

THE CORPORATION OF THE TOWNSHIP OF MAPLETON



COUNCIL AGENDA

WEDNESDAY, FEBRUARY 24, 2021 @ 1:00 P.M.

ZOOM: <https://us02web.zoom.us/j/3950649180>

DIAL: 1 647 558 0588 MEETING ID: 395 064 9180

1. **Call To Order**
2. **Welcoming Comments by the Chair**
3. **Declaration of Pecuniary Interest**
4. **Confirmation of Minutes**

- 4.1. Council Meeting dated February 9, 2021
[Minutes - Feb 9, 2021](#)

RECOMMENDATION

THAT the Minutes of the Township of Mapleton Council Meeting held on February 9, 2021 be confirmed as circulated in the agenda package.

5. **Matters arising from Minutes**
6. **Matters under The Planning Act and Matters Arising**

- 6.1. ZBA2021-01 Part Lot 16 S, Concession 13 E, 7370 Wellington Road 7, Wiersma T & A
[Planner's Report 2021-01 Wiersma](#)

RECOMMENDATION

THAT Planning Report ZBA2020-01 be received for information.
AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented to Council for first, second, and third reading.

7. **Delegations and Matters Arising from Delegations**

- 7.1. iCompass (Nikki Brittain, Implementation Specialist, Public Sector)
Re: Demonstration of iCompass functionality as it pertains to Mapleton's new website
[iCompass Council Introduction](#)

RECOMMENDATION

THAT the iCompass demonstration by Nikki Brittain be received for information.

- 7.2. GRCA (Sonja Radoja, Manager of Corporate Services) (Samantha Lawson, CAO) (Bruce Whale, Member)
Re: GRCA 2021 Budget Presentation
[GRCA 2021 Draft Budget & Levy](#)

RECOMMENDATION

THAT the presentation by GRCA delegation Sonja Radoja, Smantha Lawson, and Bruce Whale be received for information.

8. Minutes from Committees

9. Reports and Updates from Staff

9.1. CAO / Clerk's Department

- 9.1.1. CL2021-01 Work From Home (WFH) Policy
[WFH Report](#)
[WFH Policy](#)

RECOMMENDATION

THAT CAO's Report CL2021-01, dated February 24th, 2021 with regards to the WFH Policy be received for information;
AND THAT Council approve the policy and direct staff to include into our policy manual.

9.1.2. Cemetery Operating By-Law Update

[Cemetery Report](#)

[Cemetery Draft By-law](#)

RECOMMENDATION

THAT Township of Mapleton Council receive Clerk's Report CL2021-02 dated February 24, 2021 regarding Cemetery Operating By-law Update:

AND FURTHER THAT Council supports the draft by-law and directs staff to proceed with necessary steps for approval.

9.2. Fire Department

9.2.1. Regional Training Centre

[Fire Department-FR2021-01 - Pdf](#)

RECOMMENDATION

That the Township Of Mapleton Council endorse the County of Wellington application for a Regional Training Centre.

9.3. Public Works Department

9.3.1. High Street and Smith Drive No Parking Bylaw amendment

[Parking By-law Amendment](#)

RECOMMENDATION

THAT Township of Mapleton Council receive Public Works Report PW2021-01 dated February 24, 2021 regarding the amendment of the Mapleton No Parking Bylaw 5000-05.

AND FURTHER THAT Council approve the amendment of Parking Bylaw 5000-05, Schedule "E" to reflect the proposed changes to High Street and Smith Drive on street parking, as contained in this report.

10. Approval of By-Laws

10.1. By-law 2021-016 being a by-law to amend By-law 2010-080, being a zoning by-law for the Township of Mapleton

[By-law 2021-016 ZBA2021-01 Wiersma](#)

- 10.2. By-law 2021-017 being a by-law to amend By-law 2020-042, being a by-law to provide for rules and regulations for the care and control of cemeteries owned by the Township of Mapleton.

[By-law 2021-017 Cemetery Operations Update 2021](#)

- 10.3. By-law 2021-018 being a by-law to amend By-law 5000-05, being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Mapleton, and to repeal Schedule "E" of Amending By-law 2017-021 and entirely repeal By-law 2019-076

[By-law 2021-018 Parking By-law amendment](#)

RECOMMENDATION

THAT by-laws numbered:

- 2021-016 being a by-law to amend By-law 2010-080, being a zoning by-law for the Township of Mapleton.
- 2021-017 being a by-law to amend by-law 2020-042, being a by-law to provide for rules and regulations for the care and control of cemeteries owned by the Township of Mapleton.
- 2021-018 being a by-law to amend By-law 5000-05, being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Mapleton, and to repeal Schedule "E" of Amending By-law 2017-021 and entirely repeal By-law 2019-076.

