case of a design-build arrangement, it will be necessary to develop design specifications prior to creating an RFP to which contractors respond.

CHOICE OF DESIGN AND DELIVERY

<u>Design-Build</u>

Addressing firstly a design-build contract as that may be the more readily appropriate approach assuming that the renovation is relatively straightforward, this involves developing design specifications.

With the feasibility study complete, Schematic / Concept Design would include the finalization of project requirements, precedent research and final confirmation of the functional space program. The analysis will include zoning and building code issues that may affect the development of the project. With respect to the space program, the project management team including the project manager, an architect (in our case WGD Architects) and the Townships then establish the specific size, location, and relationships between all the spaces that are approved to be included in the expansion. Room finishes will be described as will mechanical, structural and electrical requirements in an outline specification form suitable for a Design-Build tender. Building elevations will be prepared indicating expected materiality and overall massing.

The cost of this **design** work could be in the order of \$40,000 to \$50,000. The balance of design work is undertaken by the design-build team.

This material forms part of an RFP for design-build services.

An example of contract provisions for design-build can be found here: https://www.ccdc.org/document/ccdc14/

Traditional Design-Bid-Build

A more traditional approach is for an architect (referred to as the prime consultant) to be employed by the Townships to design the building project, issue construction tender-ready documents, confirm capital costs (Class C, Class B and Class A costs at the time of construction tender) and work with the townships to award construction contracts to a general contractor.

In this approach, design services would involve a significant contract with an architect (prime consultant) in which design develops from concept (current feasibility study) to Schematic Design (including Class C costs), Design Development (Class B costs) and Construction Documents (Class A costs). Services include management of the construction bidding process, followed by construction contract administration. In this circumstance, the



Page 3

Township of Mulmur May 25, 2021

work of the prime consultant negates some of the need for a project manager, unless the townships require an outside resource to help manage their workload and relationship with the architect and the project as a whole.

Details of each stage are listed below:

In **Design Development** the architect and owner will work together to select materials including interior finishes and products such as windows, doors, fixtures, appliances, etc. The architect will revise the drawings with more specificity and detail than in Schematic Design. Engineering will commence on the structure, plumbing, electrical, heating / ventilation systems, energy analysis, and any other project specific system. At the end of Design Development, a good deal of product selection and system design would be progressing. This phase concludes when the interior and exterior design of the building is locked in by the owner and the architect.

The **Construction Document** Phase follows. In the Construction Document Phase, the architect and engineers finalize all the technical design and engineering. Multiple sets of drawings will be produced suitable for Building Official approvals, and ultimately for tender and construction purposes. A Class 'B' and 'A' costing will be required, as will Construction Documents for site engineering and landscape design.

Bidding / Tender will follow, with the architect assisting the owner in selecting a list of qualified bidders. The architect will answer all questions during a tender period. Upon closing the architect will provide a recommendation to the owner.

Upon award, the architect will begin **Contract Administration services**, which will include regular site review and reporting, management of contractual matters such as site instructions, change orders, and payment certification.

At the end of the project the architect will perform fundamental commissioning and receive from the contractor as built drawings and manuals.

The standard contract provided by the Ontario Association of Architects utilizes a percentage of construction cost approach to defining fees. The standard contract is available here: OAA Contract

For Option D as presently costed, this could likely be in the \$225,000 - \$300,000 range in fees. Accordingly, this approach necessitates that capital funding is in place before a full commitment to design is made.

Managing Risk

Please refer to the explanation of different methods of design and construction at the rear of this letter. The choice of method should hinge on the degree to which uncertainty in both scope of work and pricing needs to be factored into the project. Where a project is a complicated as with a demolition, renovation, retrofit project, there are risks to process, timing and costs.

Mitigation of this risk can be achieved through various ways including the adoption of a more involved and collaborative relationship between the municipal team and the selected contractor. Examples of this approach include a) the construction management approach which often works well with the traditional design approach





Township of Mulmur May 25, 2021

and b) Integrated Project Delivery which is sometimes an evolution of a design-build contract into a more collaborative arrangement including the municipality, architect, any project manager and the general contractor.

PROJECT MANAGER

A project manager is necessary to advance the project to the point of selecting the method of delivery – either via a traditional design-bid-build approach or a design-build approach. This means managing the next steps in due diligence and executing the RFP process to develop the terms of reference, RFPs and assist the township in making proponent selections.

In terms of a project management budget, we would recommend an allocation of \$60,000 (approx. 240 hours) for project management to manage the next stage due diligence, RFP preparation and selection of either prime consultant (architect) or design-build group.

Due diligence studies would need to be further scoped to develop an estimate of fees, but we would suggest an allocation of \$100,000 to cover this range of services as outlined: environmental, survey, geotechnical; building condition assessment.

If a design-build approach is ultimately used, add another \$40,000 to \$50,000 for design specifications work.

If the Townships choose to engage an architect for full design services rather than a design-build approach, the townships could hire an architect to manage everything as prime consultant with the necessary cost additions for those due diligence items that architects will be prepared to manage, factored in.

The choice of approach can be expected to be informed by the outcomes of the next stage due diligence.

Yours sincerely,

SIERRA PLANNING AND MANAGEMENT

Jonathan Hack, MA, CMC, MCIP, RPP, PLE

Director

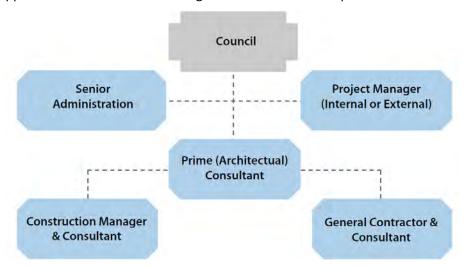
PROJECT DELIVERY MECHANISMS COMPARED

The Traditional Public Procurement Approach

Under the traditional approach, the public sector owner of the facility separates out the components of project design, construction, and delivery, through one or more design development contracts, and a series of construction tenders, managed by a project manager contracted by the municipality.

With respect to the process to design and delivery of the facility under the Traditional Public Procurement approach, this is most appropriately one of two traditional approaches: 1) Construction Management Contract or a Stipulated Sum General Contract. There are other variants of these approaches that involve Cost-plus contracts, guaranteed maximum price contracts and other more integrative project delivery models (IPDs).

The following illustrates, in general terms, the reporting relationship for the abovementioned construction approaches – Construction Management Contract and Stipulated Sum General Contract.



Construction Management Approach

Construction Management is a collaborative relationship in which the qualifications of the Construction Management firm (often these firms are part and parcel of broader construction firms) are of critical importance. Significant reliance is placed on the Construction Management firm to bring the project in on schedule and budget.

A Construction Management contract can help overcome the inherent price uncertainty created by complicated sites or projects, especially detailed renovation projects, by establishing a maximum upset price (which will factor in contingencies to mitigate the degree of uncertainty in setting the maximum price).

Stipulated Sum Approach (General Contractor)

If this is the chosen approach it is characterized in the following way:

The contract is between the Owner and Contractor;

- The Prime Consultant is retained by the Owner (as described above) and creates the detailed, construction tender-ready design plans;
- The Prime Consultant then acts as an impartial, fair mediator of the construction contract between the Owner and the Contractor during the construction period.

This approach is based on established plans and budgets and does not, inherently, factor in uncertainty in the process. Necessary changes are taken on board through change orders. This is typically a model for projects which have less inherent uncertainty in pricing and scope.

Design-Build Options

Design-Build services comprise a turnkey design and development option. As such they are particularly useful for simpler projects and are based on a guaranteed maximum price. Where there is a greater degree of complexity or uncertainty, such as in a renovation, a design-build project can involve a greater degree of collaboration in design planning between the owner and the constructor, also referred to as Integrated Project Delivery. It represents an alternative to the construction management approach under the traditional public procurement method.



MEMO

To: Council

From: Roseann Knechtel, Deputy Clerk

Date: October 6, 2021

Re: Dufferin PSB Submission

At their meeting on August 4, 2021 Council passed the following motion:

Moved by Cufaro and Seconded by Boxem

THAT Council receives the letter from the Town of Grand Valley;

AND THAT Council receives the motion of recommendation from Mulmur's Police Services Board;

AND THAT Council express their support for the Town of Grand Valley's proposal to the Office of the Solicitor General regarding the Dufferin OPP Detachment Board Composition;

AND FURTHER THAT Council authorizes the Town of Grand Valley to submit the proposal as presented on behalf of the Township of Mulmur. **CARRIED.**

On September 15, 2021, The Town of Grand Valley submitted a proposal for the Dufferin OPP Detachment Board Framework to the Office of the Solicitor General on behalf of all Dufferin County municipalities.

Respectfully submitted,

Roseann Knechtel

Roseann Knechtel, Deputy Clerk

Ministry of Municipal Affairs and Housing

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

Ministère des Affaires municipales et du Logement

Bureau du ministre 777, rue Bay, 17e étage Toronto ON M7A 2J3 Tél.: 416 585-7000



234-2021-4356

September 29, 2021

SUBJECT: Expiry of Temporary Regulations (130/20 and 131/20) Limiting Municipal Authority to Regulate Construction Noise

Dear Head of Council:

As you may know, as part of the Province's measures to respond to COVID-19, in April 2020, our government introduced temporary limits on municipal authority to regulate noise from construction to help support expedited construction of healthcare and other projects. I am writing to update you that **these changes are scheduled to expire on October 7, 2021.**

The temporary measures have supported construction of critical healthcare-related infrastructure, while helping to protect the health and safety of construction workers throughout the pandemic.

From October 7 onwards, municipalities will again have the authority to regulate construction noise in their communities at all times of day and night. Should there be priority projects that a municipality wishes to help expedite, as before, municipalities can explore addressing those projects through their local noise bylaws. If your municipality has any questions on these changes, I would encourage you to contact your local Municipal Services Office.

Thank you for your continued support and collaboration throughout the COVID-19 emergency. I look forward to continuing to work together to support Ontario's communities.

Sincerely,

Steve Clark

Minister of Municipal Affairs and Housing

Flew Clark

c: The Honourable Monte McNaughton, Minister of Labour, Training and Skills
Development
Municipal Chief Administrative Officers and Clerks
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing
Brian Rosborough, Executive Director, Association of Municipalities of Ontario

NEWS RELEASE

Ontario Providing Additional Support for Youth Addictions Treatment and Recovery

September is Recovery Month Across Ontario

September 27, 2021

<u>Health</u>

MULMUR — The Ontario government is investing over \$4.2 million in additional funding annually to support the expansion of 30 new youth treatment beds for Pine River Institute's mental health and addiction treatment program for youth. This will help to address the demand for mental health and addictions supports and services for youth and families across Ontario.

"The devastating impacts of mental health and addiction challenges are felt by people of all ages, and we are committed to ensuring every Ontarian has access to the safe and effective supports they need, no matter their age or where they live," said Christine Elliott, Deputy Premier and Minister of Health. "Investing in youth mental health and addictions services like those offered at Pine River Institute is just one way our government is continuing to build a modern, connected mental health and addictions system that meets the unique needs of all Ontarians."

Pine River Institute is a not-for-profit facility for youth aged 13-19 living with addictive behaviours and often other mental health challenges. Youth and their families have tailored, individualized plans that combine therapy, a structured environment and life skills with an educational program, and are grounded in best practices for addiction treatment for youth and based on their developmental needs. This investment brings the total number of youth treatment beds at Pine River Institute to 59 and will ensure the dedicated team of health care workers and staff have the resources and tools they need to provide high-quality care to even more patients.

"This September is Ontario's first Recovery Month and our government's critical investments to expand mental health services is an important step to address urgent gaps in mental health and addictions care, reduce waiting lists and address extensive wait times," said Michael Tibollo, Associate Minister of Mental Health and Addictions. "Through the expansion of Pine River Institute's addiction treatment centre, youth living with addiction challenges will have better access to high-quality supports that meet their unique needs, in a specialized setting where they are cared for and fully supported."

This funding is part of the \$32.7 million to expand addictions services and the \$175 million investment announced in the 2021 Budget under the Roadmap to Wellness, an increase of \$525 million in annualized funding since 2019-20, to implement expanded services for children and youth, justice-related services, mobile crisis teams, supportive housing and programs supporting at-risk populations.

The government's commitment to expand mental health services will help address gaps in care and reduce wait times to improve access to care across the province.

"I am very pleased to see Pine River Institute expand its services for residential addictions treatment for youth," said Dufferin-Caledon MPP Sylvia Jones. "This new dormitory was a project of the Pine River Foundation with generous donations, and because of the operational funding from the province, we have new beds to help youth with their recovery from addiction. It's a great example of a partnership between private donations and government investment."

Quick Facts

- This September is Ontario's first Recovery Month.
- This investment is part of the government's commitment to invest \$3.8 billion over 10 years to implement Roadmap to Wellness, Ontario's comprehensive plan to build a modern, connected and high-quality mental health and addictions system centred around the needs of individuals and their families.
- In response to the COVID-19 outbreak, the province has invested up to \$194 million in one-time emergency funding for mental health and addictions services, including virtual supports which have been accessed by more than 101,000 Ontarians.

- Ontario is also investing \$23.6 million to support internet-based Cognitive Behavioural Therapy, which has been
 accessed by over 58,900 Ontarians since the province launched this program during the COVID-19 pandemic, including
 over 6,100 health care workers.
- The Ontario government is investing \$2.5 million in Breaking Free Online, an innovative therapy tool that makes it faster
 and easier for Ontarians to access safe and effective addictions supports. Ontarians can register at
 www.breakingfreeonline.ca and have free access to programming and resources for two years. Mental health and
 addictions service providers, such as counselors and therapists, can also register their patients for this service to
 complement their addiction treatment program.
- Visit <u>COVID-19</u>: <u>Support for People</u> to find information about the many available, confidential and free mental health and addictions services and supports for Ontarians of all ages.

Quotes

"Pine River has consistently had a waitlist that far exceeds our capacity. The pandemic has shone a light on the growth of addiction and mental health concerns, generally and with youth in particular. And we know that the post-pandemic world will likely see even more adolescents struggling with these issues. This investment could not be more timely."

- Vaughan Dowie Chief Executive Officer, Pine River Institute

"Tackling the stigma around addiction and substance use has never been more important: every one of us has a role to play as citizens of Ontario. We need to continue to scale up services and supports across the spectrum of addiction and substance use care, like those announced today, to create a system that works for everyone. It is essential to pandemic recovery."

- Adrienne Spafford Chief Executive Officer, Addictions and Mental Health Ontario

Additional Resources

- Ontario Expanding Support for Addictions Treatment Throughout the Province
- Ontario Expanding Mental Health Services for Children and Youth
- For people under 18, you can visit <u>Resources Around Me</u> to locate child and youth mental health services in your area. You can also visit Ontario's <u>website</u> to find mental health supports for children and youth under the age of 18. Information is also available on our <u>Health Care Options web portal</u>.
- <u>Learn</u> about opioids and how to reduce the risk of overdose.
- Visit Ontario's <u>website</u> to learn more about how the province continues to protect Ontarians from COVID-19.
- For public inquiries call ServiceOntario, INFOline at 1-866-532-3161 (Toll-free in Ontario only)

Related Topics

Government

Learn about the government services available to you and how government works. <u>Learn more</u>

Health and Wellness

Get help navigating Ontario's health care system and connecting with the programs or services you're looking for. <u>Learn more</u>

Media Contacts

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media.moh@ontario.ca 416-314-6197

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2021 Division Road North Kingsville, Ontario N9Y 2Y9 Phone: (519) 733-2305 www.kingsville.ca kingsvilleworks@kingsville.ca

October 1, 2021

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

Dear Premier:

RE: KINGSVILLE COUNCIL SUPPORT OF SAVE EYE CARE IN ONTARIO

At its Regular Meeting held Monday, September 27, 2021 Council of the Town of Kingsville passed a Resolution in support of Save Eye Care in Ontario as follows:

"580-2021

Moved By Councillor Laura Lucier Seconded By Councillor Thomas Neufeld

Whereas routine eye care is critical in early detection of eye diseases like glaucoma, cataracts, and macular degeneration, and the health of eyes is critical to overall health and quality of life; and

Whereas conditions that may be detected with an annual eye exam include Diabetes mellitus, Glaucoma, Cataract, Retinal disease, Amblyopia (lazy eye), Visual field defects (loss of part of the usual field of vision), Corneal disease, Strabismus (crosses eyes), Recurrent uveitis (an inflammation of the uvea, the middle layer of the eye that consists of the iris, ciliary body and choroid), Optic pathway disease; and

Whereas payments from OHIP have only increased 9% over the last 30 years, which has not come close to matching inflation of costs (which include rent, staff, utilities, equipment, taxes and supplies); and

Whereas the lack of funding makes it difficult to invest in modern technology, and newer technology means earlier detection of eye disease; and

Whereas the Provincial government's refusal to formally negotiate with Optometrists for more than 30 years has forced the Optometrists to absorb approximately 173 Million dollars annually in the cost to deliver eye care to Ontarians; and

Whereas the 2021 Ontario Budget did not address OHIP-insured eye care, Ontario Optometrists took action and voted to withdraw OHIP services starting September 1, 2021, unless the government agrees to legally-binding negotiations to fund these services at least to the cost of delivery; and

Whereas this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups. Children, who's lifetime ability to learn and develop depends on good vision and to the elderly, who are at the greatest risk for vision-threatening ocular diseases.

Now Therefore Be It Resolved that The Corporation of the Town of Kingsville requests that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and further

That the Provincial government address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place; and further

That a copy of this resolution be forwarded to Premier Ford, Ontario Minister of Health Christine Elliot, MPP Taras Natyshak, to the Ontario Association of Optometrists, and to all municipalities in Ontario.

CARRIED"

Yours very truly,

Sandra Kitchen, Acting Clerk Legislative Services Department skitchen@kingsville.ca

Sandra Litchen

Enclosure

cc: Honourable Christine Elliott, Ontario Minister of Health Taras Natyshak, MPP, Essex Chris Lewis, MP, Essex

Ontario Association of Optometrists All Ontario Municipalities

THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. ___ - 21

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, County of Dufferin. (Housekeeping Part 1)

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 Council hosted an electronic public meeting on September 1, 2021;

AND WHEREAS Council is satisfied that Notice 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 proposed amendments are appropriate and in accordance with the Official Plan in effect at the time, as well as applicable Provincial policies and plans;

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

- 1. Section 3.3.4, Garden Suites, is amended by deleting subsection i), and renumbering the remainder of the section.
- 2. Section 3.4 is amended by removing the row including "swimming pools and pool circulating or pumping equipment.
- 3. Section 3.2.6 is amended by adding the following at the end of the section:

No swimming pool, water circulating or pumping equipment shall be located within 1.5 metres to any lot line.

4. Section 3.8, Livestock and Minimum Distance Separation is amended by adding the following section following the second paragraph:

MDS shall not apply to a new dwelling on an existing vacant lot that can not meet MDS.

5. Section 3.15 shall be deleted in its entirety. The remainder of the section shall be renumbered.

- 6. Section 3.2.2, 3.2.3, 3.3.10, 4.1.3.20, 4.2.3.10, 4.5.1ii, 4.10.2.1 xiii are amended by adding "gross" before "floor area" except where it is used as "ground floor area"
- 7. Section 3.3.10 is amended by replacing "building floor area" with "gross floor area"
- 8. Section 4.1.3.8 is amended by replacing "combined floor area" with "gross floor area"
- 9. "Total floor area" shall be replaced with "gross floor area" in all instances where it appears.
- 10. "Maximum floor area" shall be replaced with "maximum gross floor area" in all instances where it appears.
- 11. "Minimum floor area" shall be replaced with "minimum gross floor area" in all instances where it appears
- 12. "Habitable floor area shall be replaced with "gross floor area" in all instances where it appears.
- 13. The definition for Gross Floor Area shall be amended by adding the following at the end of the definition:

"Where a wall is shared with excluded floor areas, the calculation should be measured to the exterior of such shared wall."

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 Local Planning Appeal Tribunal.

READ A FIRST, SECOND and THIRI 2021	DITIME, and finally passed this 6th day of October,
JANET HORNER, MAYOR	TRACEY ATKINSON, CLERK



THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. ____ - 2021

BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MULMUR TO ENTER INTO A SITE PLAN (MANSFIELD SKI CLUB)

WHEREAS Section 41 of the Planning Act, 1990 provides for 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 plan have been submitted for lands described as MULMER CON 6 E PT LOTS 15 16 17 PT RD ALLOW PLAN 86 PT BLK B PLAN 7M4 PT BLKS 19 AND 20 RP 7R2240 PART 1 RP 7R455 PARTS 1 AND 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. That the Township's solicitor is hereby authorized to register the agreement against the title of the lands to which it applies.

PASSED on this 6 th day of OCTOBER 2021.	
JANET HORNER MAYOR	TRACEY ATKINSON CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

MANSFIELD SKI CLUB INC. and 1414183 ONTARIO INC.

(collectively the "Owner")

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MULMUR

("Township")

Party of the SECOND PART

WHEREAS Mansfield Ski Club Inc. and 1414183 Ontario Inc. warrants that they are the owner in fee simple of the lands described in **SCHEDULE** "A" attached hereto ("**Subject Lands**");

AND WHEREAS the Owner desires to develop the Subject Lands by constructing a total of 48 Accommodation Units, representing the first of two proposed phases, together with personal business units and various appurtenances thereto, ("**Facility**") in accordance with the plans listed in **SCHEDULE "B"** attached hereto;

AND WHEREAS the Owner desires to alter the grade of the existing ski hill on the Subject Lands ("**Ski Hill Grading**") in accordance with the plans listed in **SCHEDULE "B"** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to By-law No. 21-18, being the Site Plan Control By-law of the Township passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended;

AND WHEREAS the Township requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the proposed Facility on the Subject Lands;

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

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

DEFINITIONS

- 1. (a) "Accommodation Unit" shall mean a dwelling unit that is only used for vacation purposes and is not used for year-round habitation. An Accommodation Unit does not form a principal dwelling.
 - (b) "Building Permit" means a Building Permit issued pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23.
 - (c) "Chief Building Official" shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the County pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23.
 - (d) "County" shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
 - (e) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation and associated grading. "Developed" shall have a corresponding meaning.
 - (f) "Entrance Permit" shall mean a permit, issued by the Township pursuant to its Road Entrance Policy, dated October 3, 2006, for any proposed means of access or egress between the Subject Lands and the Township's roads.
 - (g) "Facility" shall mean the 48 Accommodation Units comprising Phase 1, together with personal business units and various appurtenances thereto, to be constructed on the Subject Lands, as shown on **SCHEDULE "B"**.
 - (h) "Owner" shall mean Mansfield Ski Club Inc. as well as **1414183** as well as any and all subsequent owners of the Subject Lands, the Facility or any part of either.
 - (i) "Phase 1" shall mean 48 Accommodation Units and all appurtenances thereto, which are shown collectively phases 1A, 1B and 1C on the phasing plan contained in **SCHEDULE "B"**.
 - (j) "Phase 2" shall mean 45 Accommodation Units and all appurtenances thereto, which are shown collectively phases 2A, 2B and 2C on the phasing plan contained in **SCHEDULE "B"**.
 - (k) "Ski Hill Grading" shall mean the alteration of the grade of the existing ski hill on the Subject Lands as shown on **SCHEDULE "B"**.
 - (l) "Subject Lands" shall mean and include all lands upon which the Facility is developed pursuant to this Agreement and as described in **SCHEDULE** "A" attached hereto.
 - (m) "Township" shall mean the Corporation of the Township of Mulmur, and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
 - (n) "Works" shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE** "B"

hereto, and the component parts of the above systems. Without limiting the generality of the foregoing, the Works shall include the Ski Hill Grading.

SCHEDULES

2. The following are the Schedules attached hereto and incorporated in this Agreement and deemed to be a part hereof:

SCHEDULE "A"

Legal Description of Subject Lands
SCHEDULE "B"

Site Plan Drawings
Form of Letter of Credit
Regulations for Construction
Insurance Requirements

The original drawings for **SCHEDULE "B"** are filed with the Clerk of the Township.

EXECUTION, REGISTRATION AND CERTIFICATION

- 3. (a) The Owner shall, at the time of execution of this Agreement by the Owner, provide the Township with an opinion letter, directed to the Township and signed by an Ontario Solicitor in good standing, certifying that the Mansfield Ski Club Inc. and 1414183 Ontario Inc. are the sole owners of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
 - (b) The Owner hereby consents to the registration at the Owner's expense of this Agreement against the title to the Subject Lands, and agrees to provide to the Township, prior to execution of this Agreement by the Township, a legal description of the Subject Lands in registrable form.
 - (c) The Owner hereby agrees to provide to the Township, prior to the execution of this Agreement by the Township, a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement. For certainty, an easement or right of way is not considered an encumbrance for the purpose of this Agreement.
 - (d) The Owner covenants and agrees to pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Township executing this Agreement:
 - (i) payment of all outstanding municipal taxes, if any;
 - (ii) payment of all legal, planning and engineering fees as invoiced by the Township to date and subject to sections 24 and 25 of this Agreement;
 - (iii) provision of a Performance Guarantee in the amount of \$100,000.00 in accordance with the terms of subsection 16(a) of this Agreement, and SCHEDULE "C";
 - (iv) provision of the insurance details as set out in section 20 of this Agreement and **SCHEDULE "E"**.
 - (e) Subsequent to execution of this Agreement, the Owner shall within thirty days of said execution, register this Agreement against title to the Subject

Lands, together with registration of postponement agreements (if any), and shall deliver to the Township a Certificate of Title signed by an Ontario Solicitor in good standing certifying that this Agreement and the Postponement Agreements, (if any) have been registered on title to the Subject Lands, and that this Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Township and its solicitor.