Be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal

11. Correspondence for Council's Direction

12. Correspondence for Council's Information

- 12.1. MPAC's 2020 Municipal Partnership Report (Jon Hebden, Account Manager) email of February 4, 2021

[MPAC 2020 Report Cover Page with link](#)

- 12.2. Ministry of Municipal Affairs & Housing (Steve Clark, Minister) letter of February 17, 2021

Re: Consulting on growing the size of the Greenbelt

[OMMAH Greenbelt](#)

- 12.3. Ministry of Municipal Affairs & Housing (Kate Manson-Smith, Deputy Minister) letter of February 12, 2021
Re: Termination of Declared Emergency
[OMMAH Terminate Emergency](#)
- 12.4. Ministry of the Environment, Conservation & Parks (Jeff Yurek, Minister) letter of February 2, 2021
Re: Review of the Grand River Source Protection Plan amendments
[MECP GRSP Plan approval](#)
- 12.5. Ministry of the Environment, Conservation & Parks (Keley Katona, Director) email of February 5, 2021
Re: Conservation Authorities Act (CAA) amendments
[MECP amend CAA](#)
- 12.6. Ministry of Energy, Northern Development & Mines (Greg Rickford, Minister) letter of January 28, 2021
Re: Ontario's long-term energy planning framework
[ENDM soliciting feedback](#)
- 12.7. Maitland Valley Conservation Authority (Jayne Thompson, Coordinator) email of February 9, 2021
Re: Notice of Annual General Meeting
[MVCA Notice AGM](#)
- 13. **Notices of Motion**
- 14. **Notice Provision**
- 15. **Other Business**
- 16. **Closed Session**
 - 16.1. Closed Session - by separate Zoom invitation

RECOMMENDATION

THAT subsequent to Council adopting the Confirmatory By-law and adjournment of the Regular Council Meeting - Township of Mapleton Council move into Closed Session for the following reasons:

- 1. Review of Closed Session Minutes: January 26, 2021
- 2. Labour relations or employee negotiations

17. Confirmatory By-Law

17.1. [By-law 2021-019 Confirmatory](#)

RECOMMENDATION

THAT By-law Number 2021-019 being a By-law to confirm all actions and proceedings of the Council of the Corporation of The Township of Mapleton be hereby read a first, second and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal.

18. Adjournment

PLEASE NOTE: Alternate Formats and Communication Support

The Township is committed to providing residents with communication support and alternate format of documents upon request. For more information or to make a request, please call the Township of Mapleton office at 519-638-3313.



Township of Mapleton 2021 Calendar

January 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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May 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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23	24	25	26	27	28	29
30	31					

June 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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27	28	29	30			

July 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30	31				

September 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
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12	13	14	15	16	17	18
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26	27	28	29	30		

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Regular Council 7pm
	Regular Council 1pm
	Special Council 7pm
	Council Conference
	Committee of Adjustment
	Parks and Recreation Committee
	Economic Development Committee
	Statutory Holiday (Office Closed)

ROMA Jan 25-26, Virtual

OGRA Feb 22-25, Virtual

AMO AGM Aug 15-18, London



The Corporation of the Township of Mapleton

Council Minutes

Tuesday, February 9, 2021 @ 7:00 P.M.

Meeting conveyed via Zoom platform

Present: Gregg Davidson
Dennis Craven
Paul Douglas
Michael Martin
Marlene Ottens

Regrets:

Staff Present: Manny Baron
Larry Wheeler
Sam Mattina
John Morrison
Patty Wright
Rick Richardson
Aly Cripps
Michelle Brown
Matthieu Daoust
Linda Redmond

1. **Call To Order**
2. **Welcoming Comments by the Chair**
3. **Declaration of Pecuniary Interest**
4. **Confirmation of Minutes**

4.1. Council Meeting dated January 26, 2021

RESOLUTION 2021-04-01

Moved: Dennis Craven

Seconded: Paul Douglas

THAT the Minutes of the Township of Mapleton Council Meeting held on January 26, 2021 be confirmed as circulated in the agenda package.