- 4. (a) The Owner covenants that it shall not commence any Development or site alteration on the Subject Lands whatsoever, until:
 - (i) this Agreement and any Postponement Agreement(s) as set out in subsection 3(c) have been executed and registered on title to the Subject Lands;
 - (ii) the necessary permits and authorizations, including any Building Permit and/or any other applicable approvals, licenses or permits have been obtained by the Owner from the appropriate authorities having jurisdiction;
 - (iii) the Performance Guarantee as set out in section 16 has been lodged with the Township; and
 - (iv) **SCHEDULE "B"** has been approved by the Township.
 - (b) The Owner agrees that prior to the issuance of any Building Permit(s) for the Subject Lands, the Owner shall:
 - (i) pay all development charges to the Township in accordance with the *Development Charges Act*, 1997, S.O. 1997, c. 27 and the Township's Development Charges By-law No. 30-19 as amended or replaced;
 - (ii) make a payments of \$1,500 per unit in respect of cash in lieu of parkland dedication, in accordance with the Township's Parkland Dedication By-law No. 41-18.
 - (c) In the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of section 3 and subsections 4(a) and/or (b) of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and suspend the approval granted to the Facility under s. 41 of the *Planning Act*. The Township may, at the expense of the Owner, register notice on title to the Subject Lands of the termination and/or suspension of this Agreement.

SITE PLAN DEVELOPMENT AND USE

5. (a) The Township hereby approves **SCHEDULE "B"** as to onsite matters. The Owner covenants and agrees that the Subject Lands shall only be developed in accordance with **SCHEDULE "B"**, the terms of this Agreement and any other plans filed with and approved by the Township as part of the approval process for the Facility and the Works. The Facility and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, the Schedules hereto and all applicable approvals, permits and authorizations.

- (b) Notwithstanding anything else in this Agreement, it is acknowledged and agreed that the approval granted by the Township and set out in this Agreement pertains to Phase 1 only. The Owner acknowledges that elements of the proposed Phase 2 are shown on SCHEDULE B for illustration purposes only and that Phase 2 has not been approved by the Township. The Owner Acknowledges and agrees that the construction of the buildings comprising Phase 2 shall not be permitted unless and until a further application under section 41 of the *Planning Act* to authorize Phase 2 has been approved and any associated conditions of approval have been complied with. It is specifically agreed that nothing in this Agreement or any of the Schedules hereto shall predetermine or fetter the discretion of the Township, its staff, consultants or Council in the consideration of any such further application.
- (c) Further to the preceding subparagraph, the Owner acknowledges that the design of the wastewater treatment system has not received the approval of the Township Engineer for the anticipated flows from Phase 2. The Owner further acknowledges that, based on current information, the Township Engineer will recommend as a condition of site plan approval for Phase 2 that either a) the Owner obtain approval of an amendment to the Environmental Compliance Approval issued on August 9, 2021 ("ECA") such that the daily sanitary sewage design flow of 135,050 litres per day can be accommodated either without limitation of the maximum discharge to the Pine River, or b) the Owner include storage tanks in the design so that there is no reliance on contingency planning as currently included in the Technical memorandum that is referenced in Schedule A of the ECA document. The Parties acknowledge that it is open to the Owner to present data and analysis in support of other options, as part of an application for site plan approval for Phase 2, for the consideration of the Township Engineer and Township Council.
- 6. (a) The Owner specifically acknowledges that the Township's approval of **SCHEDULE "B"**, and the execution of this Agreement by the Township have been undertaken in reliance on the use of dwelling units in the Facility as Accommodation Units in accordance with the Township's Zoning Bylaw, as amended by By-law 44-2019.
 - (b) The Owner further covenants and agrees that the Facility and the Works shall only be used in compliance with the Township's Zoning By-law, as amended and/or varied, and all other by-laws of the Township. The Owner covenants that no buildings, structures, other facilities, works, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement or with the prior written consent of the Township.
 - (c) The Owner agrees that it shall prohibit the use of any unit in the Facility as a permanent or year round or principal residence. The Owner agrees to use all means available to it to enforce this prohibition at the request of the Township, with such means including but not being limited to evictions and/or suspension of sewer, water and electric services to any offending Accommodation Units. The Owner shall include a prohibition on the use of Accommodation Units as permanent residences in any rules applicable to the Facility as well as in all leases or other agreements that it or its designates may enter into with any management company of operator of the Facility, or with any occupant or user of any Accommodation Unit in the Facility. It is agreed that neither the Owner, nor any subsidiary of the Owner, management company or operator of the Facility, shall enter into

any agreement to lease for any Accommodation Unit in the Facility without the form of such lease agreement having been approved by the Township in advance, which agreement shall not be unreasonably withheld.

7. Following the execution of this Agreement, **SCHEDULE** "**B**" may be modified without amendment to this Agreement, provided that such modifications are minor and expressly agreed to by the Council of the Township in writing. Should the Township refuse to agree to the modifications, the Township shall provide to the Owner written reasons for its refusal. The Township's decision with respect to such modifications and/or refusal shall be final. The foregoing section does not preclude the Owner from applying to amend **SCHEDULE** "**B**" pursuant to the provisions of the *Planning Act*.

DESIGN AND FIELD REVIEW

8. The Owner covenants and agrees to retain one or more professional engineers ("Owner's Consulting Engineer"), licensed in the Province of Ontario and holding a valid certificate of authorization, to design and provide field review of the construction and installation of the Facility and the Works (with the exception of landscaping, for which design, review and certification shall be provided by a qualified landscape architect) and to provide all certificates and other certification required pursuant to this Prior to the commencement of construction, the Owner's Consulting Engineer shall file with the Township, a written undertaking with respect to said Facility and Works, which shall include a requirement to provide, upon completion of the Facility and the Works, Certificate(s) that the construction of the Facility and the Works have been in accordance with the plans and specifications set out in SCHEDULE "B" and the terms of this Agreement. All required Certificate(s) shall include the stamp of the professional(s) providing such Certificate(s). It is acknowledged and agreed that in approving **SCHEDULE "B"** and permitting the development of the Facility and the Works, the Township has relied on the design and field review provided by Owner's Consulting Engineer.

FACILITY AND WORKS TO BE PROVIDED

9. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved Schedules hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:

General

- (i) obtain all required approvals for the Facility and Works from the Ministry of the Environment, Conservation and Parks ("MECP"), County Public Works Department, County Building Department and the Rosemont Fire Board. In the event that any of the foregoing authorities determines that the Facility and/or Works do not require approvals within its jurisdiction, the Owner shall provide the Township with written confirmation from the relevant authority to that effect;
- (ii) construct, maintain and operate the Facility and Works in accordance with all regulatory approvals which may be required, including all conditions thereof;
- (iii) construct, maintain and operate the Facility and Works to the satisfaction of the Township, MECP, County, Fire Chief of the

- Rosemont Fire Board and any other regulatory authority having jurisdiction;
- (iv) provide the Township with at least 48 hours' notice in writing prior to the commencement of Development or site alteration on the Subject Lands.

Access and Parking

- (v) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the approved SCHEDULE
 "B" hereto and to clearly mark with signage the ingress and egress to the satisfaction of the Township Engineer;
- (vi) obtain an entrance permit from the Township for every proposed entrance as shown on the approved **SCHEDULE** "B" hereto. All required work within the Township road allowance shall be provided at the Owner's own cost and to the satisfaction of the Township;
- (vii) obtain a Road Occupancy Permit from the Township prior to performing any work or activities within any Township road allowance, including, but not limited to traffic control measures, construction, disturbances, and alterations or improvements within any such road allowance;
- (viii) construct and maintain at its own expense, at all times, the parking areas, loading spaces and zones, driveways, fire routes, exits and entrances on the Subject Lands as indicated on the approved **SCHEDULE "B"** and in no other location;
- provide and maintain all driveways and fire route as shown on the approved **SCHEDULE** "B" hereto and install and maintain signs prohibiting parking at all times along the full length of the Fire Route. The Fire Route shall be constructed in a manner satisfactory to the Township and, without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this clause shall be completed to the satisfaction of the Township prior to occupancy of the Facility. Notwithstanding the foregoing, the Owner shall provide, at its sole expense, a stable, unimpeded access route to and within the Subject Lands sufficient for all emergency vehicles during the construction of the Facility;
- (x) construct and erect markings and signage on the fire access route(s) shown on **SCHEDULE** "B" hereto to the satisfaction of the Fire Chief prior to Occupancy of the Facility;
- (xi) clearly mark all parking spaces with white markings and signs, including the designation and signage of parking spaces reserved for barrier free parking in the locations illustrated on the approved **SCHEDULE "B"** and in accordance with the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11, as amended ("**AODA**"), and properly maintain the markings and signs, at the Owner's expense. All markings and signage of the parking shall be erected prior to the occupancy of the Facility. Such markings and signage shall be to the satisfaction of the Township Engineer;
- (xii) provide accessibility to the Facility in accordance with the AODA;
- (xiii) be solely responsible for the removal of snow and ice from the offstreet vehicular access routes, walkways, fire routes, parking

surfaces and driveways on the Subject Lands and be responsible for the winter maintenance of the above, as is reasonably required. The Owner agrees that no snow shall be transferred onto or deposited on the Township's or County's municipal road allowances, and that snow storage shall be in the areas as shown in **SCHEDULE "B"** hereto and shall not be stored on fire routes under any circumstances;

(xiv) acknowledge and agree that the Township's approval of the Facility and Works has been provided in reliance on the Traffic Impact Opinion provided by WMI & Associates Limited (revised date of December 10, 2020) and specifically, on the traffic volumes predicted therein. Should peak traffic volumes exceed those predicted in the said report by 20% or more, the Owner shall undertake such remedial action, potentially including but not limited to external road improvements, as the Township, in consultation with the Township Engineer, may deem necessary.

Waste

(xv) store all refuse and waste material in the location indicated for that purpose on the approved **SCHEDULE "B"** and in no other location without the express or written consent of the Township. There shall be no outdoor storage of refuse or waste materials or receptacles. Waste material shall be removed from the Subject Lands by a private contractor at the Owner's expense.

Grading and Drainage

- (xvi) refrain from importing any fill onto the Subject Lands, for any purpose, including but not limited to the Ski Hill Grading;
- (xvii) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved **SCHEDULE "B"** hereto. The Owner acknowledges and agrees that no importation of fill onto the Subject Lands shall be permitted. The Owner acknowledges and agrees that the Township may, in its sole discretion, carry out such inspections or ask for such certification as it may require to ensure compliance with this requirement;
- (xviii) ensure that all retaining walls on the Subject Lands are designed and certified by the Owner's Consulting Engineer and constructed in accordance with the Building Code (O. Reg. 332/12);
- (xix) ensure that all storm and surface water from the Subject Lands and from the Facility thereon shall be properly managed, including meeting the requirements of the Township;
- (xx) ensure that all stormwater management works are designed and certified by the Owner's Consulting Engineer;
- (xxi) ensure that existing drainage patterns on adjacent properties shall not be altered and stormwater runoff shall not be directed to drain onto adjacent properties;
- (xxii) obtain an environmental compliance approval ("**ECA**") from the MECP with respect to all proposed stormwater management works;
- (xxiii) construct, maintain, and be solely responsible for the care, maintenance and operation of the drainage works and facilities on the Subject Lands. Such drainage works and facilities shall be constructed, installed, maintained and operated in accordance with

- the approved **SCHEDULE "B"** hereto and any such drainage works and facilities shall be constructed, designed, maintained and operated to the satisfaction of the Township and the County and MECP;
- (xxiv) address and repair any impacts or damages caused by runoff from the Subject Lands;

Servicing

- (xxv) construct and maintain site servicing as shown on the approved **SCHEDULE "B"**;
- (xxvi) obtain an ECA for wastewater servicing from the MECP and abide by all terms and conditions thereof. It is acknowledged and agreed that the Township is not willing to enter into any form of responsibility agreement in respect of wastewater servicing or any other aspect of the Facility;
- (xxvii) have the Owner's Consulting Engineer certify that the construction and installation of all wasterwater services are in accordance with the ECA and approved design;
- (xxviii)engage a licenced operator to operate the wastewater system in accordance with the ECA and all applicable requirements, including all monitoring and reporting requirements;
- (xxix) provide the Township with copies of all monitoring and reporting information required pursuant to the ECA;
- (xxx) develop and implement a contingency plan to the satisfaction of the Township Engineer to address situations including, but not limited to, power outages or breakdowns that disrupt the wastewater process while flows are still being received, as well as peak flows that exceed treatment capacity;
- (xxxi) prohibit the occupancy of some or all of the Accommodation Units in the Facility in the event of a wastewater system failure that, in the opinion of the Township Engineer, puts external properties and/or the natural environment at risk. Such wastewater system failure may include, but shall not be limited to operational failure, mechanical failure and/or design failure(s) such as improperly assessing the influent volume or strength and/or failing to provide adequate treatment;
- (xxxii) develop and implement a spills protocol to the satisfaction of the Township Engineer;
- (xxxiii)acknowledge and agree that the Township has approved the Facility on the basis that the dwelling units therein will be used as Accommodation Units only, and that the Township shall not be required to enter into a responsibility agreement, or otherwise take on any responsibility, with respect to the servicing of the Facility;
- (xxxiv)obtain Permits to Take Water from the MECP for the existing well as well as any future wells;
- (xxxv) seek a modification of the Site Plan at such time as the Owner wishes to drill the proposed Phase 2 wells;

- (xxxvi)comply with the requirements of O. Reg. 170/03 with respect to the drinking water system for the Facility, and to provide the Township with copies of all monitoring and reporting required thereunder;
- (xxxvii) maintain fire reservoirs full of water at all times and maintain monitoring and alarm systems in good working order;

Land Use Compatibility

- (xxxviii) provide and maintain fencing on the Subject Lands in accordance with the approved **SCHEDULE** "B" hereto to the satisfaction of the Township. For clarity, this shall include the repair and maintenance of any existing fencing, as may be required;
- (xxxix)provide screening of all rooftop mechanical equipment at the Facility to the satisfaction of the Township;
- ensure that the location, quantity, timing and intensity of exterior lighting is in compliance with the approved **SCHEDULE "B"** and that no additional lighting is installed without written permission of the Township;

Landscaping

- (xli) maintain any landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in the approved **SCHEDULE "B"** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices;
- (xlii) outdoor storage shall be in compliance with the provisions of the Township's Zoning By-law No. 28-18, as amended or repliced;

Natural Environment

- (xliii) comply with all recommendations of the approved Environmental Impact Study dated January 10, 2019 in the Development, operation and maintenance of the Facility and the Works;
- (xliv) provide such further and other facilities, services or other matters required by the Township subsequent to an agreed modification pursuant to section 7 of this Agreement.
- (b) The facilities, works and other matters shown or described on the approved SCHEDULE "B" hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Township. In case of default thereof, or in the case of default under any other provision of this Agreement, the Township may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Township. The cost of performing said work, or remedying any default, shall form a lien against the Subject Lands and may be collected in the same manner as unpaid municipal taxes. In addition to all other remedies, should such cost not be paid in a timely manner, the Township may draw on the Performance Guarantee.

CONDITIONS OF USE

- 10. (a) The Owner agrees that any change of use of the Subject Lands shall require further site plan approval, including but not limited to the following items, all of which shall be to the satisfaction of the Township:
 - (i) Written notice to the Township;
 - (ii) Confirmation from a professional engineer that the existing servicing of the Subject Lands is adequate to service the proposed change in use; and
 - (iii) any updated reports and/or studies as may be deemed necessary by the Township.
 - (b) The Township reserves the right to waive the requirement for any or all of the items enumerated in subsection 10(a), above.
- 11. The Owner covenants and agrees that it shall be responsible for any costs associated with obtaining further site plan approval as described in section 10 of this Agreement.
- 12. Should the Facility adversely impact any private wells within 500 metres of the Subject Lands, the Owner agrees that it shall remedy the issue, including, but not limited to, fixing the existing well or re-drilling a new well, as the circumstances may dictate. The Owner further agrees to provide all adversely affected persons with potable water on an interim basis within twelve (12) hours of being notified of such interruption continuously until the issue is resolved. In order to ensure compliance with this obligation, the Town shall conduct pre- and post-construction surveys of all private wells within 500 metres of the Subject Lands, to the satisfaction of the Township.

UTILITIES

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

WORKS

- 14. (a) The Facility and all Works required to be constructed by the terms of this Agreement shall be in accordance with the requirements of the Township and all applicable legislation.
 - (b) It is specifically acknowledged and agreed that the Facility is to be serviced as shown in the approved **SCHEDULE "B"**. The Owner agrees to comply with all

- requirements of the *Safe Drinking Water Act*, S.O. 2002, c. 32, and the regulations thereunder, and all other applicable legislation.
- (c) It is agreed that the Facility is to be serviced by means of a septic system with sufficient capacity to support a sewage flow rate of 135,050 L/day, as shown in the approved **SCHEDULE "B"**. The Owner shall ensure that such septic system is installed, operated and maintained at the Owner's expense and in accordance with all applicable law, permits, approvals and regulations. The Owner covenants and agrees to provide an alternative remedial solution to the satisfaction of the Township Engineer to facilitate the operation of this subsection in the event that the proposed system fails.
- (d) The Owner covenants and agrees to complete, at its own expense, the Works to the satisfaction of the Township prior to the occupancy or use of the Facility on the Subject Lands.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

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

PERFORMANCE GUARANTEE

- 16. (a) The Owner shall prior to the execution of this Agreement by the Township, lodge with the Township a Performance Guarantee, consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of \$100,000.00 (one hundred thousand dollars);
 - (b) The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Township's Treasurer.

USE OF PERFORMANCE GUARANTEE

- 17. (a) In order to guarantee that the Facility, and the Works, will be constructed and installed in accordance with the provisions of the Agreement, the Owner shall lodge with the Township the Performance Guarantee as set out in section 16 of this Agreement.
 - (b) The Owner agrees that the Township may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Township deems fit if the Owner:
 - (i) in any way makes or permits default of the Owner's obligations under this Agreement; or
 - (ii) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Facility and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.

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

CONSTRUCTION LIENS

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

INDEMNIFICATION OF TOWNSHIP

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

INSURANCE

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

INCOMPLETE OR FAULTY WORK

- 21. (a) In addition to any other rights that the Township may have by statute or otherwise, representatives of the Township, including the Township Engineer, may, at any time and from time to time, inspect the Facility, and the Works, including the grading and landscaping, on the Subject Lands. If in the opinion of the Township, the Owner:
 - (i) is not proceeding with or causing to be proceeded with Works within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (ii) is improperly performing the Works;
 - (iii) has abandoned or neglected the Works;
 - (iv) refuses, fails or neglects to replace or repair the Works as may be rejected by the Township as defective or unsuitable; then the Township shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Township shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Township shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Township, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.
 - (b) The Township or its representatives, including the Township Engineer, upon inspection, may require work on the Facility to cease immediately in the event of unsafe conditions or health risks being identified. It is understood and agreed between the parties hereto that any entry by the Township upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Township or assumption by the Township of the Works.
 - (c) In addition to all other remedies, in the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and suspend the approval granted to the Facility under s. 41 of the *Planning Act*. The Township may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement. The foregoing remedy is in addition to any other remedy the Township has at law, including enforcement of this Agreement in accordance with subsection 41(11) of the *Planning Act* and section 446 of the *Municipal Act*, 2001.
 - (d) In addition to all other remedies, the Township may withhold municipal clearance of any Building Permit application or request the withdrawal of any Building Permit(s) that have been granted to the Owner until the Facility and the Works, including grading and landscaping are completely installed in accordance with the requirements of the Township.
 - (e) The cost incurred by the Township in furtherance of the provisions of this section shall be calculated by the Township whose decisions shall be final

and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Township) shall be paid by the Owner to the Township forthwith on demand, failing which the Township shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.

- (f) Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Township arising from or out of any breach of the provisions and terms of this Agreement.
- (g) This section may be pleaded by the Township as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Township against the Owner and/or the Performance Guarantee as the case may be.

REQUIREMENTS FOR LETTER OF COMPLETION

- 22. The Owner agrees that the occupancy and use of the Facility on the Subject Lands shall not occur until the Township has provided the Owner with a Letter of Completion. The Township shall issue the Letter of Completion once it has been provided with:
 - (i) certification by the Owner's consultants, including its Engineer or Architect, as set out in section 5, addressed to the Township certifying that the Facility and the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved Schedules hereto;
 - (ii) delivery of one complete set of "as constructed" plans of the Facility, in hard copy, which shall be certified by the Owner's Consulting Engineer, as well as delivery of such plans in a computerized format satisfactory to the Township;
 - (iii) confirmation from Hydro One, and any other utilities, that any expansion of necessary utilities are constructed to its satisfaction;
 - (iv) confirmation from the Owner's Consulting Engineer that drainage and stormwater management has been addressed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (v) confirmation from the Owner's Consulting Engineer that the grading has been completed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (vi) confirmation from the Owner's Consulting Engineer that the Ski Hill Grading, including erosion control measures, retaining walls and other appurtenances, has been completed in accordance with **SCHEDULE "B"** and the Building Code (O. Reg. 332/12) and that the stability thereof has been certified by the Owner's Consulting Engineer, all to the satisfaction of the Township and the County;
 - (vii) confirmation from Township staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, cash in lieu of parkland dedication, invoiced fees and municipal taxes; and,
 - (viii) confirmation by the Owner's Consulting Engineer that the required driveways and parking areas have been surfaced and completed to

the satisfaction of the Township or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Township.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

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

PAYMENT OF MUNICIPAL COSTS

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

The Township's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Township's demand for payment shall not include costs for employees of the Township except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Township which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.

In the event that the Owner does not reimburse the Township as aforesaid, the Township may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

REQUIRED COMPLETION DATE

26. The Owner covenants and agrees to complete the Facility and the Works pursuant to the terms of this Agreement on or before the expiry of two (2) years from the date of issuance of a Building Permit. It is agreed that this date may be extended by mutual agreement of the Parties in writing.

GENERAL MATTERS

27. (a) The Owner agrees with the Township that:

- (i) all necessary precautions will be taken in the Development of the Facility and the Works on the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
- (ii) the failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
- (iii) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Township may have at law to enforce the provisions of this Agreement, including section 447.1 of the *Municipal Act*, 2001, as amended, should same be required;
- (iv) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner fails to apply for a Building Permit for the Facility contemplated by this Agreement within twelve months from the date of the execution of this Agreement by the Township, then the Township shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the authority of the Chief Building Official under Section 8 of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended.
- (e) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Mansfield Ski Club Inc. 628213 Sideroad 15 Mulmur Township, Ontario L9V 0T9

to the Township:

Corporation of the Township of Mulmur 758070 2 Line E Mulmur, ON L9V 0G8

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.

Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Township on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (i) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- (j) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. This Agreement shall also enure to the benefit of and be binding upon the Owner's subsidiaries including Mansfield Property Management Ltd
- (k) The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Township shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the *Registry Act* or *Land Titles Act*, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (l) Time shall always be of essence of this Agreement.

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

MANSFIELD SKI CLUB INC.
Per
There extherity to hind the comparation
I have authority to bind the corporation
1414183 ONTARIO INC. Per
I have authority to bind the corporation
THE CORPORATION OF THE TOWNSHIP OF MULMUR
Mayor
Clerk

SCHEDULE "A" Legal Description of Subject Lands

MUNICIPAL DESCRIPTION: 628213, Side Rd 15, Mansfield, ON

PIN: 34114-0175

LEGAL DESCRIPTION: PT LT 17, 18 & PT BLK A ON PL 86, BEING PTS 1, 2, 3, 4, 5 & 6 ON PL 7R6503; TOWNSHIP OF MULMUR

PIN: 34114-0178

LEGAL DESCRIPTION: PT LT 16 CON 6 EHS, PT 1, 7R4460; TOWNSHIP OF MULMUR, CONSENT OF THE COMMITTEE OF ADJUSTMENT OF THE TOWNSHIP OF MULMUR ATTACHED TO LTD6427

PIN: 34114-0182

LEGAL DESCRIPTION:

PT LOT 17, CON 6 EHS, DES AS PT 8, 7R4495; MULMUR; CONSENT OF THE COMMITTEE OF ADJUSTMENT OF THE TOWNSHIP OF MULMUR IS ATTACHED TO LTD8843

PIN: 34114-0186

LEGAL DESCRIPTION: PT LT 17 CON 6 EHS, PTS 4 & 5, 7R4495; MULMUR

PIN: 34114-0298

LEGAL DESCRIPTION: PT BLOCK 19 PLAN 7M4, BEING PT. 1 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0300

LEGAL DESCRIPTION: P. BLOCK 19 PLAN 7M4, BEING PT 2 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0302

LEGAL DESCRIPTION: PT BLOCK 20 PLAN 7M4, BEING PT 3 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0304

LEGAL DESCRIPTION:

FIRSTLY: PT LTS 15,16 & 17 CON 6 EHS & PT RDAL BTN LTS 15 & 16 CON 6 EHS, AS CLOSED BY MF47982 & PT BLK B & PT LT 19 PL 86 AS IN MF216152, S/T MF20959, MF15680, MF26327 & MF216152; DESCRIPTION MAY NOT BE

ACCEPTABLE IN FUTURE AS IN MF216152; S/T MUL13853; S/T RIGHT OF WAY AS IN LTD7176; T/W ROW OVER PTS LOTS 1 AND 18 PL 7M-4 DES AS PTS 8 AND 7 PLAN 7R-4577 AS IN LTD13775, MULMUR, SKETCH ATTACHED TO MF23269; S/T EASE IN FAVOUR PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 6, 7, 8 & 9, 7R5249 OVER PT BLK B, PL 86 DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 2, 3, 4 & 5, 7R5249 OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS, DES AS PTS 1, 7R5249 OVER PT BLK B, PL 86, DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86, DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 6, 7, 8 & 9, 7R5249 OVER PT BLK B, PL 86, DES AS PT 12, 7R5249 AS IN DC38561 SECONDLY: PART LOT 16 CON 6 EHS DES PTS 1, 2, 3 PL 7R6323 T/W ROW AS IN MF114515; SUBJECT TO AN EASEMENT AS IN MUL12670; TOWNSHIP OF MULMUR

SCHEDULE "B" Site Plan Drawings

Plan Number	Plan Title	Revision	Rev Date
SP0	COVER SHEET	3	10-Dec-20
SP1	OVERALL SITE PLAN	3	10-Dec-20
SP2	SITE PLAN	3	10-Dec-20
SP3	VILLAGE CORE SITE PLAN	3	10-Dec-20
SP4	SKI HILL	3	10-Dec-20
SP5	FIRE ROUTE ACCESS	3	10-Dec-20
SP6	ONTARIO BUILDING CODE MATRICES	3	10-Dec-20
SKA-01	ENCLOSURE FOR OUTDOOR GARBAGE AREA OVERALL PLANTING PLAN	0	06-Apr-20
L1	OVERALL PLANTING PLAN	3	10-Dec-20
L2	PLANTING ENLARGEMENT A	3	10-Dec-20
L3	PLANTING ENLARGEMENT B	3	10-Dec-20
L4	SKI HILL PLANTING PLAN	3	10-Dec-20
PHA	PHASING PLAN	4	12-Apr-21
SGRN	SITE GRADING PLAN NORTH	4	12-Apr-21
SGRS	SITE GRADING PLAN SOUTH	4	12-Apr-21
GENN	GENERAL SERVICING PLAN NORTH	4	12-Apr-21
GENS	GENERAL SERVICING PLAN SOUTH	4	12-Apr-21
BIO1	BIOFILTER PLAN 1	5	27-July-21
BIO2	BIOFILTER PLAN 2	4	12-Apr-21
WF	WATER TREATMENT FACILITY	4	12-Apr-21
FWS	FIRE WATER STORAGE	4	12-Apr-21
SSOP	SITE SERVICING OUTLET PLAN	4	12-Apr-21
SMPLP	PROPOSED SNOW MAKING POND & WELL LOCATION	4	12-Apr-21
SWM	STORMWATER MANAGEMENT FACILITY PLAN	4	12-Apr-21
ESC	EROSION & SEDIMENT CONTROL PLAN	4	12-Apr-21
DS1	DETAIL SHEET 1	4	12-Apr-21
S-1	SKI HILL RETAINING WALL OVERALL PLAN	2	11-Nov-20
S-2	SKI HILL RETAINING WALL DETAILS	2	11-Nov-20
E1	LIGHTING LAYOUT	2	31-Jan-20
E2	PHOTOMETRICS	2	31-Jan-20

SCHEDULE "C" Form of Letter of Credit

REQUIRED – to be on bank letterhead
Letter of Credit No Amount:
Initial Expiry Date
TO: THE CORPORATION OF THE TOWNSHIP OF MULMUR
Corporation of the Township of Mulmur 758070 2 Line E Mulmur, ON L9V 0G8
WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of the Bank)
(Address)
for the account of (Name of the Customer)
UP TO AN AGGREGATE AMOUNT OF
DOLLARS (\$) available on demand.
PURSUANT TO THE REQUEST OF our customer:
we the: (Name of the Bank)
hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Township made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.
THE LETTER OF CREDIT we understand relates to those Township services and financial obligations set out in an Agreement between the customer and the Township and referred to as (Name of Project) THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Corporation of the Township of Mulmur.
THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.
IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.
DATED at, Ontario, this day of, 201
COUNTERSIGNED BY: (Name of Bank)
Per:

SCHEDULE "D" Regulations for Construction

Building Code of Ontario;

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

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

Ministry of Transportation Ontario (MTO) Permit requirements;

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

Ontario Ministry of the Environment, Conservation and Parks standards and approvals;

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

All other applicable law.

SCHEDULE "E" Insurance Requirements

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

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

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

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

CONTEXT PLAN 5TH LINE EAST 5TH LINE EAST



MANSFIELD SKI CLUB

628213 SIDE ROAD 15 Mulmur, ON L9V 0T9

PROJECT TEAM

CLIENT

Mansfield Ski Club 628213 Side Road 15 Mulmur, ON L9V 0T9

ARCHITECT

+VG Architects 72 Stafford Street, Suite 200 Toronto, ON M6J 2R9

LANDSCAPE ARCHITECT

Fleisher Ridout Partnership Inc. 1877 Davenport Road Toronto, ON M6N 1B9

CIVIL ENGINEER

WMI & Associates Limited 119 Collier Street Barrie, ON L4M 1H5

ELECTRICAL ENGINEER

Runge Engineering 864 Hurontario Street Collingwood, ON L9Y 3Z7

INDEX OF SHEETS

COVER SHEET OVERALL SITE PLAN SITE PLAN SP.3 VILLAGE CORE SITE PLAN

SP.4 SKI HILL

SP.5

SP.6

FIRE ROUTE ACCESS
ONTARIO BUILDING CODE MATRICES
ENCLOSURE FOR OUTDOOR GARBAGE AREA SKA-01

OVERALL PLANTING PLAN
PLANTING ENLARGEMENT A
PLANTING ENLARGEMENT B L.1 L.2 L.3 SKI HILL PLANTING PLAN PHASING PLAN L.4 PHA

SITE GRADING PLAN NORTH SITE GRADING PLAN SOUTH GENERAL SERVICING PLAN NORTH **SGRN** SGRS

GENN GENS

GENERAL SERVICING PLAN SOUTH BIOFILTER PLAN 1 BIO1 BIO2

BIOFILTER PLAN 2 WATER TREATMENT FACILITY WF ĖWS FIRE WATER STORAGE SITE SERVICING OUTLET PLAN

SSOP SMPLP PROPOSED SNOW MAKING POND & WELL LOCATION PLAN

STORMWATER MANAGEMENT FACILITY PLAN EROSION & SEDIMENT CONTROL PLAN SWM

ESC

DS1 S-1 S-2 DETAIL SHEET 1
SKI HILL RETAINING WALL OVERALL PLAN
SKI HILL RETAINING WALL DETAILS

E1 E2 LIGHTING LAYOUT PHOTOMETRICS

FLEISHER RIDOUT PARTNERSHIP INC. 1877 Dovenport Road Toronto, Ontorio, M6N 189 T: (418) 533-4990 DECEMBER 10, 2020 ISSUED FOR 3RD

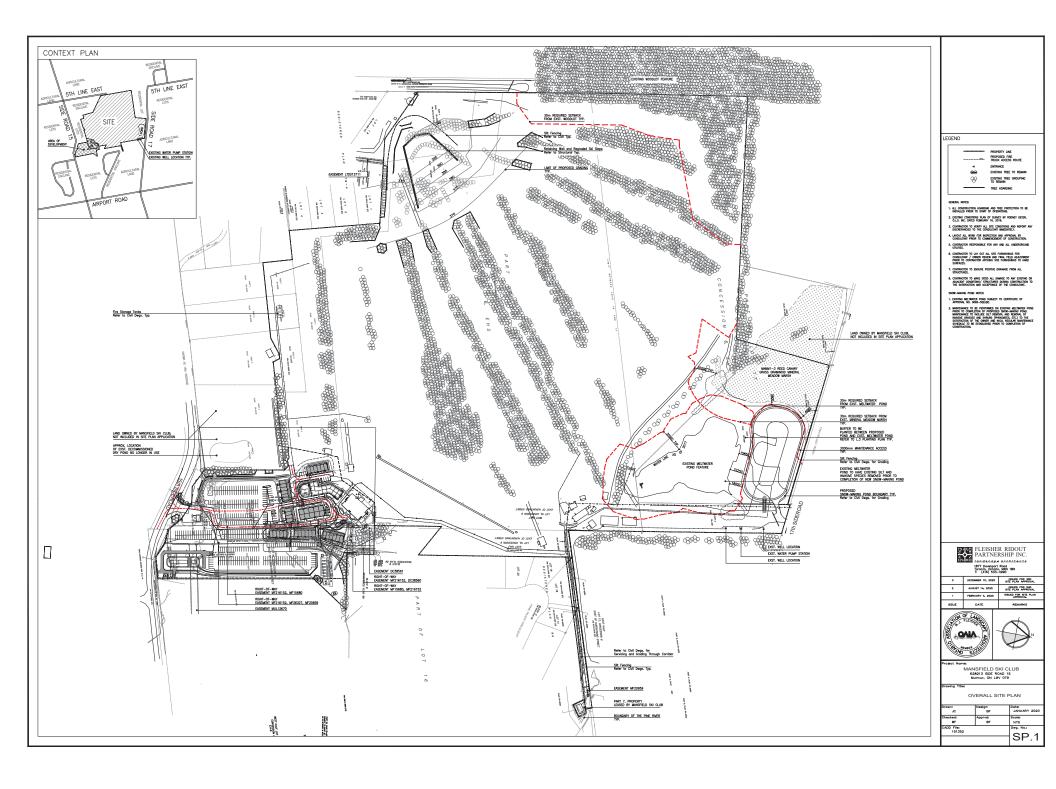


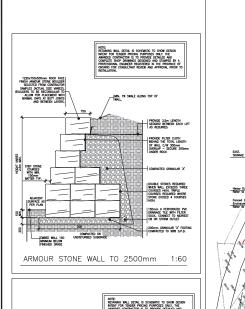


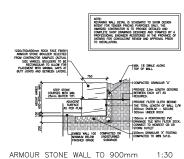


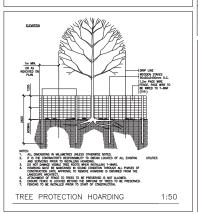
COVER SHEET

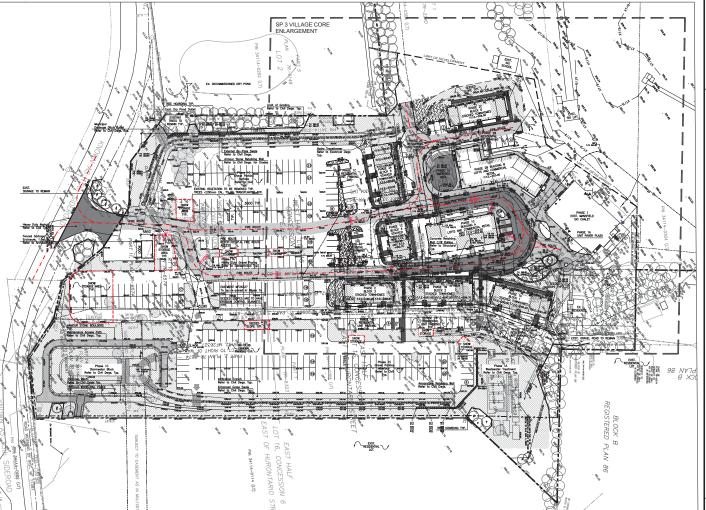
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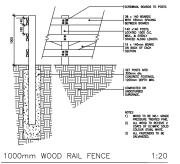












	BUILDING AREA	RESIDENTIAL UNITS	RESIDENTIAL AREA	PERSONAL SPACE	DEVELOPMENT PHASE
BUILDING 'A'	630.0m ³	10	1,260.0m ²	882.0m ²	1
BUILDING 'B'	780.0m ³	15	1,402.0m ²	938.0m²	2
BLOCK-1	345.0m ²	12	1,170.0m²		1
BLOCK-2	345.0m ^T	12	1,170.0m²		1
BLOCK-3	290.0m ³	10	972.0m ²		2
BLOCK-4	230.0m ²	8	780.0m ²		1
BLOCK-5	345.0m ²	12	1,170.0m ²		2
BLOCK-6	345.0m ²	12	1,170.0m²		2
TOTAL	3,310.0m²	91	9,252.0m ²	1,725.0m ²	

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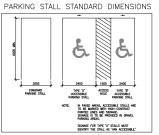
BUILDING STATISTICS

PARKING STATISTICS

TOTAL PRESENCE ANAMASE TABLES

TOTAL PRESENCE ANAMASE TABLES

FOR ANAMASE AND LAVERAGE OF USE ANAMASE ANAM



SOURCE TO BE AND THE PROOF OF T

LEGEND

FIRE ROUTE PROPOSED FIRE TRUCK ACCESS ROUTE

- WATER SERVICE LINE - SANITARY SEWER LINE OVERLAND FLOW

HEAVY DUTY ASPHALT

NEW LIGHT STANDARD NEW FIRE HYDRANT ROULDER

SS 5 2 200



3	DECEMBER 10, 2020	SITE PLAN APPROVAL
2	AUGUST 14, 2020	ISSUED FOR 2ND SITE PLAN APPROVAL
1	FEBRUARY 4, 2020	ISSUED FOR SITE PLAN APPROVAL
ISSUE	DATE	REMARKS
ON.	OF LAND	,

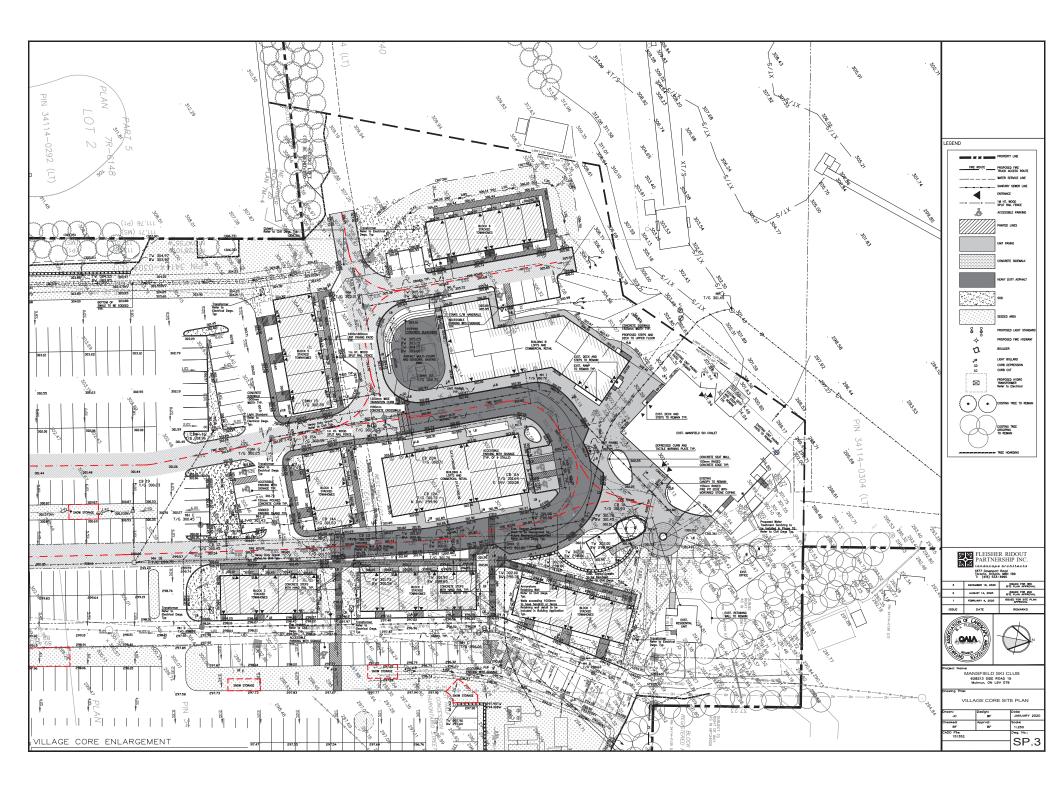


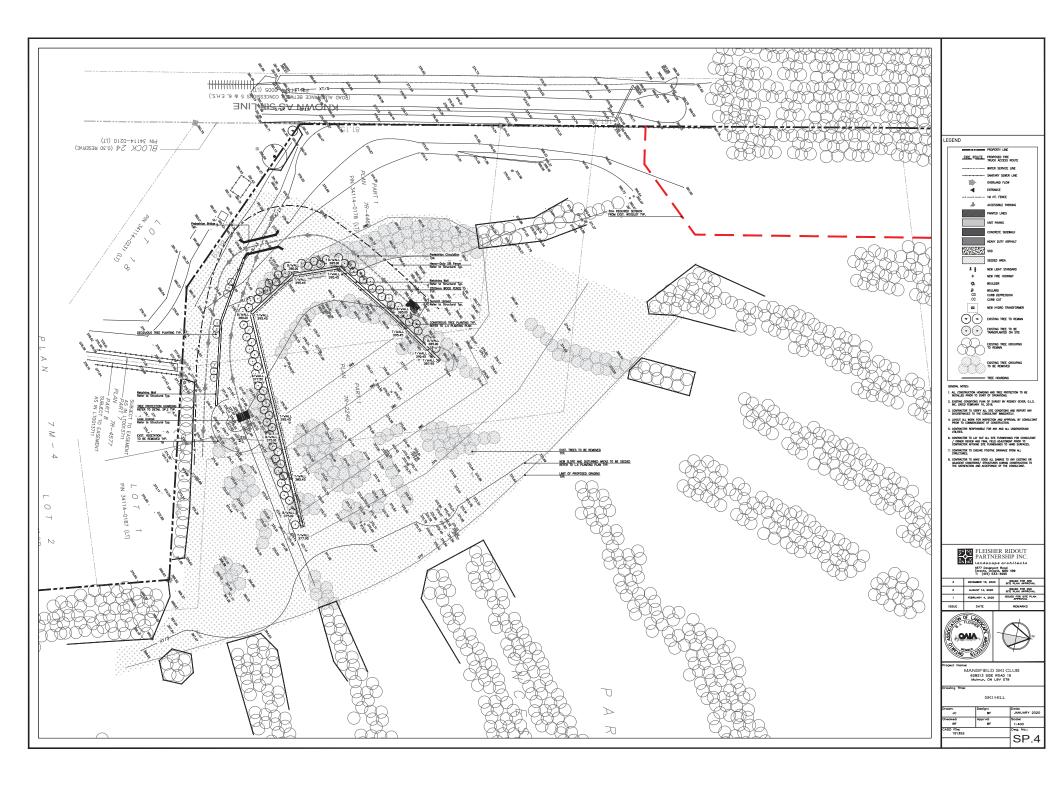


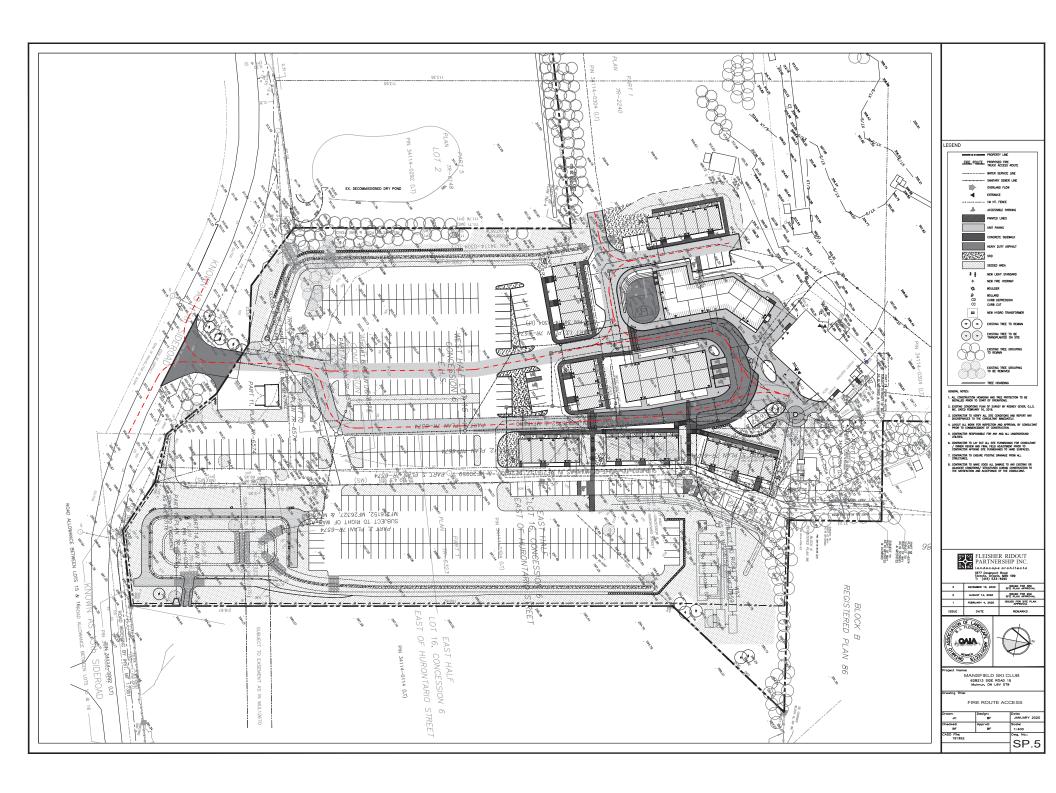
MANSFIELD SKI CLUB 628213 SIDE ROAD 15 Mulmur, ON LOV 0TO

SITE PLAN

JC BF JANUAR Checked: Apprvs: Scole: BF BF 1:500	
CADD File: Dwg. No.:	_







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TA16-5 FL 416-1 CERTIFIC 3356 Nome of MANGEN	ME: HORITS TOWN STREET, SUME MM-6370 SIGN-6377 SIGN OF PRACTICE MA Fromet: D SHO GLUB MILLMAN TOWNSHP	with:							
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BLOCK 5

BLOCK 2

BLOCK 3

BLOCK 4

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GENERAL NOTES:

1. MATRICES PREPARED BY 44G ARCHITECTS LTD. AND CORRESPOND WITH AND RECEIVANT, PLANS PREPARED BY 44G ARCHITECTS LTD.

FLEISHER RIDOUT
PARTNERSHIP INC.
Acade.cape or.ca.hl.te.c.Ls
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177 Downpert Roy
17 (148) 533-4861
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,	DECEMBER 10, 2020	SITE PLAN APPROVAL
2	AUGUST 14, 2020	ISSUED FOR 2ND SITE PLAN APPROVAL
1	FEBRUARY 4, 2020	ISSUED FOR SITE PLAN APPROVAL
ISSUE	DATE	REMARKS
	NE /	



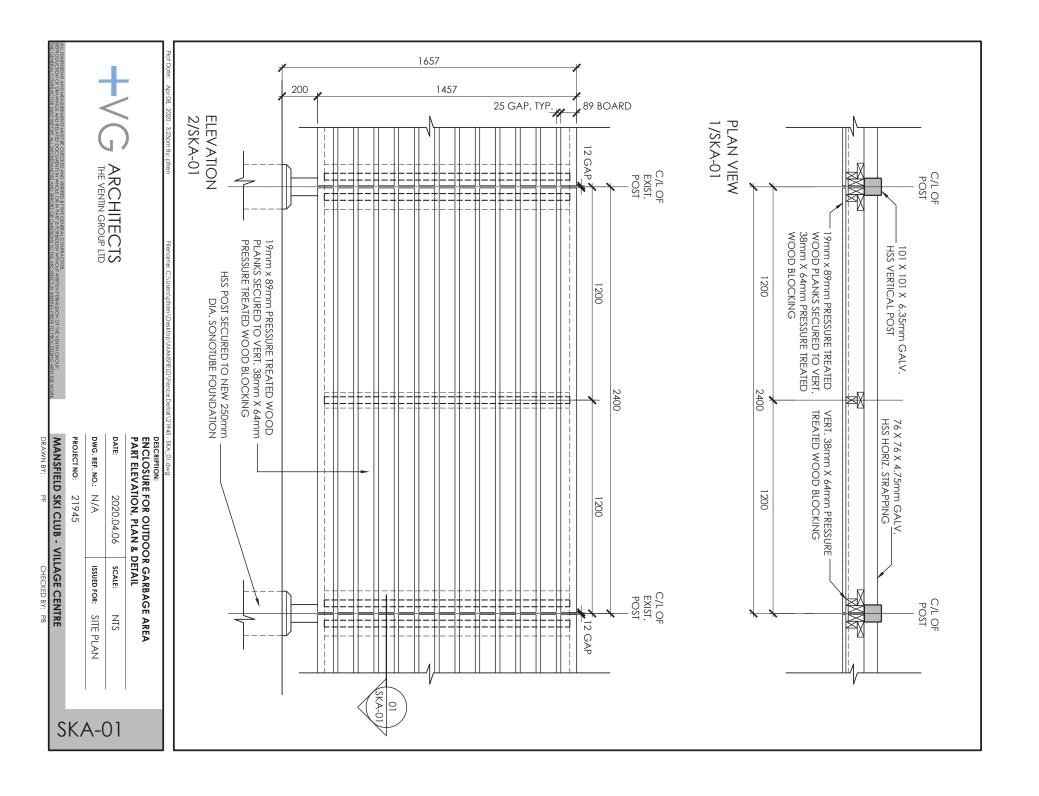


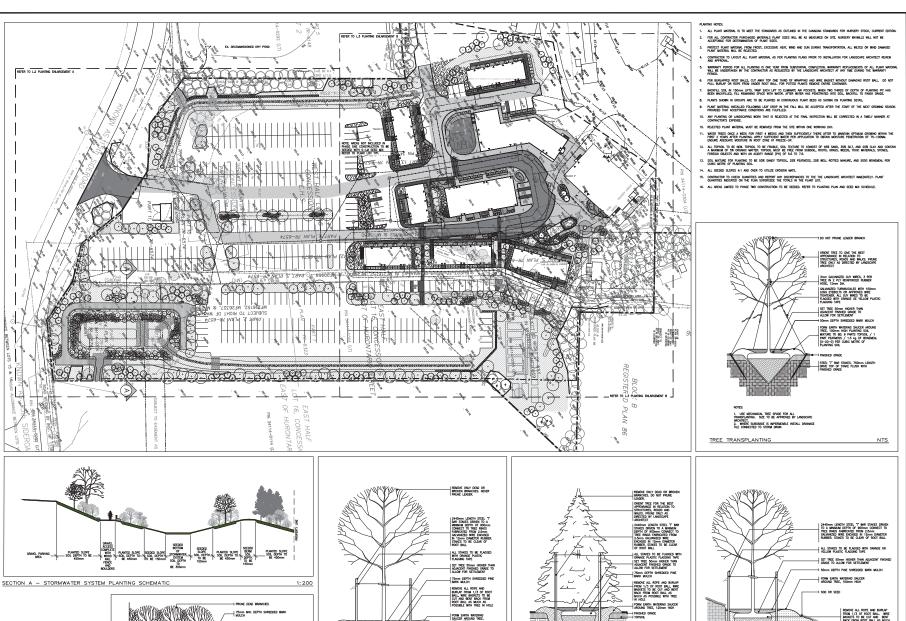
Project Name: MANSFIELD SKI CLUB 628213 SIDE ROAD 15 Mulmur, ON L9V 0T9

ONTARIO BUILDING CODE MATRICES

Drawn: JC	Design: BF	JANUARY 2020
Checked: BF	Apprvd: BF	Scale: NTS
CADD File: 151352		SP.6

BLOCK 6 BUILDING A BUILDING B





PLANTING SOIL MECTURE TO BE: 9 PARTS TOPSOIL / 1 PART PEATMOSS / 1.5 kg OF BONEMEAL PER CUBIC METRE OF PLANTING SOIL

CROWN BOTTOM OF TREE PIT AND SCARIFY TO A DEPTH OF 150mm

NTS

PLANTING SOIL MIXTURE TO BE: 9 PARTS TOPSOIL / 1 PART PEATMOSS / 1.5 kg OF BONEMEAL PER CUBIC METRE OF PLANTING SOIL

CROWN BOTTOM OF TREE PIT AND

NTS

TREE PLANTING ON SLOPE

The above detail does not represent any particular species.
 Soil motives should be frauly compacted in washed into spaces around rootball to eliminate ar pockets and product stitlibutes.