CARRIED

5. **Matters arising from Minutes**
6. **Matters under The Planning Act and Matters Arising**

6.1. ZBA2020-16 Notice of Public Meeting, Part Lot 4, Concession 2 W,
8590 Concession 3, Parke W&M

RESOLUTION 2021-04-02

Moved: Michael Martin

Seconded: Paul Douglas

THAT Zoning application ZBA2020-16 located at Part Lot 4, Concession 2 W, 8590 Concession 3, William & Michelle Parke be received;
AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented to Council for first, second, and third reading.

CARRIED

- 6.2. ZBA2021-01 Notice of Public Meeting, Part Lot 16 S, Concession 13 E, 7370 Wellington Road 7, Wiersma T&A

RESOLUTION 2021-04-03

Moved: Michael Martin

Seconded: Paul Douglas

THAT Zoning application ZBA2021-01 located at Part Lot 16 S, Concession 13 E, 7370 Wellington Road 7, Wiersma T&A be received for information.

AND FURTHER THAT staff prepare a draft amending by-law which includes the existing garage and shop as accessory buildings, but specifically excludes the calf barn (proposed vehicle / trailer storage facility).

CARRIED

- 6.3. Application to extend Part Lot Control Exemption, PLC2021-01, Part of Block 51, Plan 61M-74, Parts 13-26 RP 61R-10895 in the Mapleton Ridge subdivision on Faith Drive, Drayton for a further 3 year time period.

RESOLUTION 2021-04-04

Moved: Paul Douglas

Seconded: Marlene Ottens

THAT Planning Report dated January 18, 2021 regarding the extension of Part Lot Control Exemption PLC2021-01 for a further 3 year time period be received;

AND FURTHER THAT the corresponding draft by-law be approved, and staff directed to forward a true copy of the original by-law document to the County of Wellington, Planning & Development Department.

CARRIED

- 6.4. Consent Application Summary, Land Division File No. B1-21, Part Lot 18, Concession 11 (Drayton) Harry & Pamela Donkersgoed

RESOLUTION 2021-04-05

Moved: Michael Martin

Seconded: Paul Douglas

THAT Township of Mapleton Council support Consent Application B1-21 as presented for lands described as Part Lot 18, Concession 11 (Drayton) with the following conditions:

- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes,*
- *THAT Payment be made of the fee of \$266 for a Letter of Clearance,*
- *THAT a Parkland Dedication fee be paid of \$1,400*
- *THAT driveway access can be provided to the severed lands to the satisfaction of the Township of Mapleton,*
- *THAT servicing can be accommodated on the severed and retained lands to the satisfaction of the Township of Mapleton,*
- *THAT the applicant provides a Municipal Drain reapportionment or mutual agreement as determined by the Drainage Superintendent, as per the applicable Township's Fees & Charges By-law,*
- *THAT a copy of the deposited Reference Plan be submitted to the Township (hard copy and digital file),*

AND FURTHER THAT Council authorizes the Municipal Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

CARRIED

7. Delegations and Matters Arising from Delegations

8. Minutes from Committees

9. Reports and Updates from Staff

1. Building Department

1.1. Report for January Month End and Year to Date (YTD)

RESOLUTION 2021-04-06

Moved: Dennis Craven

Seconded: Marlene Ottens

THAT Township of Mapleton Council receive Building Department Report BD2021-02 dated February 9, 2021 regarding January Month End and Year to Date (YTD).

CARRIED

1.2. Clean and Clear By-law

RESOLUTION 2021-04-07

Moved: Dennis Craven

Seconded: Michael Martin

THAT Township of Mapleton Council receive Building Department Report BD2021-03 regarding the Clean and Clear By-law; and

1. That Council approve Clean and Clear By-law 2021-DRAFT.

CARRIED

2. Finance Department

2.1. Wellington County Planning Fee Increase

RESOLUTION 2021-04-08

Moved: Marlene Ottens

Seconded: Paul Douglas

THAT Finance Report FIN2021-04 dated February 9, 2021 reporting on our County Planning Fee Increase be received for information;

AND FURTHER THAT the Finance Recommendation of changes to fees and charges, contained within this report, be incorporated into the Fees and Charges By-law effective March 1, 2021.