CONIFEROUS TREE PLANTING

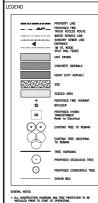
EDGE OF SHRUB BEDS ADJACENT TO BUILDINGS TO BE DEFINED WITH CONTINUOUS METAL FROM

PLANTING SOIL MECTURE TO BE: 9
PARTS TOPSOIL / 1 PART LEAF MULCO
/ 1.5 kg OF BONEMEAL PER CUBIC
METRE OF PLANTING SOIL

NTS

DECIDUOUS TREE PLANTING

SHRUB AND PERENNIAL PLANTING



2. EXISTING CONDITIONS PLAN OF SURVEY BY ROOMEY GEYER, O.L.S. INC. DATED FEBRUARY 16, 2016.

S. CONTRACTOR TO VERBY ALL SITE CONDITIONS AND REPORT ANY DISCREPANCES TO THE CONSULTANT IMMEDIATELY.

4. LAYOUT ALL WORK FOR INSPECTION AND APPROVAL BY COM-PRIOR TO COMMENCEMENT OF CONSTRUCTION. S. COMTRACTOR RESPONSIBLE FOR ANY AND ALL UNDERGROUND UTILITIES. ONTRACTOR TO LAY OUT ALL SITE FURNISHINGS FOR CONSUL / OWNER PEVIEW AND FINA, FIELD ADJUSTMENT PROR TO CONTRACTOR AFFIRMS SITE FURNISHINGS TO HARD SURFACES. 7. CONTRACTOR TO ENSURE POSITIVE DRAINAGE FROM ALL STRUCTURES CONTRACTOR TO MINE GOOD ALL DAMME TO ANY EXISTING OR ADJACENT CONDITIONS/ STRUCTURES DURING CONSTRUCTION TO THE SATISFACTION AND ACCEPTANCE OF THE CONSULTANT.



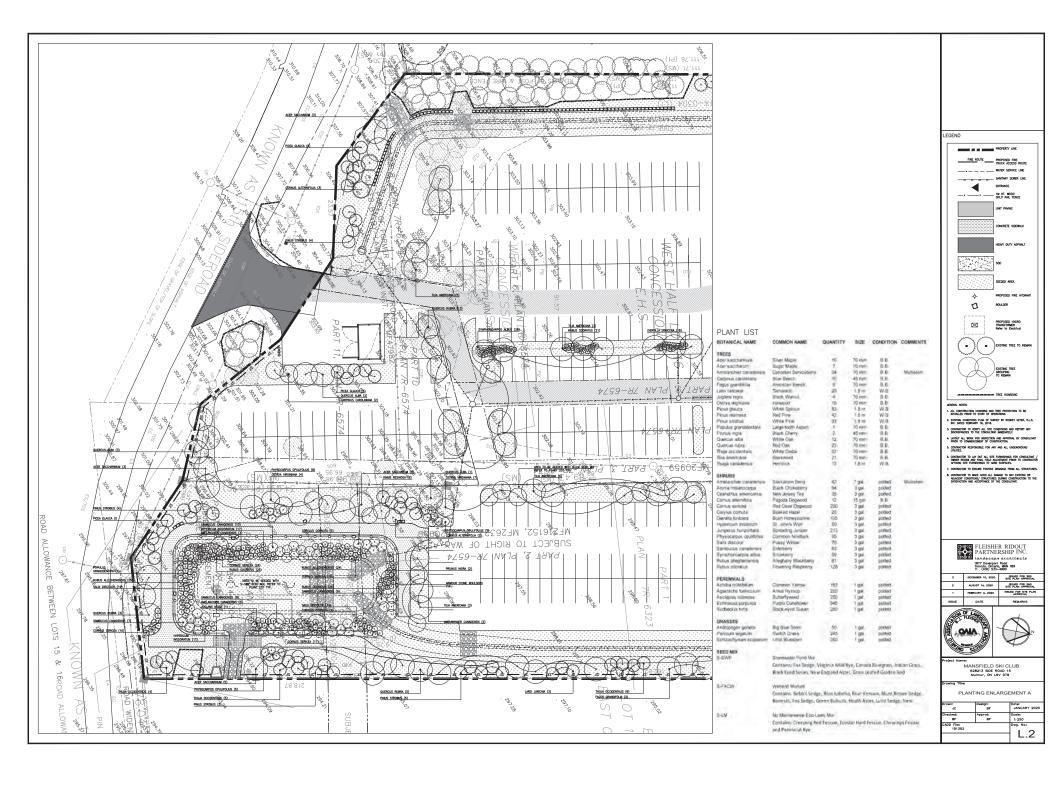


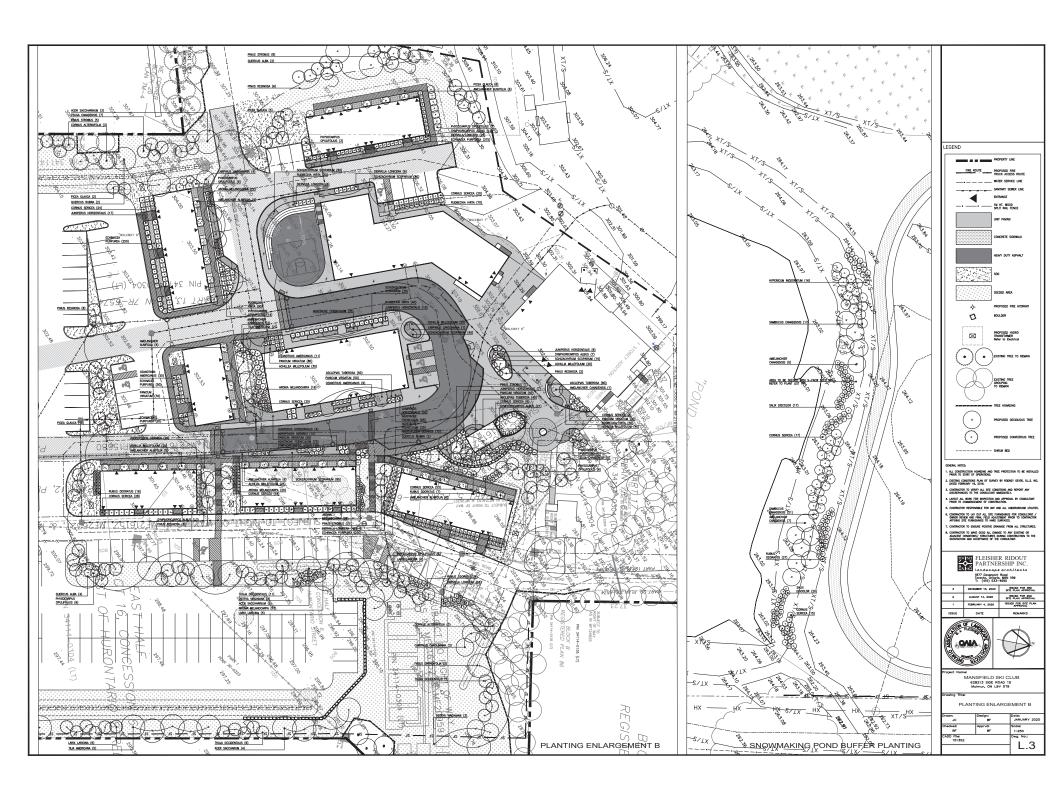
OVERALL PLANTING PLAN

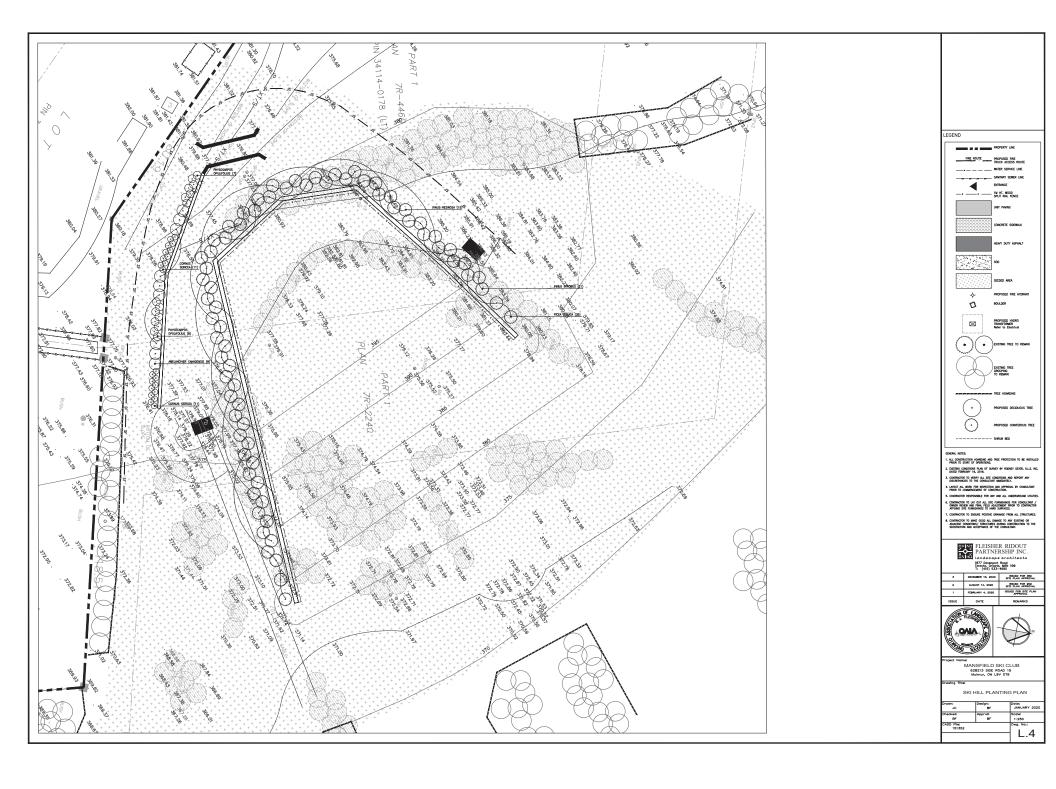
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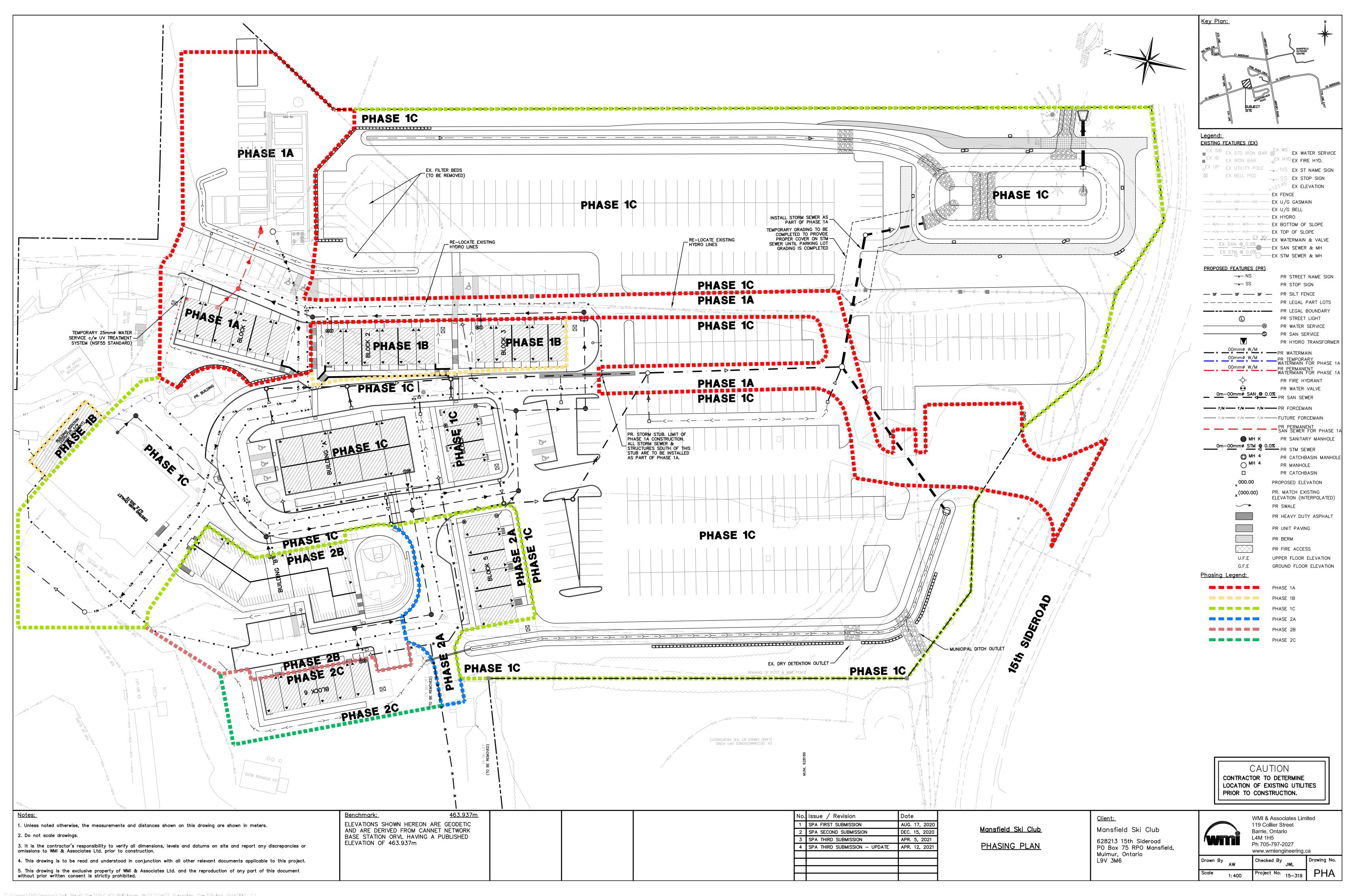
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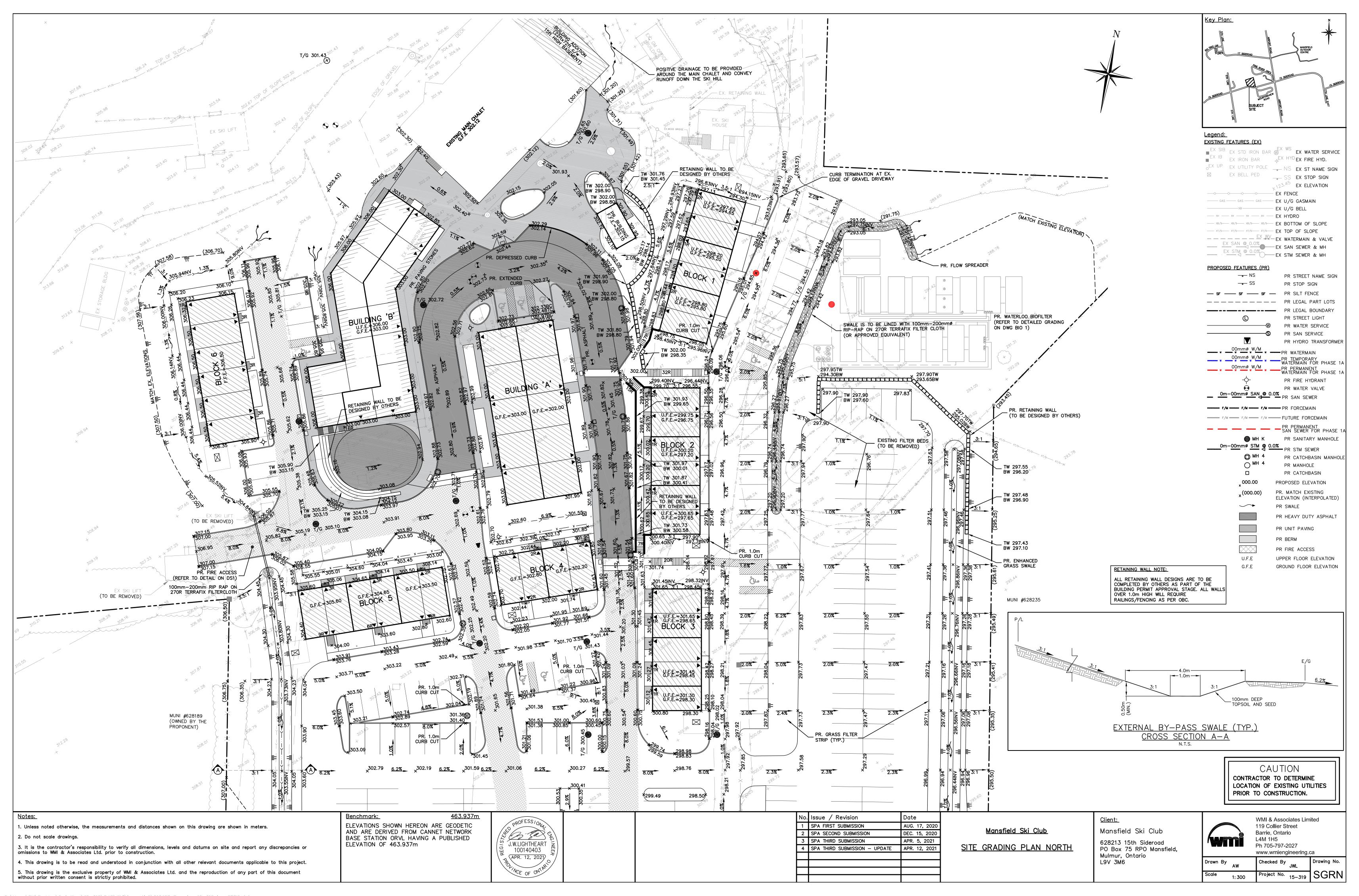
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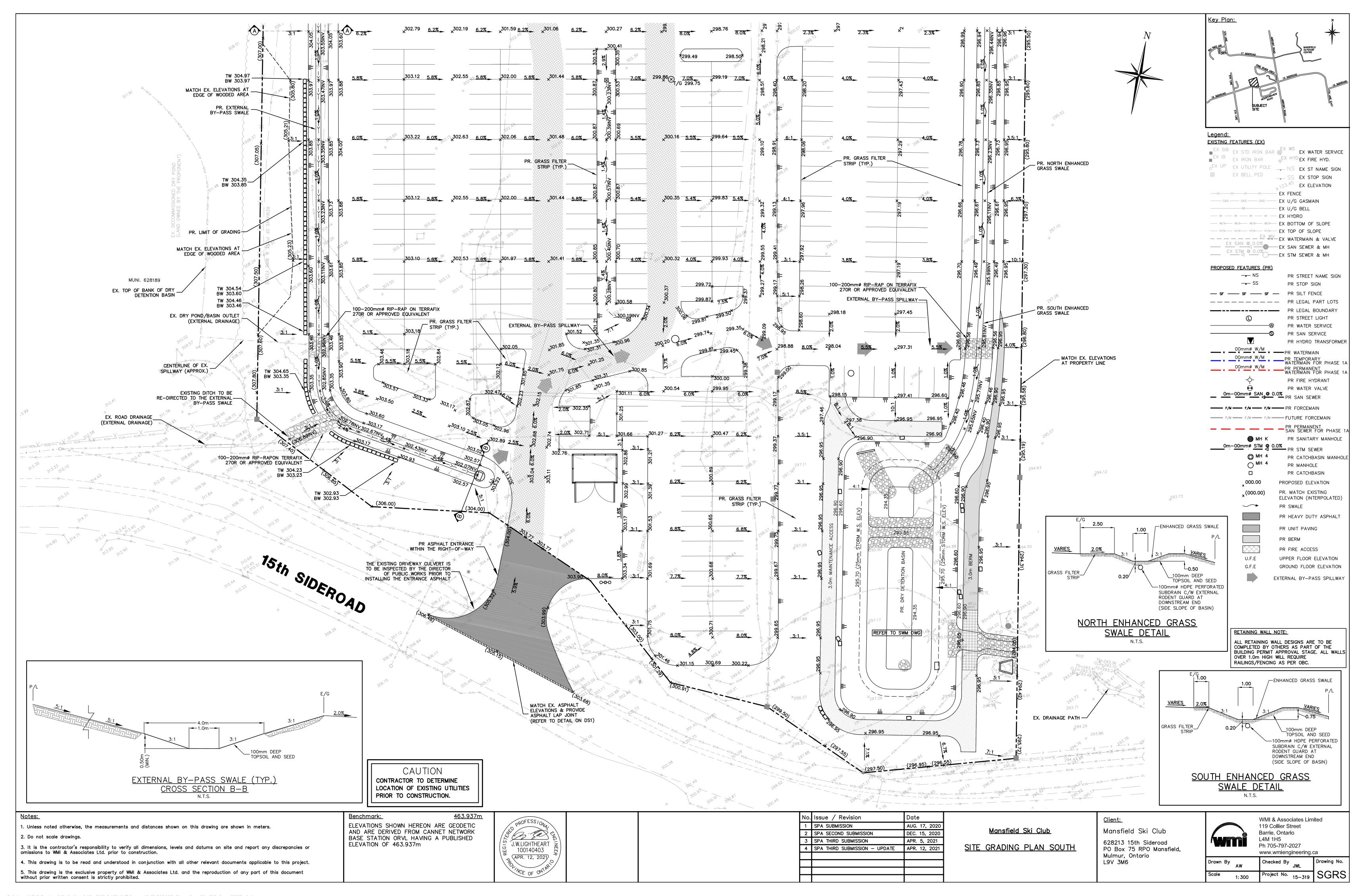


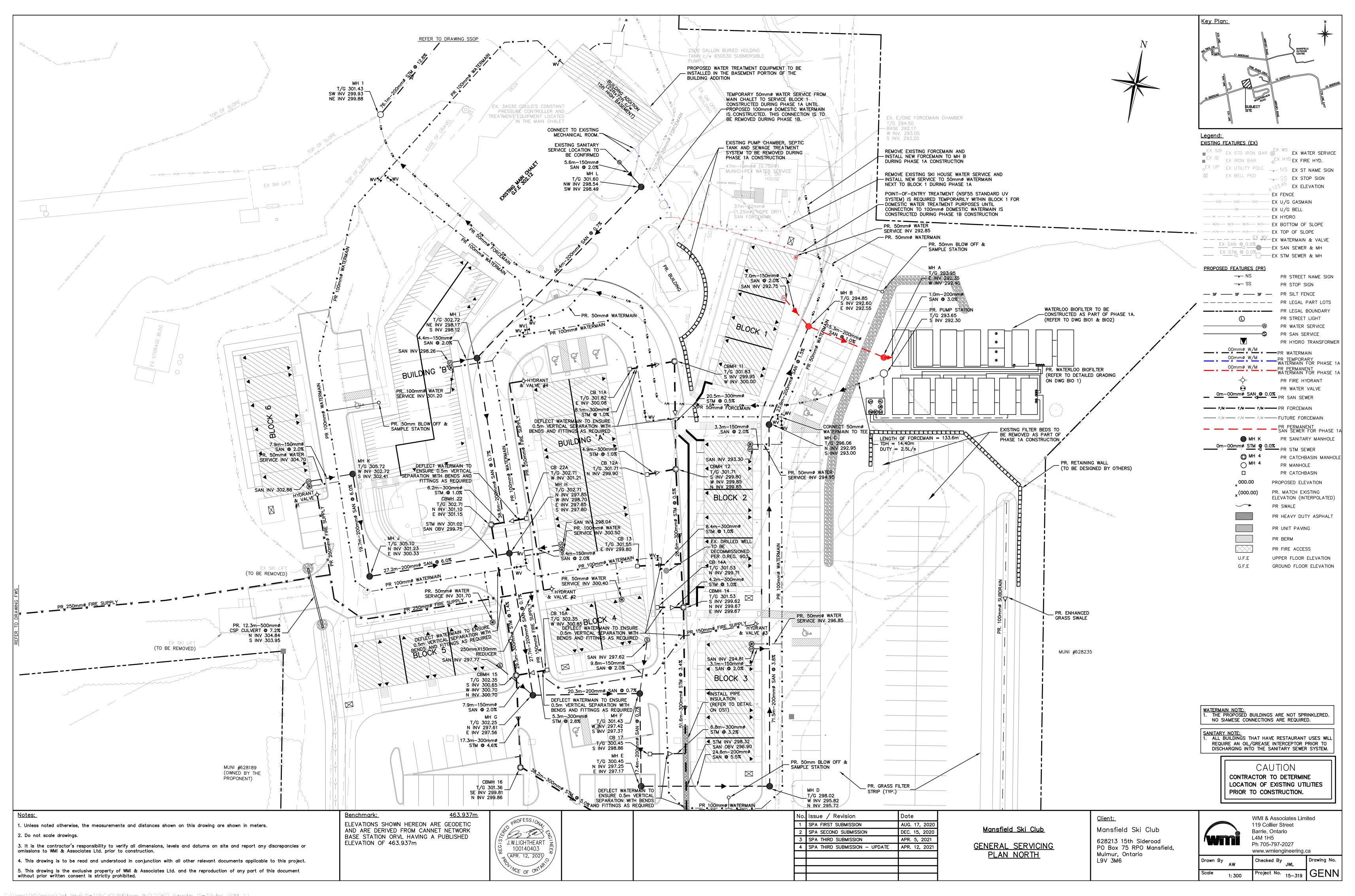


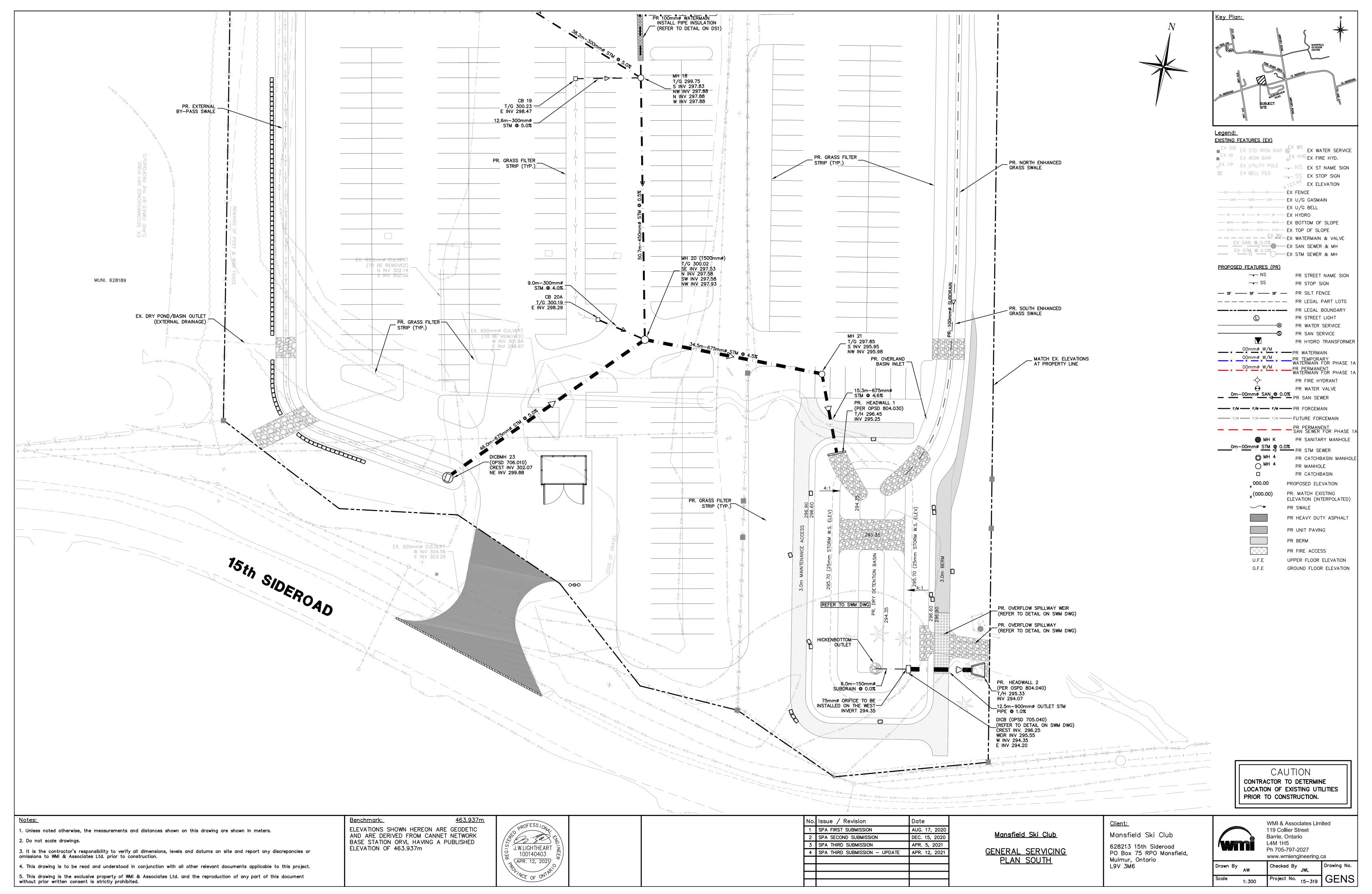


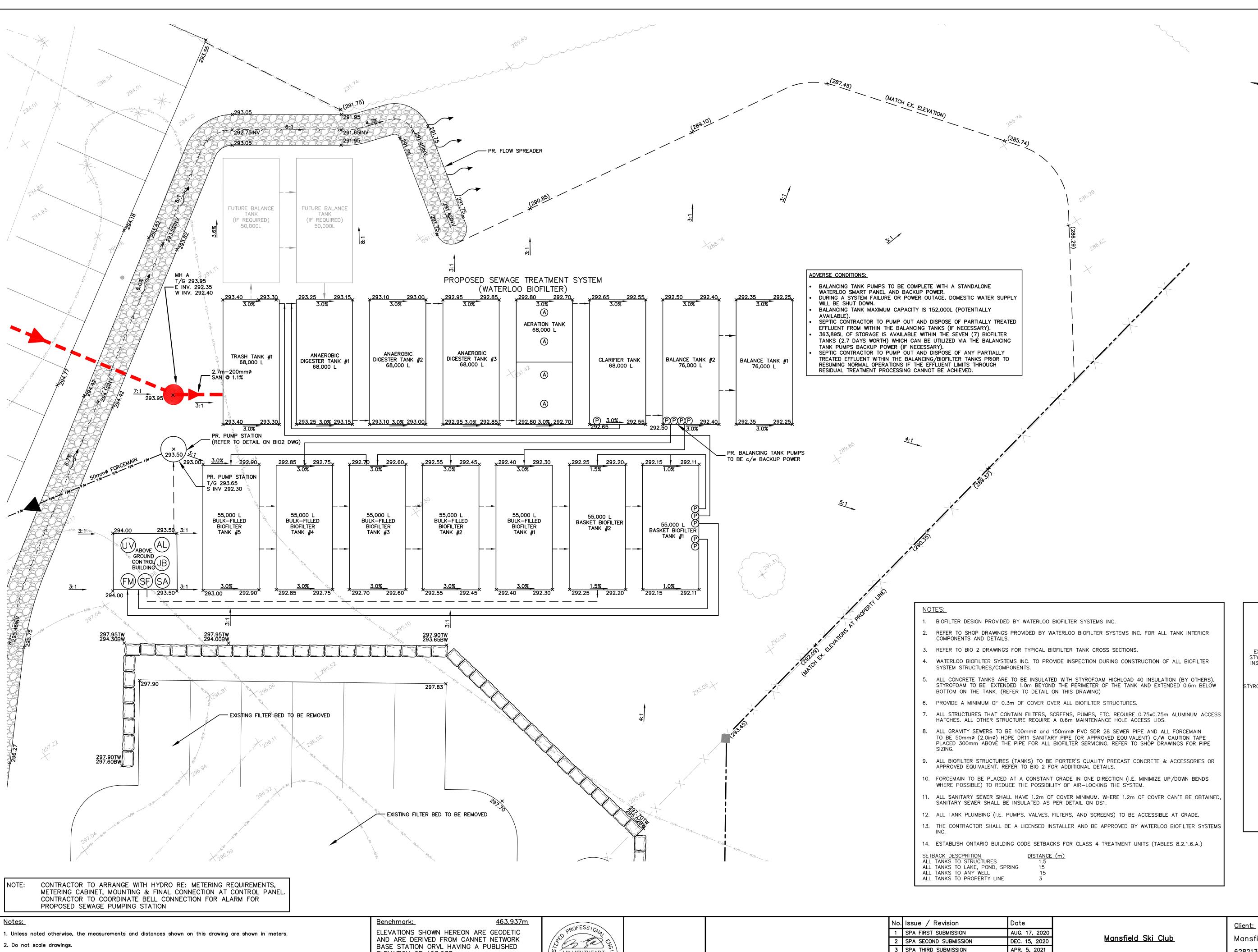












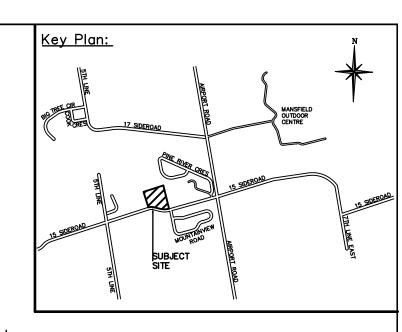
J.W.LIGHTHEART

100140403

July 27, 2021)

NOE OF ON,

ELEVATION OF 463.937m



<u>Legend:</u>

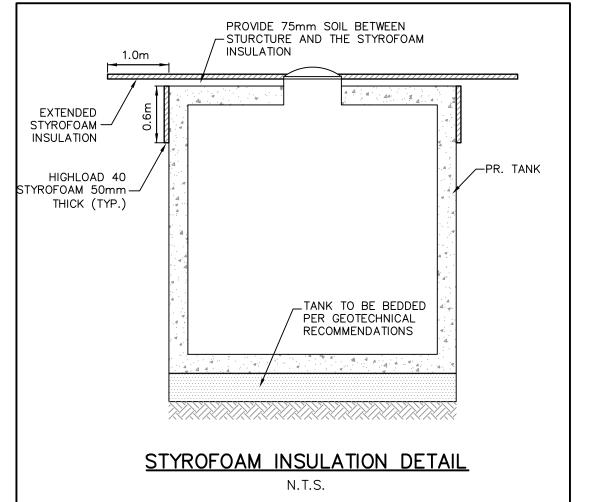
-	PR. FORCEMAIN
	PR. GRAVITY SEWER
104.90	PR. ELEVATION
(104.90)	
A	AERATOR
P	SUBMERSIBLE PUMP
SA)	SODIUM ALUMINATE X2
₿	JUMPSTART BACTERIA
(AL)	ALKALINITY
SF)	SAND FILTER X3
€M	FLOW METER
Ø	UV DISINFECTION UNIT X5

BIOFILTER TANK	GROUND ELEV.	TOP OF STRUCTURE ELEV.	INLET ELEV.	OUTLET ELEV.
TRASH TANK	293.40	292.67	292.32	292.27
ANAEROBIC DIGESTER TANK #1	293.25	292.44	292.09	292.04
ANAEROBIC DIGESTER TANK #2	293.10	292.21	291.86	291.81
ANAEROBIC DIGESTER TANK #3	292.95	292.11	291.76	291.71
AERATION TANK	292.80	291.88	291.53	291.48
CLARIFIER TANK	292.65	291.73	291.38	291.33
BALANCE TANK #2	292.50	291.63	291.28 (G)	287.73 (G 290.93 (F
BALANCE TANK #1	292.35	291.63	287.73 (G)	287.73 (G
BULK-FILLED BIOFILTER TANK #5	293.00	292.08	292.70 (M)	290.10 (G)
BULK-FILLED BIOFILTER TANK #4	292.85	292.08	292.55 (M) 290.10 (G)	290.10 (G
BULK-FILLED BIOFILTER TANK #3	292.70	291.93	292.55 (M) 289.95 (G)	289.95 (G
BULK-FILLED BIOFILTER TANK #2	292.55	291.93	292.40 (M) 289.95 (G)	289.95 (G)
BULK-FILLED BIOFILTER TANK #1	292.40	291.93	292.25 (M) 289.95 (G)	289.95 (G
BASKET BIOFILTER TANK #2	292.25	291.78	292.10 (M) 289.80 (G)	289.80 (G
BASKET BIOFILTER TANK #1	292.25	291.78	291.95 (M) 289.80 (G)	289.80 (F)
ABOVE GROUND CONTROL BUILDING	294.00	N/A	N/A	N/A
PUMP STATION	293.50	293.65	292.30	292.30

IF TANK HAS MULTIPLE INLETS AND/OR OUTLETS, ASSUME ALL INLETS ARE AT THE SAME ELEVATION AND ALL OUTLETS ARE AT THE SAME ELEVATION UNLESS OTHERWISE INDICATED.

(G) = GRAVITY SEWER (F) = FORCEMAIN

(M) = 50mm FORCEMAIN SPRAY MANIFOLD THROUGH POLYLOK RISER



CAUTION CONTRACTOR TO DETERMINE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

Mansfield Ski Club 628213 15th Sideroad PO Box 75 RPO Mansfield, Mulmur, Ontario

L9V 3M6

3 SPA THIRD SUBMISSION

5 ECA CONTINGENCY PLAN

4 SPA THIRD SUBMISSION - UPDATE APR. 12, 2021

APR. 5, 2021

JULY 27, 2021

BIOFILTER PLAN 1

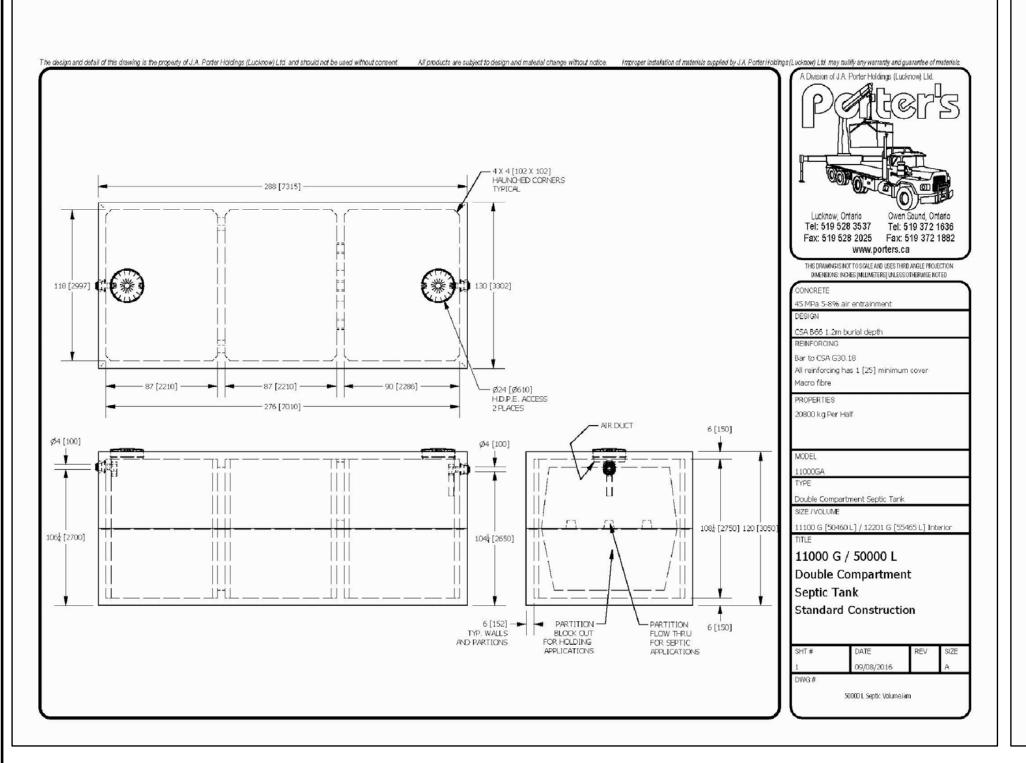
WMI & Associates Limited 119 Collier Street Barrie, Ontario L4M 1H5 Ph 705-797-2027

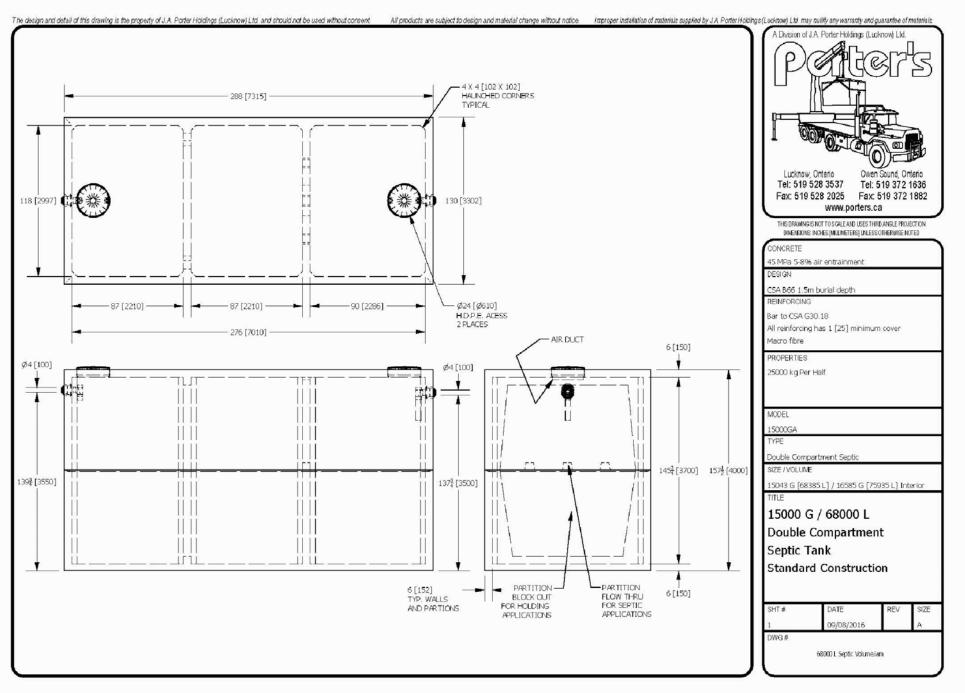
www.wmiengineering.ca Drawn By Checked By Project No. 15-319 1:100

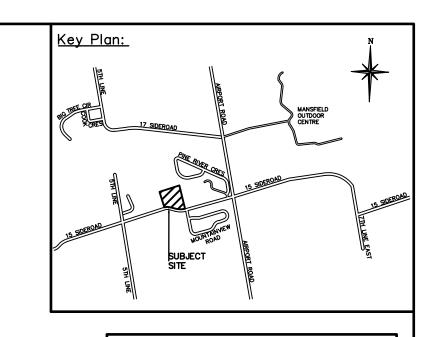
3. It is the contractor's responsibility to verify all dimensions, levels and datums on site and report any discrepancies or

5. This drawing is the exclusive property of WMI & Associates Ltd. and the reproduction of any part of this document

without prior written consent is strictly prohibited.







CAUTION CONTRACTOR TO DETERMINE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

BIOFILTER SYSTEM NOTES PROVIDED BY WATERLOO BIOFILTER SYSTEMS INC.:

- THIS IS A PRELIMINARY PROCESS DESCRIPTION FOR A WATERLOO BIOFILTER SEWAGE TREATMENT SYSTEM.
- THE MAXIMUM DAILY SEWAGE DESIGN FLOW FOR THIS FACILITY IS 135,050 L/day. THE MAXIMUM DAILY SEWAGE FLOW IS EXPECTED TO OCCUR INFREQUENTLY WITH AVERAGE FLOWS BEING AROUND HALF OF THE MAXIMUM.
- 3. THE RAW SEWAGE IS EXPECTED TO HAVE THE FOLLOWING TYPICAL CONCENTRATIONS:

BOD = 250 mg/LTSS = 210 mg/L

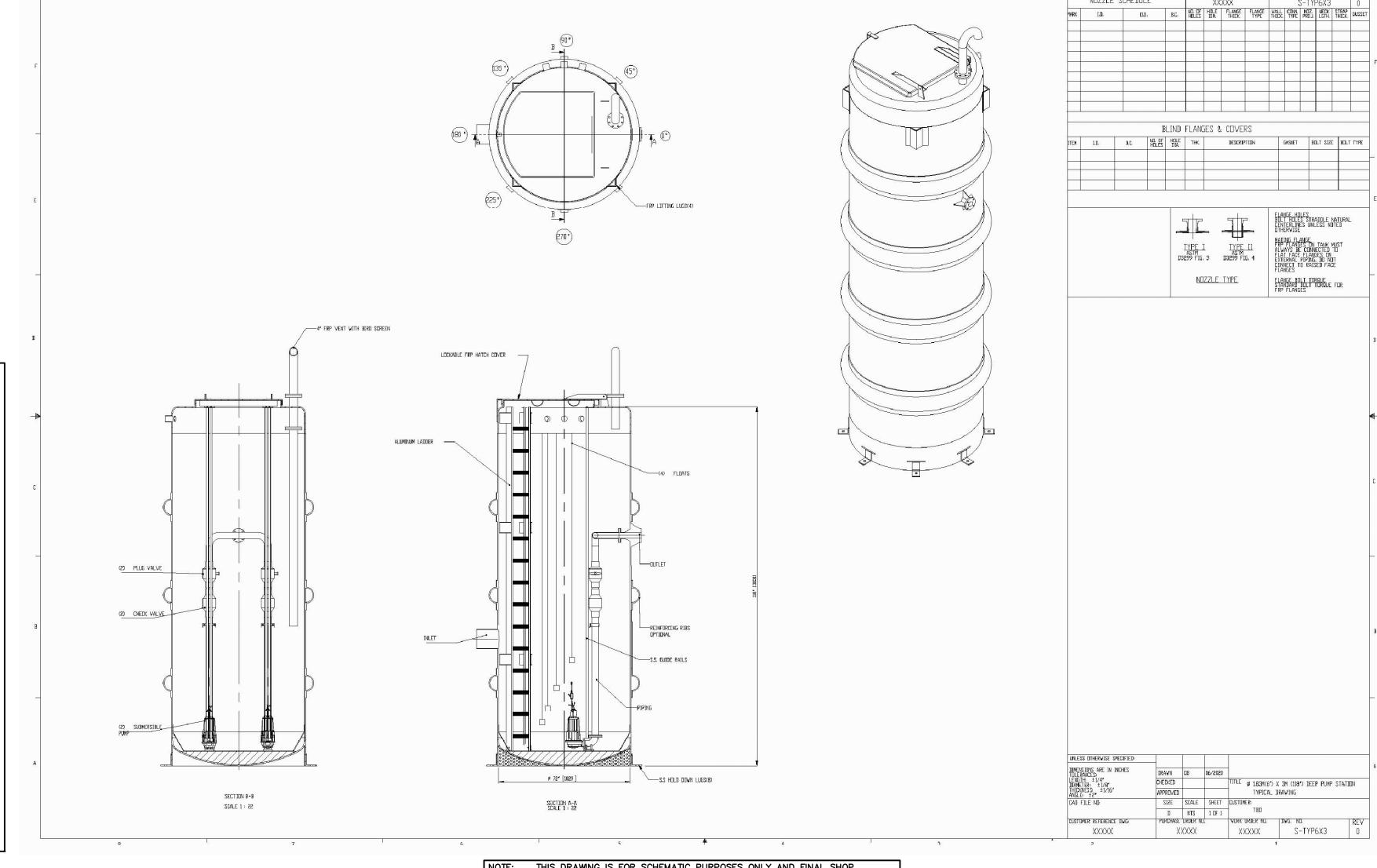
TP = 7 mg/LTKN = 60 mg/L

- ALL SANITARY SEWAGE FROM THE FACILITY IS DIRECTED INTO A 68,000 L SINGLE COMPARTMENT TRASH TANK. THE INLET AND OUTLET OF THE TANK ARE EQUIPPED WITH BAFFLES.
- THE TRASH TANK EFFLUENT FLOWS BY GRAVITY THROUGH THREE (3) 68,000 L SINGLE COMPARTMENT ANAEROBIC DIGESTER TANKS ARRANGED IN SERIES. THE INLET OF EACH TANK IS EQUIPPED WITH AN INNERTUBE. THE OUTLET OF TANK #1 AND #2 ARE EQUIPPED WITH A BAFFLE AND THE OUTLET OF TANK #3 IS EQUIPPED WITH SIX (6) EFFLUENT FILTERS.
- ANAEROBIC DIGESTER TANK #3 EFFLUENT FLOWS BY GRAVITY INTO A 68,000 L DOUBLE COMPARTMENT AERATION TANK. THE INLET OF THE TANK IS EQUIPPED WITH A BAFFLE. THE AERATION TANK HOUSES FOUR (4) AERATORS, TWO (2) IN EACH COMPARTMENT. THE OUTLET OF THE TANK IS EQUIPPED WITH A BAFFLE.
- THE AERATION TANK EFFLUENT FLOWS BY GRAVITY INTO A 68,000 L DOUBLE COMPARTMENT CLARIFIER TANK. THE INLET OF THE TANK IS EQUIPPED WITH AN INNERTUBE. A SUBMERSIBLE PUMP RECIRCULATES A PORTION OF THE EFFLUENT TO THE INLET OF THE TRASH TANK. THE OUTLET OF THE TANK IS EQUIPPED WITH
- THE CLARIFIER TANK EFFLUENT FLOWS BY GRAVITY INTO A 76,000 L SINGLE COMPARTMENT BALANCING TANK #2 WHICH IS CONNECTED BY BOTTOM DRAINS WITH A 76,000 L SINGLE COMPARTMENT BALANCING TANK #1. BALANCING TANK #2 IS EQUIPPED WITH TWO (2) PAIRS OF SUBMERSIBLE PUMPS, WITH EACH PAIR
- THE EFFLUENT IS DOSED FROM BALANCING TANK #2 TO FIVE (5) 55,000 L SINGLE COMPARTMENT BULK-FILLED BIOFILTER TANKS EACH FILLED WITH 55 m³ OF BIOFILTER MEDIUM (275 m³ TOTAL). THE FIRST PAIR OF PUMPS IN BALANCING TANK #2 DOSES BULK-FILLED BIOFILTER TANKS #1, #2, AND HALF OF #3. THE SECOND PAIR OF PUMPS IN BALANCING TANK #2 DOSES BULK FILLED BIOFILTER TANKS #4, #5, AND HALF OF #3. THE EFFLUENT IS EVENLY DISTRIBUTED OVER THE SURFACE OF THE MEDIUM AND TREATED AS IT TRICKLES THROUGH THE INTERIOR OF THE MEDIUM. SMALL, LOW VOLTAGE AIR FANS AND PASSIVE VENTING PROMOTE AEROBIC CONDITIONS. THE BULK-FILLED BIOFILTER TANKS ARE CONNECTED BY BOTTOM DRAINS.
- 10. BULK-FILLED BIOFILTER TANK #1 IS CONNECTED BY BOTTOM DRAINS TO A 55,000 L SINGLE COMPARTMENT BASKET BIOFILTER TANK #2 WHICH IN TURN IS
 CONNECTED BY BOTTOM DRAINS TO A 55,000 L BASKET BIOFILTER TANK #1. BASKET BIOFILTER TANK #1 IS EQUIPPED WITH THREE (3) SUBMERSIBLE PUMPS OPERATING ON SEPARATE TIMERS AND TWO (2) SUBMERSIBLE PUMPS OPERATING ON ALTERNATING DEMAND.
- . THE FIRST SIMPLEX PUMP IN BASKET BIOFILTER TANK #1 PUMPS A MAXIMUM OF 43,000 L/day TO THREE (3) BASKETS LOCATED IN EACH OF BASKET BIOFILTER TANK #1 & #2. EACH BASKET IS FILLED WITH 10 m 3 OF BIOFILTER MEDIUM (60 m 3 TOTAL). THE SEWAGE IS EVENLY DISTRIBUTED OVER THE SURFACE OF THE MEDIUM AND TREATED AS IT TRICKLES THROUGH THE INTERIOR OF THE MEDIUM. SMALL, LOW VOLTAGE AIR FANS AND PASSIVE VENTING PROMOTE AEROBIC CONDITIONS. THE EFFLUENT FROM THE BASKETS MIXES WITH THE EFFLUENT FROM THE BULK-FILLED BIOFILTER TANKS.
- 12. THE SECOND SIMPLEX PUMP IN BASKET BIOFILTER TANK #1 RECIRCULATES A PORTION OF THE EFFLUENT (PERCENTAGE IS ADJUSTABLE) TO THE INLET OF THE TRASH TANK.
- 13. THE THIRD SIMPLEX PUMP IN BASKET BIOFILTER TANK #1 PUMPS A PORTION OF THE EFFLUENT (PERCENTAGE IS ADJUSTABLE) TO THREE (3) SAND FILTERS LOCATED IN AN ABOVE GROUND CONTROL BUILDING. THE EFFLUENT FROM THE SAND FILTERS DRAINS BY GRAVITY BACK TO BASKET BIOFILTER TANK #1.
- 14. THE PAIR OF PUMPS IN BASKET BIOFILTER TANK #1 PUMP THE EFFLUENT THROUGH A FLOW METER AND FIVE (5) UV DISINFECTION UNITS LOCATED IN THE ABOVE
- GROUND CONTROL BUILDING. 15. THE CONTROL BUILDING ALSO HOUSES FOUR (4) METERING PUMPS. THE FIRST TO DOSE SODIUM ALUMINATE INTO THE TRASH TANK AND/OR ANAEROBIC DIGESTER
- TANK #2, THE SECOND TO DOSE SODIUM ALUMINATE INTO ANAEROBIC DIGESTER TANK #2 AND/OR THE CLARIFIER TANK, THE THIRD TO DOSE AN ALKALINITY CHEMICAL INTO THE CLARIFIER TANK, AND THE FOURTH TO DOSE BENEFICIAL BACTERIA TO THE INLET OF BALANCING TANK #2.
- 16. THE UV EFFLUENT CONTINUES TO A PUMP STATION SUPPLIED BY JOHN BROOKS COMPANY LIMITED.
- 7. ALL PUMPS ARE RUN BY A WATERLOO SMART PANEL(S). THE WATERLOO SMART PANEL PROVIDES REMOTE MONITORING, CONTROL, AND DATA LOGGING OVER A STABLE WIRELESS CELLULAR NETWORK. THIS FUNCTIONALITY ALLOWS FOR REAL TIME OPERATIONAL ADJUSTMENTS TO OPTIMIZE SYSTEM PERFORMANCE. THE WATERLOO SMART PANEL ALSO IMMEDIATELY NOTIFIES THE SERVICE PROVIDER OF A PUMP FAILURE OR HIGH LEVEL ALARM, PROVIDING THEM WITH VITAL INFORMATION TO LIMIT SITE VISITS WHILE KEEPING THE SYSTEM OPERATING PROPERLY. THE BALANCING TANK #2 PUMPS ARE RUN BY THEIR OWN SMART PANEL THAT IS CONNECTED TO BACK-UP POWER.
- 18. ADHERENCE TO BEST MANAGEMENT PRACTICES (PROVIDING THE APPROPRIATE STRENGTH SEWAGE, PERFORMING ROUTINE MAINTENANCE, LIMITING TOXINS ENTERING THE SYSTEM, ETC.) IS NECESSARY FOR OPTIMAL PERFORMANCE OF THE WATERLOO BIOFILTER TREATMENT SYSTEM OUTLINED IN THIS SCHEMATIC, WHICH IS DESIGNED FOR THE FOLLOWING EFFLUENT OBJECTIVES (LIMITS) (LOADING LIMITS):

cBOD = 10.0 mg/L (15.0 mg/L) (2.0 kg/day)TSS = 10.0 mg/L (15.0 mg/L) (2.0 kg/day)TP = 0.5 mg/L (1.0 mg/L) (0.14 kg/day)TAN = 3.0 mg/L (5.0 mg/L) (0.68 kg/day)E.Coli = 100 cfu/100 mL (200 cfu/100 mL)pH = 6.5 to 8.5 (6.0 to 9.0)

PUMP STATION NOTES:

- THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT UPLIFT DURING CONSTRUCTION.
- ELECTRICAL CONDUITS SHALL BE BURIED 0.9m MIN. BELOW FINISHED GRADE C/W TRACING WIRE.
- 3. DUTY POINT: 2.5 L/S @ 14.40m TDH
- ONE (1) JOHN BROOKS DUPLEX SUBMERSIBLE PUMP STATION WITH THE FOLLOWING
- (2) TWO SUBMERSIBLE SEWAGE GRINDER PUMP
- (2) TWO 10FT GALV LIFTING CHAIN PACKAGES - (1) ONE STAINLESS STEEL LEVEL CONTROL BRACKET #10-0253
- (1) ONE NEMA 4X DUPLEX CONTROL PANEL WITH HWA & AUX CONTACT (#10-1044). - (4) FOUR #10-0744 LEVEL CONTROLS ONE
- (4) FOUR FLOATATION WEIGHTS
- (2) JUNCTION BOX (WIRING BY OTHERS)
- (1) ONE FIBERGLASS BASIN (1800mmø X 3.0m DEEP) WITH QUICK DISCONNECTS, PVC DISCHARGE PIPING, GUIDE RAILS, FIBERGLASS COVER AND HATCHES
- (2) TWO 2x2 EZ-OUT ASSEMBLY WITH UPPER GUIDE BRACKET #39-0083
- (2) TWO #30-0152 2" CAST IRON FULL FLOW CHECK VALVE
- (2) TWO SHUT OFF VALVES
- (2) TWO VENTS
- UNLOADING AND INSTALLATION TO BE COMPLETED BY THE CONTRACTOR **ANTI-FLOAT CONCRETE BLOCK REQUIRED
- (PUMP STATION BALLAST TO BE DONE BY OTHERS)
- SUITABLE CONDUIT SEALS ARE TO BE SUPPLIED AND INSTALLED BETWEEN THE JUNCTION BOX AND THE PANEL AS REQUIRED BY THE CANADIAN ELECTRICAL CODE, THE ENGINEER OR THE AUTHORITY HAVING JURISDICTION
- VENT PIPE ASSEMBLY AS PER DETAIL ON BROOKS DRAWING
- ELECTRICAL WORK AND EQUIPMENT IN WET WELL TO COMPLY WITH THE CURRENT ONTARIO ELECTRICAL CODE



NOTE: THIS DRAWING IS FOR SCHEMATIC PURPOSES ONLY AND FINAL SHOP DRAWINGS ARE TO BE PROVIDED BY JOHN BROOKS COMPANY PRIOR TO CONSTRUCTION.

1. Unless noted otherwise, the measurements and distances shown on this drawing are shown in meters.

Do not scale drawings.

3. It is the contractor's responsibility to verify all dimensions, levels and datums on site and report any discrepancies or omissions to WMI & Associates Ltd. prior to construction.

4. This drawing is to be read and understood in conjunction with all other relevant documents applicable to this project. 5. This drawing is the exclusive property of WMI & Associates Ltd. and the reproduction of any part of this document without prior written consent is strictly prohibited.

<u>Benchmark:</u> ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE DERIVED FROM CANNET NETWORK BASE STATION ORVL HAVING A PUBLISHED ELEVATION OF 463.937m



No.	Issue / Revision	Date
1	SPA FIRST SUBMISSION	AUG. 17, 2020
2	SPA SECOND SUBMISSION	DEC. 15, 2020
3	SPA THIRD SUBMISSION	APR. 5, 2021
4	SPA THIRD SUBMISSION - UPDATE	APR. 12, 2021

<u>Mansfield Ski Club</u>

BIOFILTER PLAN 2

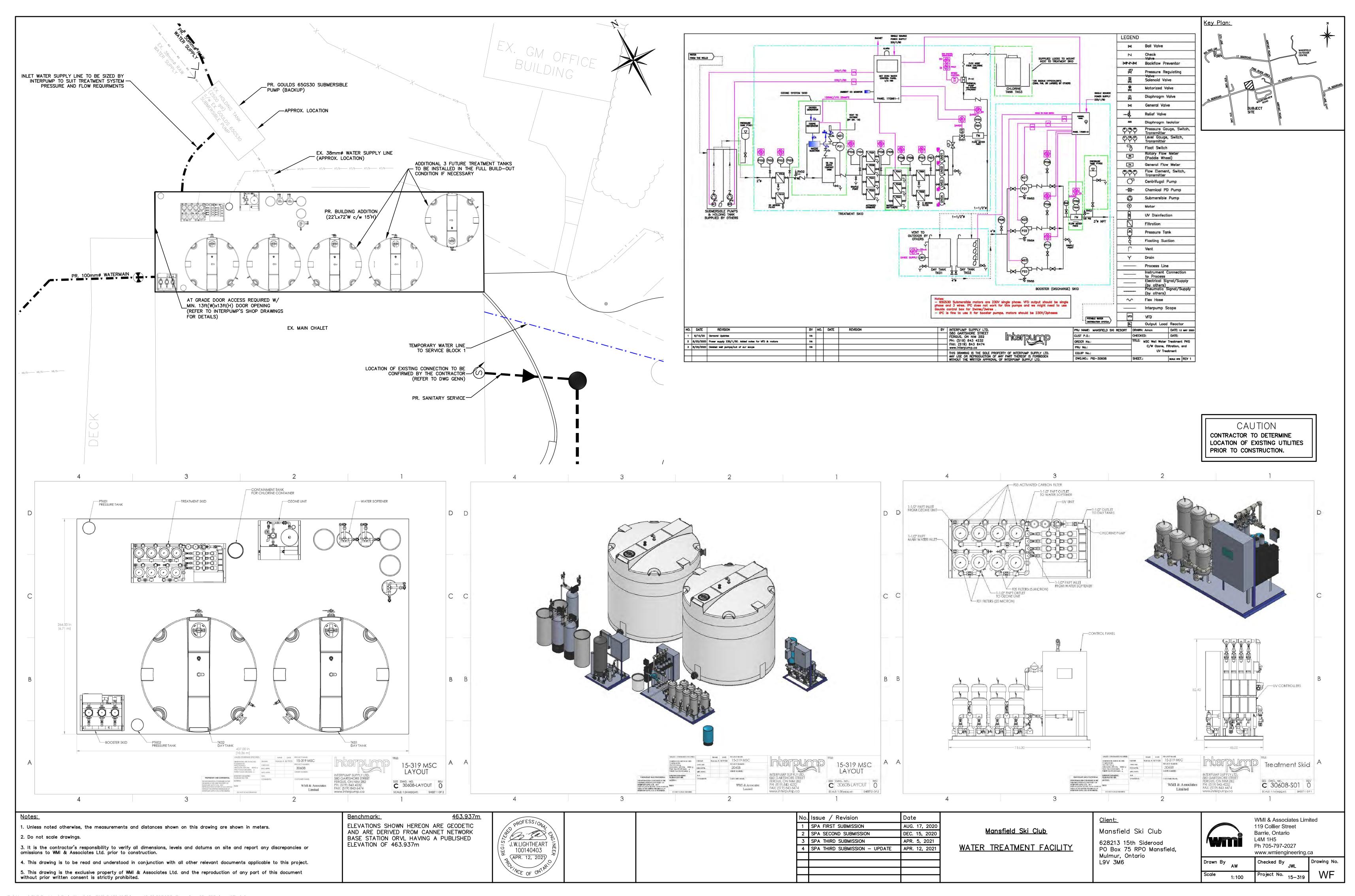
Mansfield Ski Club 628213 15th Sideroad PO Box 75 RPO Mansfield,

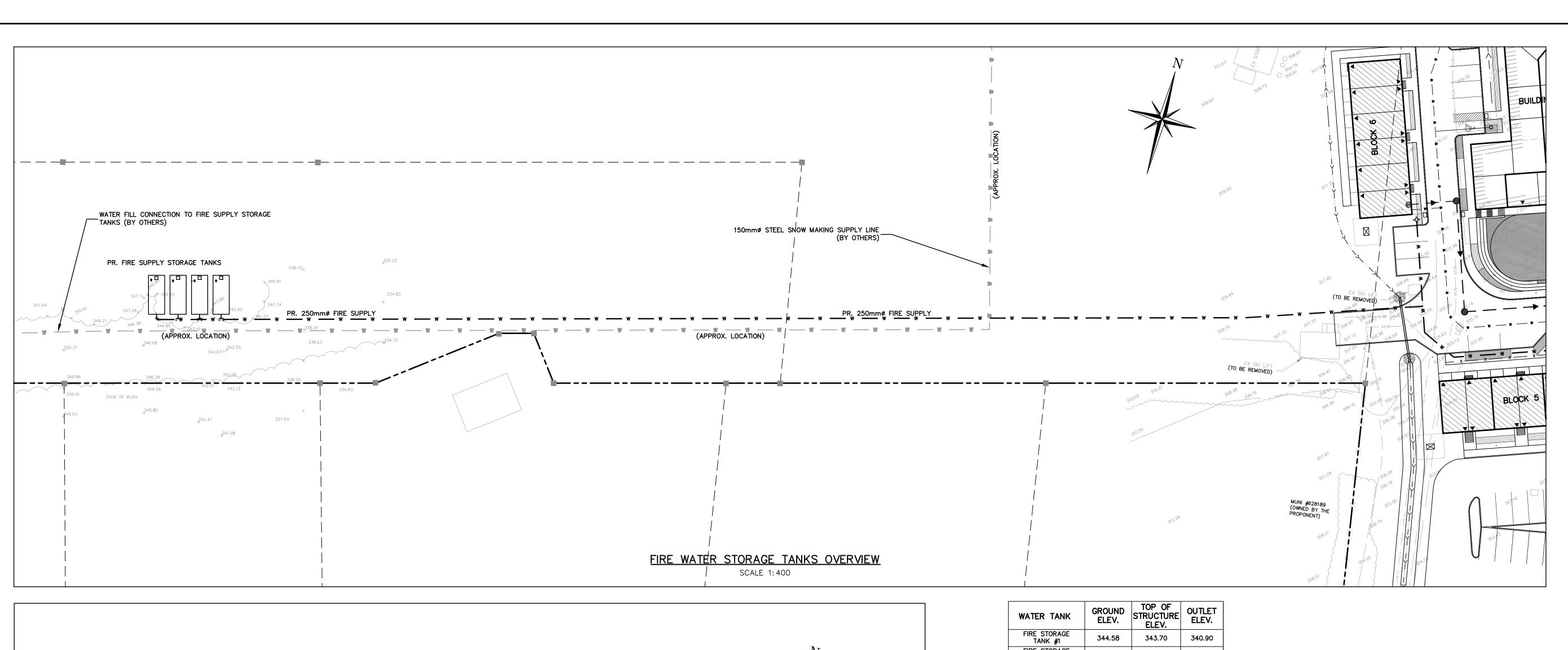
Mulmur, Ontario

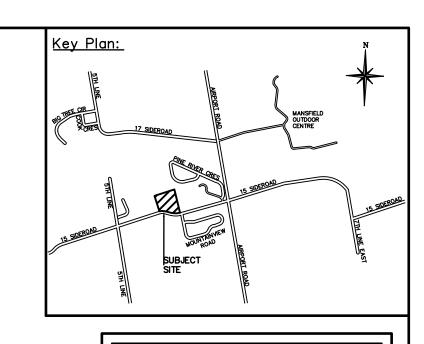
L9V 3M6

WMI & Associates Limited 119 Collier Street Barrie, Ontario Ph 705-797-2027

www.wmiengineering.ca Drawn By Checked By Project No. 15-319 1:100







CAUTION CONTRACTOR TO DETERMINE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



CONNECTION TO SNOW MAKING POND PIPE_

,341.08

TO BE DESIGNED BY OTHERS

(BY OTHERS)

150mmø STEEL SNOW MAKING PIPE

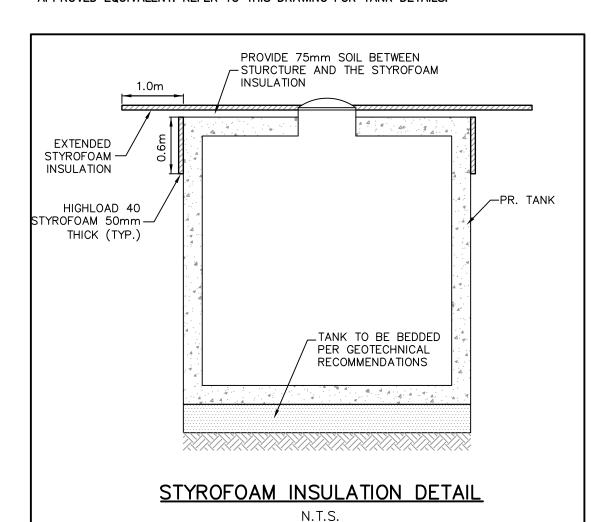
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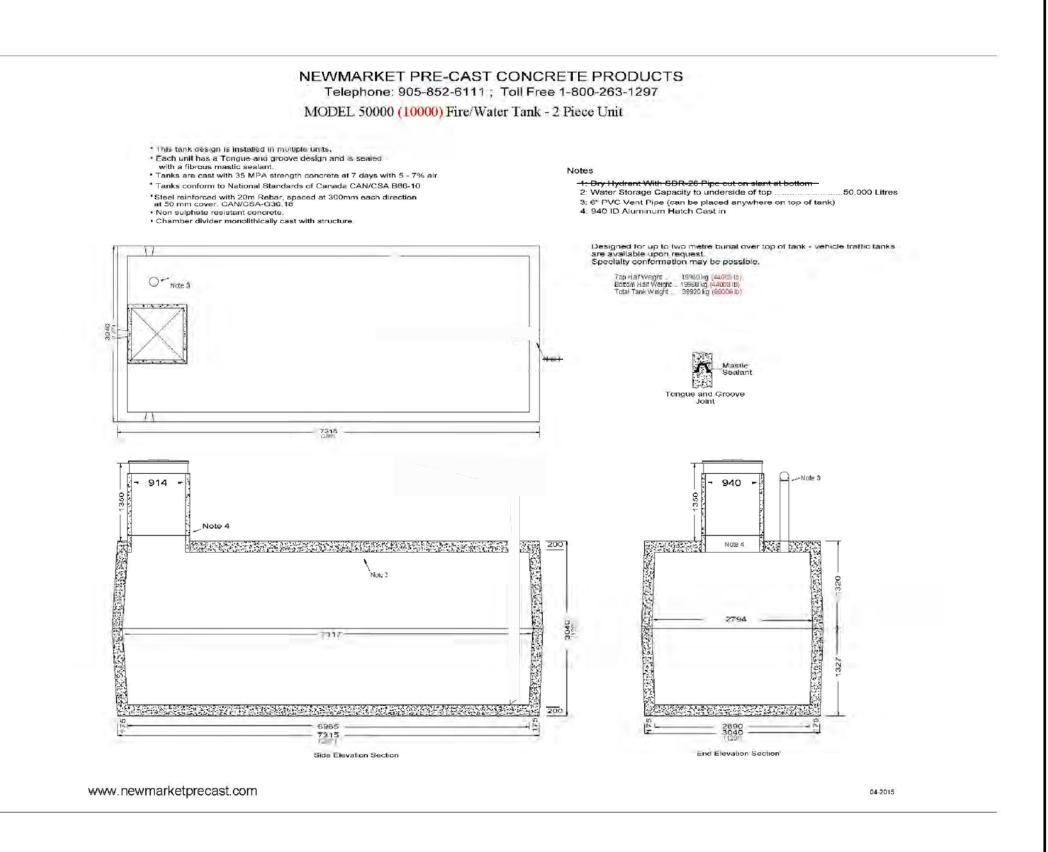
334.83

- TANK ACCESS MUST BE PROVIDED VIA LOCKED WATER CHUTE ACCESS HATCH COMPLETE WITH
- 2. ALL CONNECTIONS TO THE STORAGE TANKS ARE TO BE WATER TIGHT.

DETAIL ON THIS SHEET)

- 3. TANK IS TO BE BEDDED AS PER GEOTECHNICAL RECOMMENDATIONS. 4. REFER TO DRAWING ON THIS SHEET FOR 50,000L TANK CROSS SECTION DETAILS.
- 5. ALL CONCRETE TANKS ARE TO HAVE 1.2m COVER (MIN.) OR TO BE INSULATED (REFER TO
- 6. ALL STRUCTURES (TANKS) TO BE NEWMARKET PRE-CAST CONCRETE PRODUCTS OR APPROVED EQUIVALENT. REFER TO THIS DRAWING FOR TANK DETAILS.





<u>N</u>	<u>otes:</u>															
1.	Unless	noted	otherwise,	the	measurements	and	distances	shown	on	this	drawing	are	shown	in	meters.	

3. It is the contractor's responsibility to verify all dimensions, levels and datums on site and report any discrepancies or omissions to WMI & Associates Ltd. prior to construction. 4. This drawing is to be read and understood in conjunction with all other relevant documents applicable to this project.

5. This drawing is the exclusive property of WMI & Associates Ltd. and the reproduction of any part of this document

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE DERIVED FROM CANNET NETWORK BASE STATION ORVL HAVING A PUBLISHED ELEVATION OF 463.937m

PR. VENT PIPE (TYP.)

(SEE DETAIL ON THIS SHEET)

ALL PIPING BETWEEN TANKS TO BE __ 250mmø UNLESS OTHERWISE NOTED

349.86

PR. LIMIT OF DISTURBANCE -

EDGE OF BUSH

345.80

<u>Benchmark:</u>

FIRE WATER STORAGE TANKS DETAIL



337.64

L	No.	Issue / Revision	Date
	1	SPA FIRST SUBMISSION	AUG. 17, 2020
	2	SPA SECOND SUBMISSION	DEC. 15, 2020
	3	SPA THIRD SUBMISSION	APR. 5, 2021
	4	SPA THIRD SUBMISSION - UPDATE	APR. 12, 2021

Mansfield Ski Club

FIRE WATER STORAGE

<u>Client:</u> Mansfield Ski Club 628213 15th Sideroad PO Box 75 RPO Mansfield, Mulmur, Ontario L9V 3M6

WMI & Associates Limited 119 Collier Street Barrie, Ontario L4M 1H5 Ph 705-797-2027 www.wmiengineering.ca

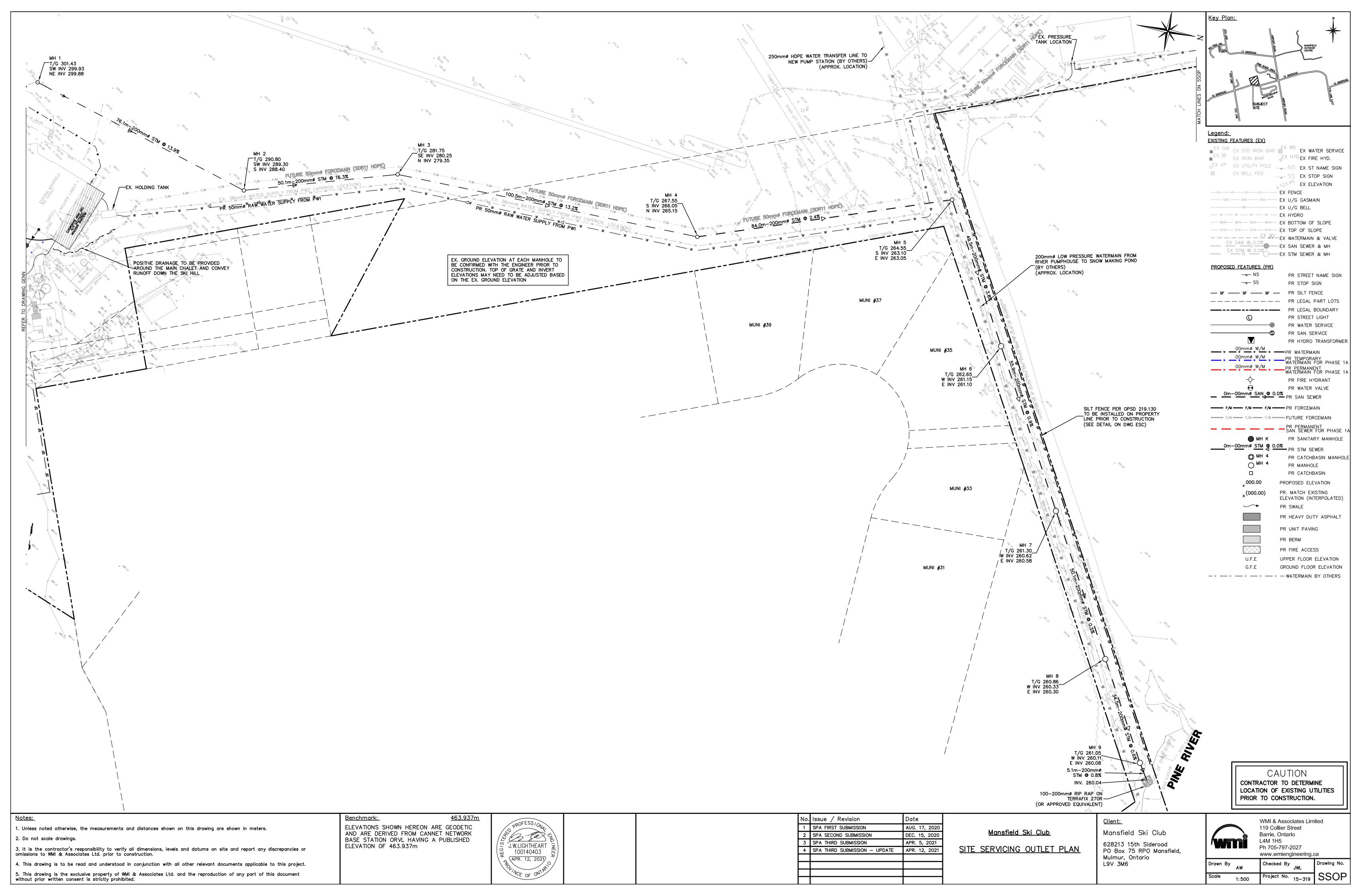
Drawn By Checked By Project No. 15-319

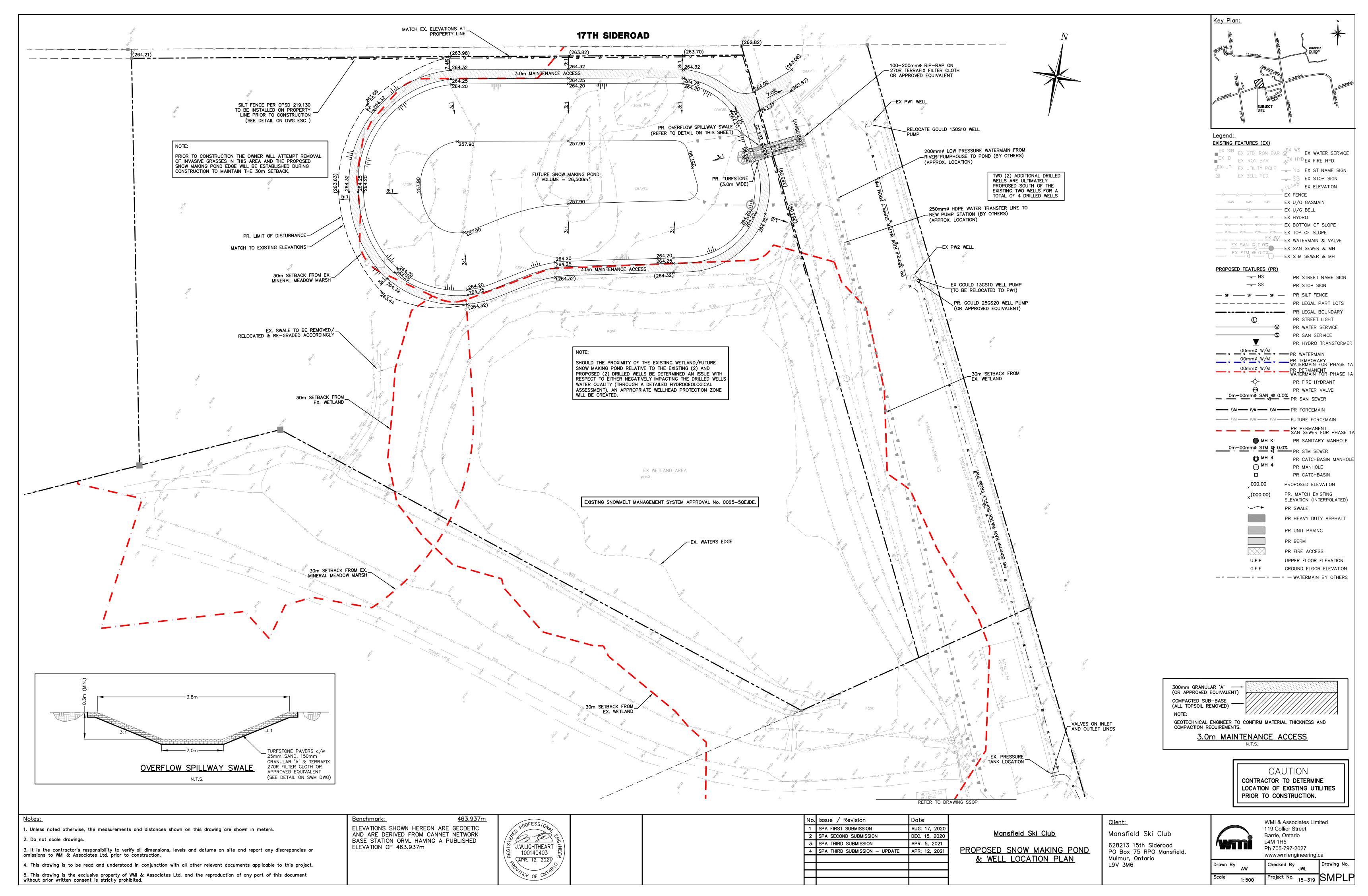
EDGE OF BUSH

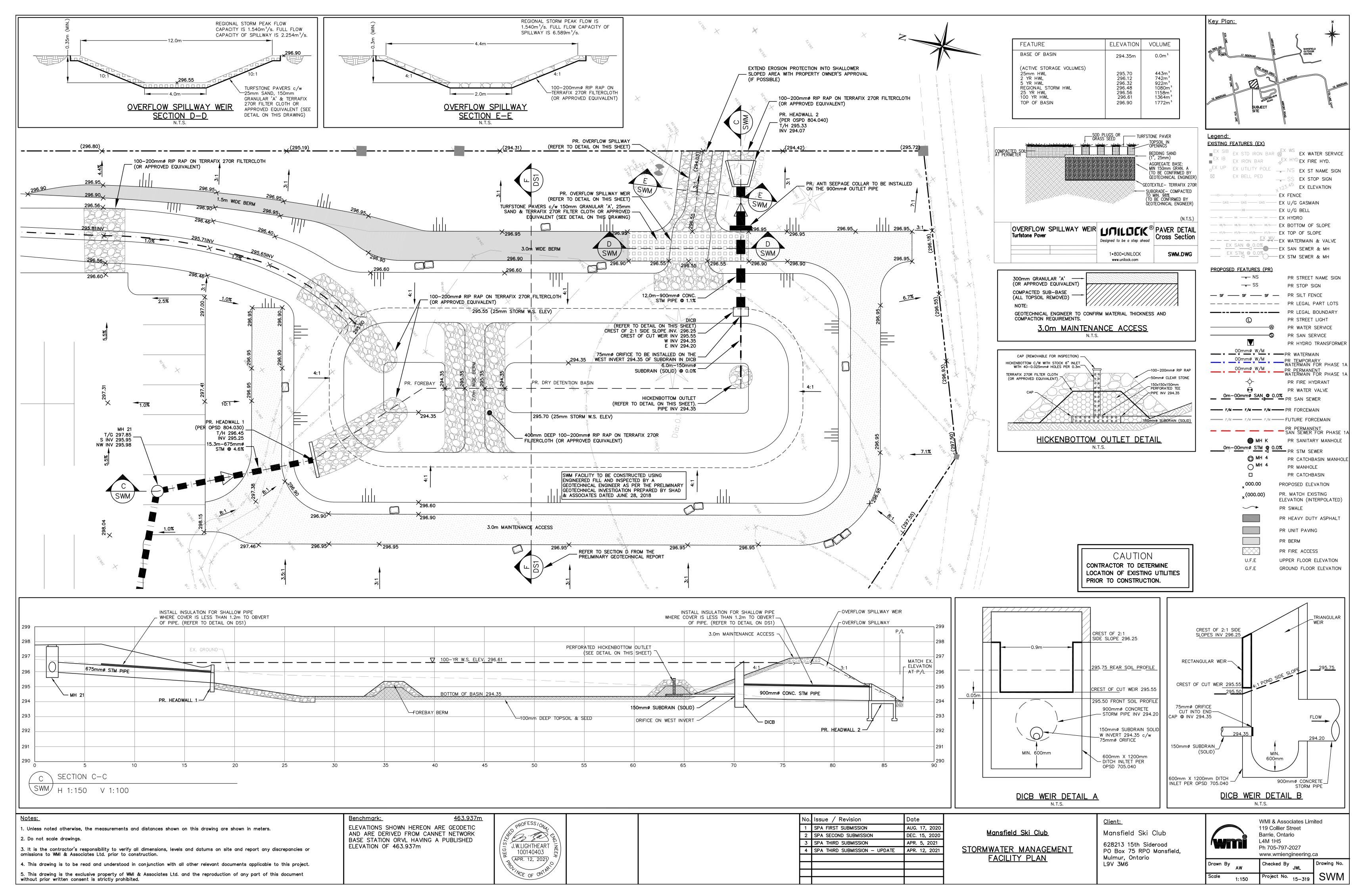
2. Do not scale drawings.

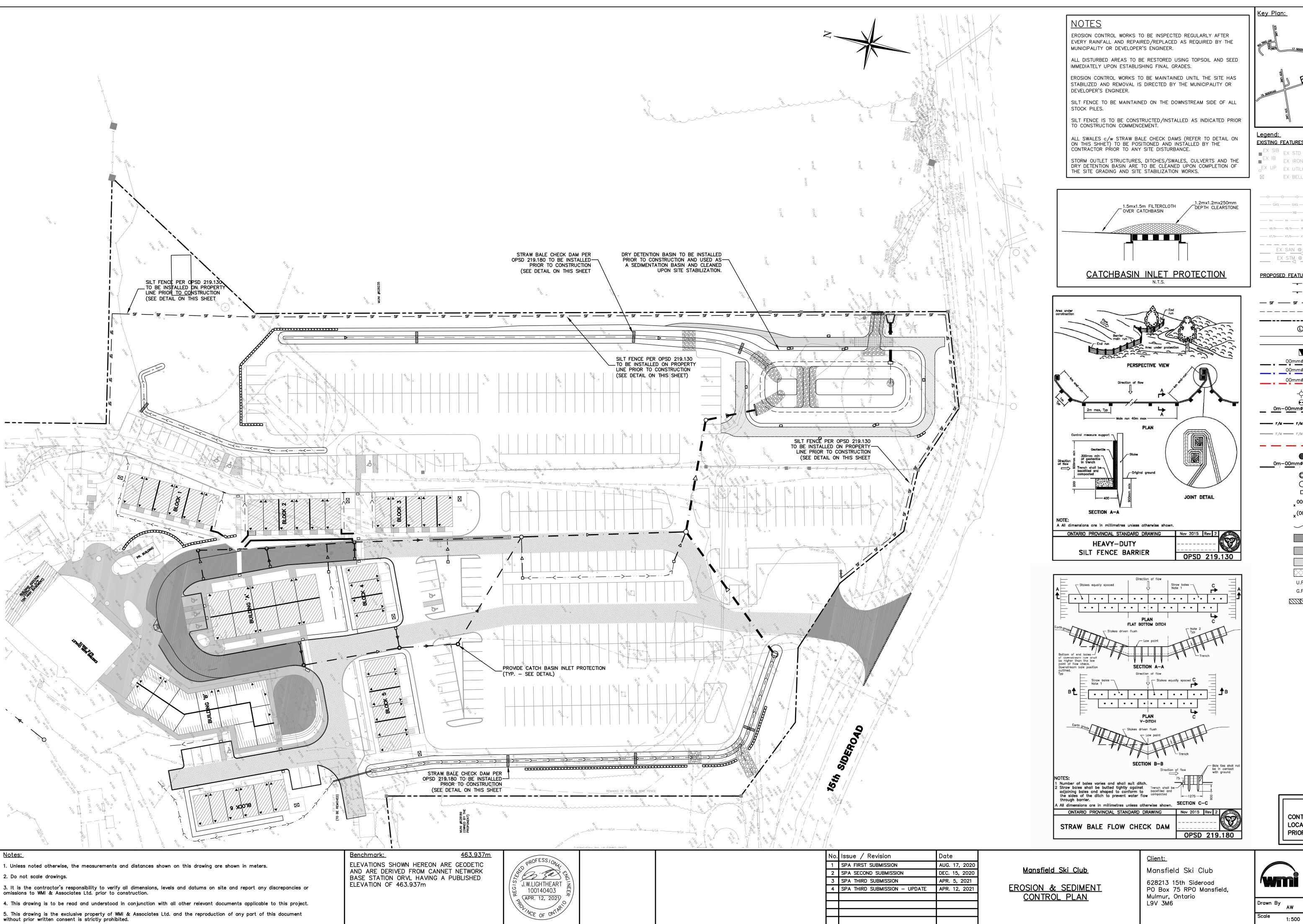
without prior written consent is strictly prohibited.

354.49









EXISTING FEATURES (EX)

EX SIB EX STD IRON BAR EX WATER SERVICE EX IB EX IRON BAR EX HYD EX FIRE HYD. oEX UP EX UTILITY POLE __ NS EX ST NAME SIGN SS EX STOP SIGN

> 123.45 EX ELEVATION EX FENCE — EX U/G GASMAIN EX U/G BELL

— XH — XH — XH — EX HYDRO ----EX WATERMAIN & VALVE EX SAN © 0.0% EX SAN SEWER & MH EX STM © 0.0% EX STM SEWER & MH

PROPOSED FEATURES (PR)

PR STREET NAME SIGN PR STOP SIGN — SF —— SF —— PR SILT FENCE — — — — — — PR LEGAL PART LOTS

PR LEGAL BOUNDARY PR STREET LIGHT PR WATER SERVICE PR SAN SERVICE

PR HYDRO TRANSFORMER 00mmø W/M w PR TEMPORARY
WATERMAIN FOR PHASE 1/

PR FIRE HYDRANT PR WATER VALVE ____Om-OOmmøSAN OOO 0.0% PR SAN SEWER

F/M F/M F/M FUTURE FORCEMAIN

MH K
PR SANITARY MANHOLE 0m-00mmø STM @ 0.0% PR STM SEWER

PR CATCHBASIN MANHOLE PR MANHOLE PR CATCHBASIN ...000.00

PROPOSED ELEVATION PR. MATCH EXISTING (000.00) ELEVATION (INTERPOLATED) PR SWALE

PR HEAVY DUTY ASPHALT PR UNIT PAVING PR BERM

PR FIRE ACCESS UPPER FLOOR ELEVATION U.F.E G.F.E

GROUND FLOOR ELEVATION PR STRAW BALE CHECK DAM

CAUTION CONTRACTOR TO DETERMINE

LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

WMI & Associates Limited 119 Collier Street Barrie, Ontario L4M 1H5 Ph 705-797-2027

www.wmiengineering.ca Checked By Project No. 15-319

GENERAL - CONSTRUCTION

- 1. ALL MEASUREMENTS ARE IN METRES, PIPE SIZES IN MILLIMETRES, UNLESS OTHERWISE NOTED.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT MUNICIPAL STANDARDS AND THE MOST CURRENT ONTARIO PROVINCIAL STANDARD DRAWINGS AND SPECIFICATIONS (IN THAT ORDER UNLESS NOTED OTHERWISE). IF A DISCREPANCY ARISES THE MUNICIPAL STANDARDS ARE TO GOVERN.
- LOCATIONS OF EXISTING SERVICES ARE NOT GUARANTEED. CONTRACTOR TO CONFIRM EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. THE
- THE CONTRACTOR SHALL INFORM THE MUNICIPALITY AND ENGINEER A MINIMUM OF 48 HOURS IN ADVANCE OF COMMENCING ANY WORK. THE CONTRACTOR IS RESPONSIBLE
- FOR COORDINATING INSPECTION FOR ALL CIVIL WORKS WITH THE ENGINEER IN ORDER TO PROVIDE SUFFICIENT CERTIFICATION AS REQUIRED BY THE MUNICIPALITY. 5. ALL DIMENSIONS AND ELEVATIONS ARE TO BE CHECKED AND VERIFIED BY THE CONTRACTOR. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.
- 6. TRAFFIC CONTROLS TO CONFORM TO THE LATEST REVISION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND ONTARIO TRAFFIC MANUAL TEMPORARY

CONTRACTOR IS REQUIRED TO NOTIFY THE VARIOUS UTILITY COMPANIES 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK.

- 7. STREET AND TRAFFIC SIGNS M.T.O. STANDARDS
- 8. FILTER FABRIC TERRAFIX 270R OR APPROVED EQUAL.
- DEWATERING TO BE CARRIED OUT IN ACCORDANCE WITH OPSS-517 AND 518 TO MAINTAIN ALL TRENCHES IN A DRY CONDITION, CONTRACTOR IS RESPONSIBLE FOR
- 10. ALL DISTURBED AREAS WITHIN EXISTING RIGHT-OF-WAYS ARE TO BE REINSTATED TO THEIR ORIGINAL CONDITION OR BETTER AS DETERMINED BY THE MUNICIPALITY (MIN 300mm TOPSOIL AND NURSERY SOD).
- 11. ALL SEWER SYSTEMS INCLUDING SERVICE CONNECTIONS TO THE SEWER MAINS AS WELL AS CATCHBASINS AND MANHOLES SHALL BE THOROUGHLY FLUSHED AND/OR CLEANED OF DEBRIS AND ALL PIPES SHALL BE TESTED IN ACCORDANCE WITH OPS AND SHALL BE INSPECTED BY AN APPROVED VIDEO CAMERA TESTING COMPANY AND THE ENGINEER SHALL BE PROVIDED A COPY OF APPROPRIATE DATA UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL. ANY SECTIONS OF SEWER OR SERVICE CONNECTIONS THAT FAIL TO MEET THE REQUIREMENTS SHALL BE REPAIRED OR REPLACED AT THE DIRECTION OF THE ENGINEER. ONLY CHEMICAL PRESSURE GROUTING REPAIR TECHNIQUES WILL BE CONSIDERED ACCEPTABLE.
- 12. THESE ENGINEERING DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE LATEST VERSION OF THE GEOTECHNICAL INVESTIGATION. GEOTECHNICAL INSPECTION & MATERIALS TESTING TO BE PROVIDED DURING ALL SERVICING, PARKING LOT SUB-GRADE, PARKING LOT BASE, PAVEMENT, SWM POND, BERMING AND CONCRETE WORKS.
- 13. FOR SPECIFIC DIMENSIONS AND BUILDING INFORMATION REFER TO SITE PLAN/ARCHITECTURAL DRAWINGS.
- 14. PIPE DEFLECTION SHOULD BE USED WHEREVER POSSIBLE TO MINIMIZE THE USE OF BENDS, WHEREVER IT IS NECESSARY TO DEFLECT FROM A STRAIGHT LINE, EITHER IN THE VERTICAL OR HORIZONTAL PLANE. THE AMOUNT OF DEFLECTION SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS.

ABOVE GROUND WORKS:

CONDITIONS (BOOK 7).

- 1. SUB-GRADE PREPARATION TO BE COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATIONS RECOMMENDATIONS.
- 2. ASPHALT SURFACES TO BE CONSTRUCTED AS SHOWN ON THE PAVEMENT CROSS-SECTIONS DETAIL.
- ENTRANCE CONNECTIONS TO CONSIST OF GRINDING EXISTING ASPHALT AND PROVIDE 0.3m WIDE OVERLAP JOINT AS SHOWN ON THE PAVEMENT LAP JOINT DETAIL.
- 4. CONCRETE CURB ON THE PROPERTY TO BE AS PER OPSD-600.110 BARRIER CURB.
- 5. SIDEWALKS TO BE CONSTRUCTED AS PER OPSD 310.010, 310.020, & 310.030.
- 6. CONCRETE STRENGTH FOR CURB AND SIDEWALK IS TO BE 30MPa AT 28 DAYS.
- 7. A ROAD OCCUPANCY PERMIT IS REQUIRED PRIOR TO COMMENCEMENT OF WORK IN ANY MUNICIPAL RIGHT-OF-WAY.
- 8. A SITE ALTERATION PERMIT MAY BE REQUIRED FROM THE MUNICIPALITY PRIOR TO THE COMMENCEMENT OF EARTHWORKS.

SANITARY SEWER:

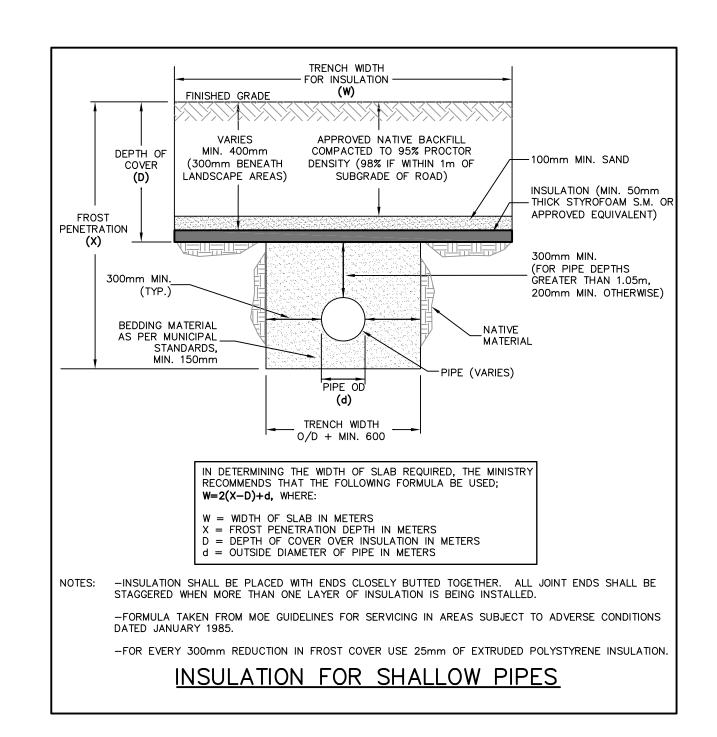
- 1. SANITARY MANHOLES TO BE 1200mmø AS PER OPSD 701.010 WITH BENCHING ACCORDING TO OPSD-701.021.
- 2. ALL SANITARY SEWERS TO BE PVC SDR-35 (OR APPROVED EQUIVALENT). ALL SANITARY SERVICES TO BE PVC SDR-28. BEDDING TO BE IN ACCORDANCE WITH OPSD 1006.020 AND 802.010.
- PROVIDE SANITARY SEWER CLEANOUTS AS REQUIRED BY THE ONTARIO BUILDING CODE.
- 4. ALL SANITARY MANHOLES SHALL BE COMPLETED WITH FROST STRAPS PER OPSD 701.100.
- MODULAR ADJUSTMENT UNITS FOR MANHOLES TO BE PROVIDED IN ACCORDANCE WITH OPSD 704.010. MAXIMUM THICKNESS OF ADJUSTMENTS UNITS IS 300mm
- 6. WATER TIGHT COVERS TO BE PROVIDED FOR SANITARY MANHOLES LOCATED IN PONDING AREAS.
- 7. TESTING INCLUDING BUT NOT LIMITED TO DEFLECTION AND CCTV ARE TO BE COMPLETED AS PER MUNICIPAL STANDARDS AND OPSS.

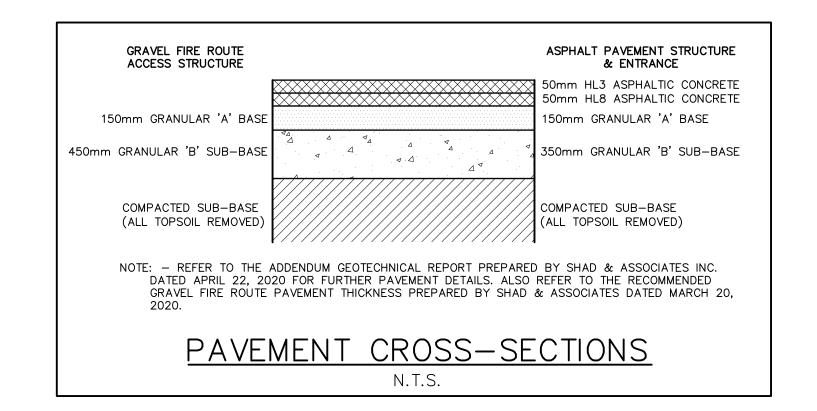
STORM SEWER:

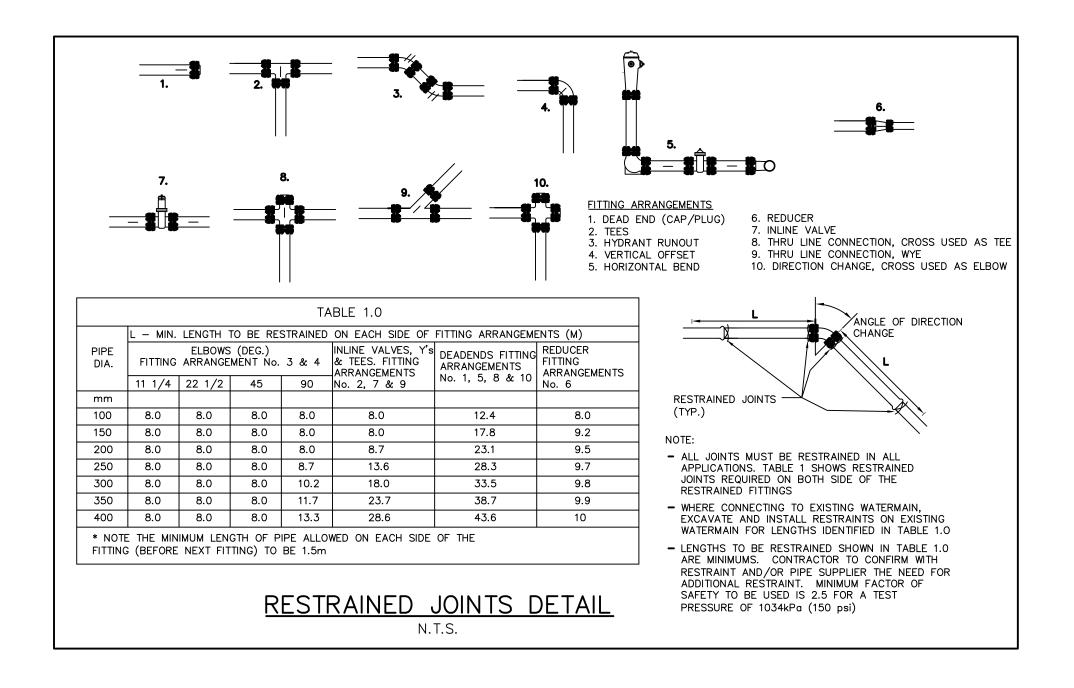
- 1. ALL SITE DRAINAGE POSSIBLE, INCLUDING ALL ROOF AND ASPHALT DRAINAGE, IS TO BE DIRECTED TO THE STORMWATER MANAGEMENT SYSTEM.
- STORM SEWER 450mmø OR LESS: PVC CERTIFIED TO C.S.A. STANDARDS 182.2 AND 182.4.
- STORM SEWER GREATER THAN 450mmø: REINFORCED CONCRETE WITH A MINIMUM STRENGTH OF 50 N/m/mm CERTIFIED TO C.S.A. STANDARD A257.2, CLASS 50-D
- 3. STORM SEWER TO BE MINIMUM 300mm DIAMETER WITH JOINTS CONFORMING TO C.S.A. STANDARD A257.3.
- 4. MODULAR ADJUSTMENT UNITS FOR MANHOLES TO BE PROVIDED IN ACCORDANCE WITH OPSD 704.010. MAXIMUM THICKNESS OF ADJUSTMENTS UNITS IS 300mm.
- 5. STORM SEWER BEDDING AS PER OPSD 802.010 (FLEXIBLE PIPE) OR 802.030 (RIGID PIPE).
- 6. MANHOLES AND CATCHBASINS ARE TO BE IN ACCORDANCE WITH OPSD STANDARDS. CATCHBASIN MANHOLES ARE TO HAVE SUMPS.
- 7. CATCHBASIN LEADS 300mmø. DOUBLE CATCHBASIN LEADS 300mmø UNLESS OTHERWISE NOTED.
- 8. STORM SEWER COVER LESS THAN 1.2m TO PIPE OBVERT WILL REQUIRE FROST PROTECTION INSULATION, SEE INSULATION FOR SHALLOW PIPE DETAIL.
- 9. ALL STORM MANHOLES SHALL BE COMPLETED WITH FROST STRAPS AS PER OPSD 701.100.
- 10. TESTING INCLUDING BUT NOT LIMITED TO DEFLECTION AND CCTV ARE TO BE COMPLETED AS PER MUNICIPAL STANDARDS AND OPSS.

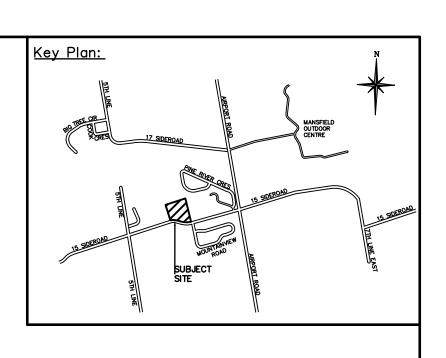
WATERMAINS:

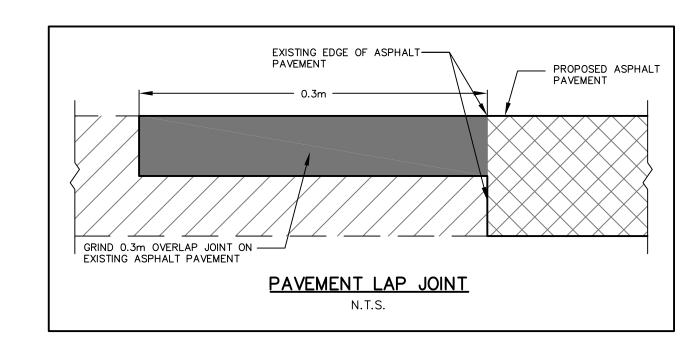
- WATERMAIN PIPES, FITTINGS, HYDRANTS, SERVICE PIPE TYPES & MANUFACTURERS ARE TO BE IN ACCORDANCE WITH MUNICIPAL STANDARDS.
- WATERMAINS SHALL BE MINIMUM 100mmø, DR18. FIRE SUPPLY (250mmø) SHALL BE POLYVINYL CHLORIDE (PVC) CLASS 235 (DR18) OR APPROVED EQUIVALENT. TRACER WIRE (#12 STRANDED COPPER WIRE WITH OUTER PLASTIC COATING) SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF PVC WATERMAIN. SECURED TO FITTINGS AT INTERVALS NOT EXCEEDING 3m, AND BROUGHT UP AND LOOPED AT EACH VALVE BOX, CHAMBER AND HYDRANT SUCH THAT CONTINUITY IS MAINTAINED. TAPE IS TO BE USED TO AFFIX THE WIRE TO THE PIPE.
- 3. 50mmø WATER SUPPLY LINE FROM WELL PW1 IS TO BE 50mmø MUNICIPLEX (OR APPROVED EQUIVALENT).
- 4. WATERMAIN BEDDING AS PER OPSD 802.010 (FLEXIBLE PIPE) OR 802.030 (RIGID PIPE) AND AS PER TOWN STANDARDS.
- 5. HYDRANT INSTALLATION AS PER MUNICIPAL STANDARD.
- 6. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE WATERMAIN / WATER SERVICES AND THE SANITARY / STORM SEWER IS TO BE 2.5m.
- A MINIMUM OF 0.5m VERTICAL CLEARANCE BETWEEN THE WATERMAIN / WATER SERVICES AND ALL UTILITIES SHALL BE MAINTAINED, WHILE MAINTAINING A MINIMUM DEPTH OF COVER AT ALL TIMES. WATERMAIN & WATER SERVICE TO BE INSULATED WITH HI-40 INSULATION AND/OR CONCRETE ENCASED AT THE ENGINEER'S DISCRETION WHERE 0.5m SEPARATION CANNOT BE MAINTAINED.
- 8. WATERMAIN / WATER SERVICE COVER LESS THAN 1.7m BELOW FINISHED GROUND SURFACE OR 1.9m BELOW ROAD CENTRELINE, WHICHEVER IS GREATER TO PIPE OBVERT WILL REQUIRE FROST PROTECTION, SEE INSULATION FOR SHALLOW PIPE DETAIL.
- 9. VALVE, VALVE BOXES AND CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD STANDARDS.
- 10. 50mm BLOW-OFF WITH SAMPLING PORT TO BE MUELLER CO. HYDRO-GUARD BSS-02 (OR APPROVED EQUIVALENT).
- CONTRACTOR IS RESPONSIBLE FOR ALL TIE-INS INCLUDING MATERIALS, EXCAVATION AND BACKFILL AS REQUIRED TO FACILITATE THE SWABBING AND TESTING OF THE NEW WATERMAINS UNDER THE SUPERVISION OF THE ENGINEER.
- 12. FIRE HYDRANTS AND VALVES SHALL ONLY BE OPERATED BY MUNICIPAL WATER DEPARTMENT STAFF
- MECHANICAL JOINT RESTRAINTS ARE TO BE INSTALLED AT ALL TEES, HORIZONTAL BENDS, VERTICAL BENDS, HYDRANTS, END OF MAINS AND VALVES. CONCRETE THRUST BLOCKS ARE NOT PERMITTED UNLESS APPROVED BY THE ENGINEER. ALL MECHANICAL RESTRAINT SYSTEMS SHALL BE INSTALLED WITH CATHODIC PROTECTION AS PER THE TOWN STANDARD AND TREATED WITH DENSO TAPE.
- 14. THE CONTRACTOR SHALL SWAB, PRESSURE TEST, CHLORINATE AND FLUSH THE NEW WATERMAINS. ANY SWABBING, PRESSURE TESTING, CHLORINATING AND FLUSHING BEYOND THE INITIAL PROCEDURE WILL BE THE CONTRACTORS' RESPONSIBILITY. TESTING PROCEDURES TO BE IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
- 15. ALL EXISTING WELLS LOCATED ON THE PROPOSED DEVELOPMENT LANDS ARE TO BE ABANDONED AND DECOMMISSIONED IN ACCORDANCE WITH ONTARIO REGULATION 903 UPON FINAL TESTING AND APPROVAL BY THE HYDROGEOLOGIST.

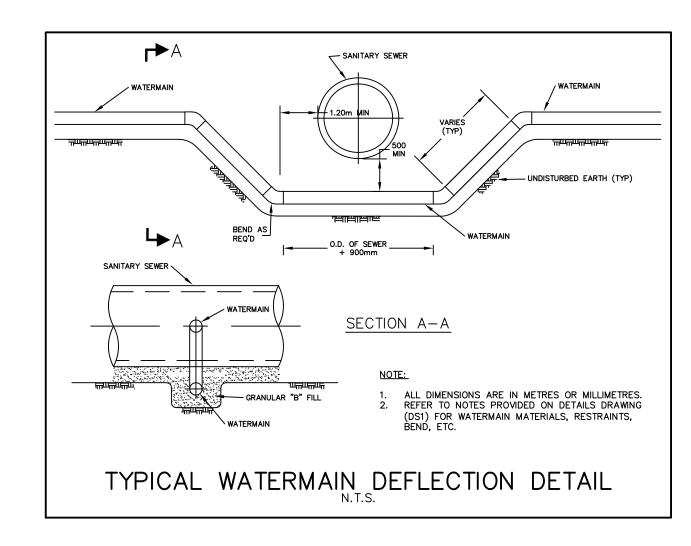


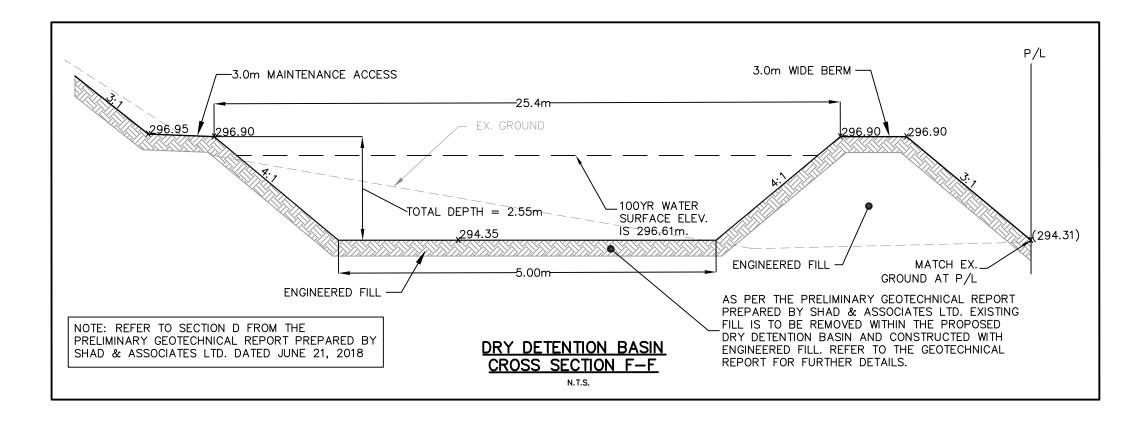












<u>Notes:</u>

1. Unless noted otherwise, the measurements and distances shown on this drawing are shown in meters.

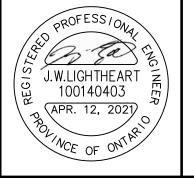
2. Do not scale drawings.

3. It is the contractor's responsibility to verify all dimensions, levels and datums on site and report any discrepancies or omissions to WMI & Associates Ltd. prior to construction.

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

5. This drawing is the exclusive property of WMI & Associates Ltd. and the reproduction of any part of this document without prior written consent is strictly prohibited.

463.937m Benchmark: ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE DERIVED FROM CANNET NETWORK BASE STATION ORVL HAVING A PUBLISHED ELEVATION OF 463.937m



No.	Issue / Revision	Date
1	SPA FIRST SUBMISSION	AUG. 17, 2020
2	SPA SECOND SUBMISSION	DEC. 15, 2020
3	SPA THIRD SUBMISSION	APR. 5, 2021
4	SPA THIRD SUBMISSION - UPDATE	APR. 12, 2021

<u>Mansfield Ski Club</u> **DETAIL SHEET 1** <u> Client:</u> Mansfield Ski Club 628213 15th Sideroad

Mulmur, Ontario

L9V 3M6

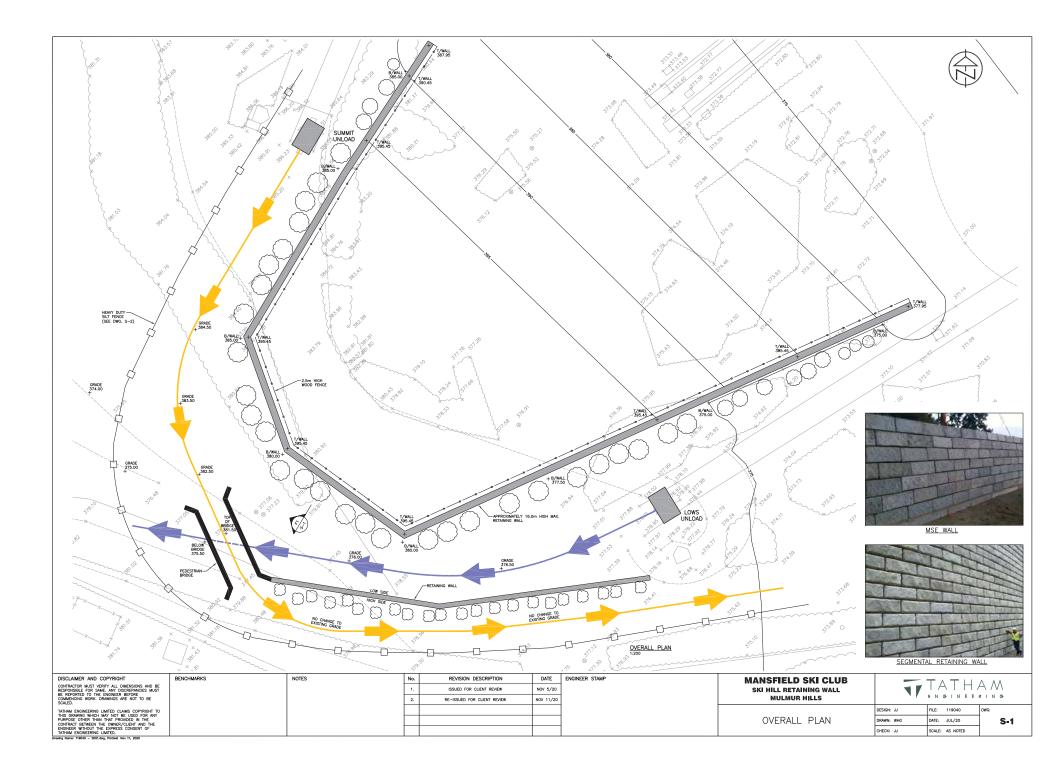
PO Box 75 RPO Mansfield,

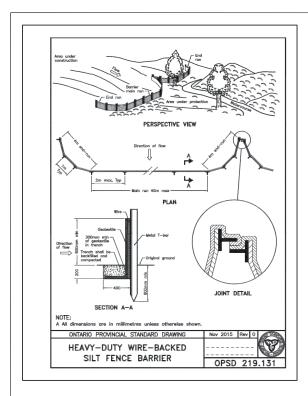
Drawn By

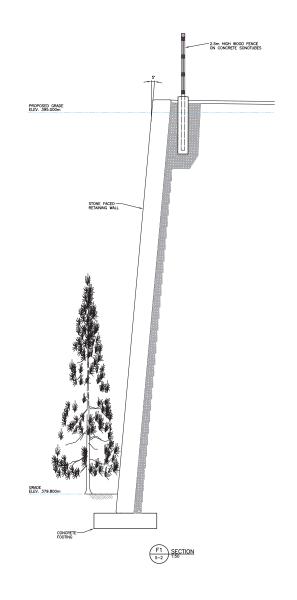
WMI & Associates Limited 119 Collier Street Barrie, Ontario L4M 1H5

N.T.S.

Ph 705-797-2027 www.wmiengineering.ca Drawing No. Checked By Project No. 15-319







GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2012 ONTARIO BUILDING CODE (OBC 2012) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO.
- ALL DIMENSIONS ARE IN METRIC UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS, CONFIRM ALL DIMENSIONS, COORDINATE AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENSION WORK
- THE CONTRACTOR SHALL ESTABLISH ALL LEGAL PROPERTY BOUNDARIES PRIOR TO CONSTRUCTION.
- THE LOCATION OF EXISTING UTILITIES MUST BE VERIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF COMERCIANTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY FENCING BARRICADES, AND TRAFFIC CONTROL TO MAINTAIN ADEQUATE CARE AND CONTROL OF THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY ON THE JOB SITE A FOR THE DESIGN, INSTALLATION, AND SUPERVISION OF ALL TEMPORARY BRACING AND EASTERNING TO SHIT THEIR CONSTRUCTION METALODS.
- THE CONTRACTOR SHALL COMPLETE SITE RESTORATION TO THE APPROVAL OF THE OWNER/CLIENT.

DISCLAIMER AND COPYRIGHT
CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME. ANY DISCREPANCIES MUST BE REPORTED TO THE ENGINEER BEFORE COMMENCING WORK. DRAWINGS ARE NOT TO BE SCALED.

TATHAM ENGINEERING LIMITED CLAIMS COPYRIGHT TO THIS DRAWING WHICH MAY NOT BE USED FOR ANY PURPOSE OTHER THAN THAT PROVIDED IN THE CONTRACT BETWEEN THE OWNER/CLUENT AND THE ENGINEER WITHOUT THE EXPRESS CONSENT OF TATHAM PROINFERING LIMITED.

BENCHMARKS	NOTES	No.	REVISION DESCRIPTION	DATE
		1.	ISSUED FOR CLIENT REVIEW	NOV 5/20
		2.	RE-ISSUED FOR CLIENT REVIEW	NOV 11/20

	ENGINEER STAMP	MANSFIELD SKI CLUB
20		SKI HILL RETAINING WALL
20		MULMUR HILLS

MULMUR HILLS
DESK

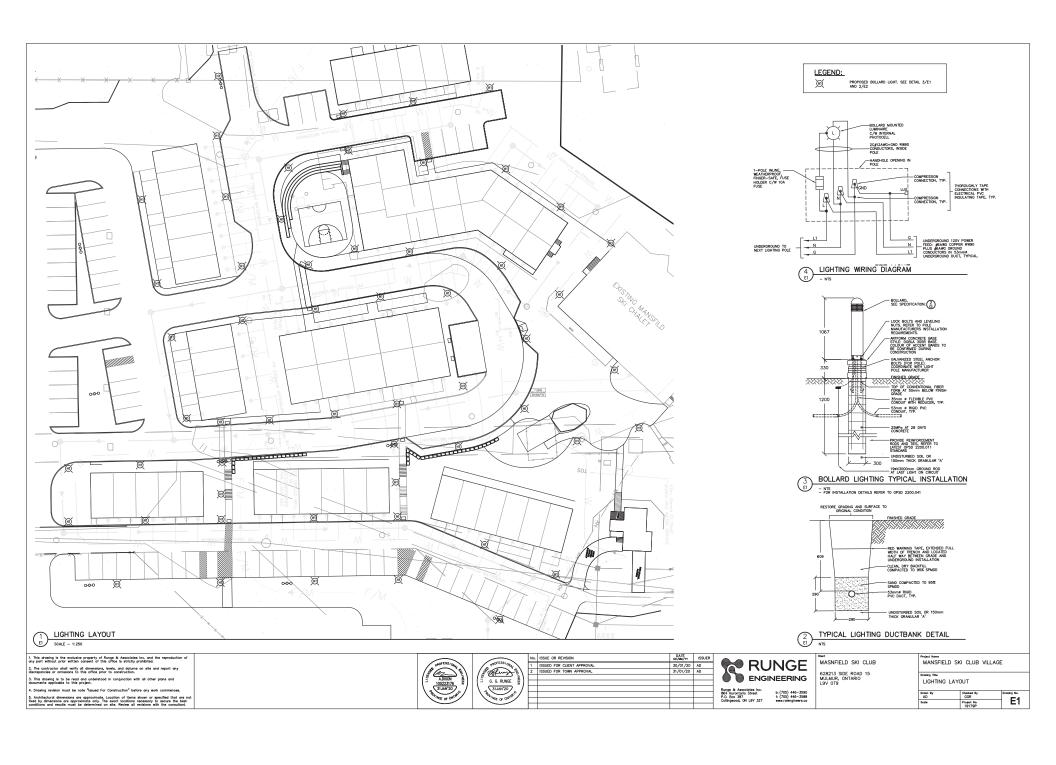
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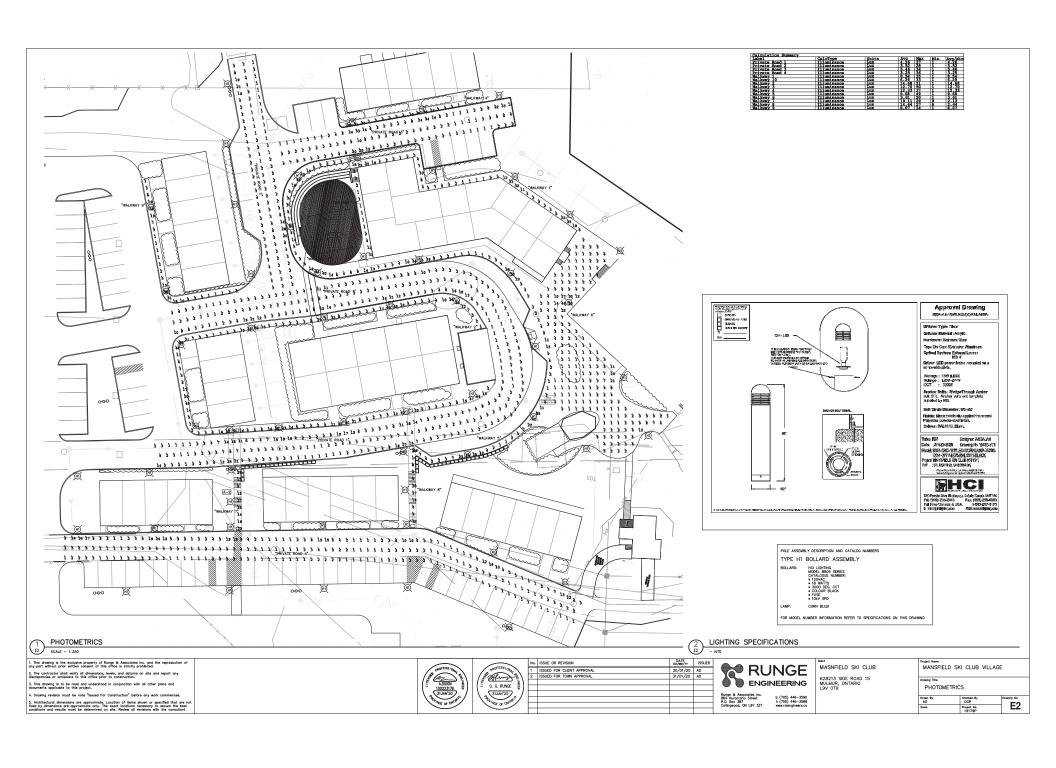
	DESIGN:	JJ	FILE:	119040
DETAILS	DRAWN:	WHG	DATE:	JUL/20
	CHECK:	JJ	SCALE:	AS NOTED

S-2

TATHAM ENGINEERING LIMITED.

Drawing Name: 119040 - S001.dwg, Plotted: Nov 11, 2020







THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. ____ - 2021

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A JOINT RECREATION AGREEMENT BETWEEN THE TOWNSHIP OF MELANCTHON & TOWNSHIP OF MULMUR

WHEREAS pursuant to s.202 of the Municipal Act, 2001, two or more municipalities may enter into an agreement to provide for matters which are necessary or desirable to facilitate the establishment and operation of a joint municipal service board;

AND WHEREAS the municipal councils of the Township of Melancthon and the Corporation of the Township of Mulmur desire to establish joint recreation services for the mutual benefit of their residences and ratepayers at the North Dufferin Community Centre;

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

- 1. That the Mayor and Clerk are hereby authorized to execute a Joint Recreation Agreement, substantially in the same format, which is attached as "Schedule A" hereto and forms part of this by-law.
- 2. This by-law shall come into force and take effect immediately upon the final passing of same.
- 3. That by-law 33-17 is hereby repealed upon the execution of "Schedule A" by both the Township of Melancthon and Corporation of the Township of Mulmur.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 6th of	day of
October 2021.	-

JANET HORNER, MAYOR	TRACEY ATKINSON, CLERK

AGREEMENT AS OF

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR, hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON, hereinafter referred to as "Melancthon"

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

- 1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.
- 2. Mulmur Township shall continue to be the sole owner of the NDCC.
- 3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act*, 2001, SO 2001, c 25, and any applicable regulations, as amended from time to time.
- 4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act*, 2001. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act*, 2001, and those given by this Agreement.
- 5. 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).
- 6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.
- 7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.
- 8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties
- 9. The Board shall operate under the Township of Mulmur's policies and procedures.
- 10. Insurance shall be provided through Mulmur's insurance provider, and the cost will be billed to the Board.
- 11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.

- 12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.
- 13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the followings year's budget over and above a \$40,000 operating reserve maintained for cash flow purposes.
- 14. Each Township shall contribute \$20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.
- 15. Commencing 2018, levies shall be paid on February 1st, May 1st, August 1st and October 1st of each year.
- 16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.
- 17. The Township of Mulmur shall have responsibility and authority, over the human resources and staffing.
- 18. Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required to be approved by each Township.
- 19. The Board may recommend annual user fee charges to be approved by each Township.
- 20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.
- 21. The Budget shall be submitted annually to each Township for approval no later than October 31st. The parties shall have the right to amend the Budget by mutual agreement prior to approval.
- 22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.
- 23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.
- 24. Regardless of the source and extent of funding, the Board must recommend to each Township, for approval, any capital improvements not already approved in the budget.
- 25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.
- 26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:

Mulmur 50% Melancthon 50%

27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

- a. The Board shall maintain its own separate bank account.
- b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).
- c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required.
- d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
- 28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31st of December of the next calendar year.
- 29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.
- 30. This Agreement is personal to the parties and may not be assigned.
- 31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
- 32. All previous agreements signed are hereby null and void.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

SIGNED, SEALED AND DELIVERED in the presence of:	THE CORPORATION OF THE TOWNSHIP OF MULMUR
	MAYOR
	CLERK
	THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
	MAYOR

CLERK



THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. ____ - 2021

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MULMUR FOR OCTOBER 6, 2021

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:

- 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 bylaw.
- 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 th day of OCTOBER 2021.	
JANET HORNER, MAYOR	TRACEY ATKINSON, CLERK