CARRIED

2.2. RLB LLP's Audit Engagement Letter

RESOLUTION 2021-04-09

Moved: Michael Martin

Seconded: Dennis Craven

THAT Township of Mapleton Council receive Finance Report FIN2021-05 dated January 22, 2021 regarding RLB LLP Chartered Accountants' Audit Engagement Letter, as information.

CARRIED

10. Approval of By-Laws

10.1. By-law 2021-011 Zoning Amendment ZBA2020-16 Parke W&M, Surplus Farm Dwelling

- 10.2. By-law 2021-012 Extend Part Lot Control Exemption, Faith Drive, Mapleton Ridge PLC2021-01
- 10.3. By-law 2021-013 The Clean and Clear By-law
- 10.4. By-law 2021-014 Surplus Road, Elgin Street, Rothsay

RESOLUTION 2021-04-10

Moved: Marlene Ottens

Seconded: Michael Martin

THAT By-laws numbered:

- 2021-011 Being a by-law to amend Zoning By-law Number 2010-080 for the Township of Mapleton, Part Lot 4, Concession 2 W (Maryborough) ZBA2020-16.
- 2021-012 Being a by-law to extend for an additional three year time period the Part Lot Control Exemption from Part of Block 51, Plan 61M-74, pursuant to *Section 50 (7.1) of the Planning Act, R.S.O. 1990, as amended.*
- 2021-013 Being a by-law to regulate and maintain land in a clean and clear manner.
- 2021-014 Being a by-law to authorize the closure and conveyance of an unopened road allowance known as Elgin Street, lying between James Street N and Catherine Street, Rothsay, Township of Mapleton, County of Wellington.

Be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal.

CARRIED

- 11. **Correspondence for Council's Direction**
- 12. **Correspondence for Council's Information - was circulated within the agenda package**
- 13. **Notices of Motion**
- 14. **Notice Provision**
- 15. **Other Business**
- 16. **Closed Session**

- 16.1. Rise and Report on Closed Session convened January 26, 2021

Mayor Davidson to report the following was discussed in Closed Session:

1. Review and adoption of the Closed Session Minutes dated December 8, 2020.
2. Litigation or potential litigation, affecting the Municipality - including a report prepared by Ilott Group.
3. Labour relations or employee negotiations - verbal update by CAO Manny Baron

- 17. **Confirmatory By-Law**

RESOLUTION 2021-04-11

Moved: Michael Martin

Seconded: Marlene Ottens

THAT By-law Number 2021-015 being a By-law to confirm all actions and proceedings of the Council of the Corporation of The Township of Mapleton be hereby read a first, second and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal.

CARRIED

18. Adjournment

18.1. There being no further business, the meeting adjourned at 7:57 p.m.

Mayor Gregg Davidson

Clerk Larry Wheeler

PLEASE NOTE: Alternate Formats and Communication Support
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PLANNING REPORT for the TOWNSHIP OF MAPLETON

Prepared by the County of Wellington Planning and Development Department

DATE: February 12, 2021
TO: Manny Baron, C.A.O.
Township of Mapleton
FROM: Matthieu Daoust, Planner
County of Wellington
SUBJECT: **Aileen & Teade Wiersma**
Zoning By-law Amendment 2021-01 – Final Draft By-law

At the public meeting held on February 9, 2021, Council instructed staff to prepare a zoning by-law for the above development (file ZBA2021-01). A final draft zoning by-law is attached for Council's consideration. The draft By-law proposes to rezone the retained agricultural parcel from Agricultural (A) to Site Specific Agricultural (A-31.7) to prohibit any future residential. Additionally, the draft By-law proposed to rezone the severed rural residential parcel from Agricultural (A) to Site Specific Agricultural (A-31.173) to permit a maximum ground floor area for all accessory structures to be 300 m² (3,229 ft²).

Respectfully submitted
County of Wellington Planning and Development Department

A handwritten signature in black ink that reads "Matthieu Daoust". The signature is written in a cursive style with a large, stylized "M" and "D".

Matthieu Daoust, MCIP RPP
Planner

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BY-LAW NUMBER _____

Being a By-law to amend By-law 2010-080, being a
Zoning By-law for the Township of Mapleton

Part Lot 16 S, Concession 13 E
ZBA 2021-01

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended.

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

1. That By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule 'A-1', as it applies to Part Lot 16 S, Concession 13 E, as illustrated on Schedule 'A' attached to and forming part of this By-law from:
 - **Agricultural (A) to Agricultural Exception (A-31.7)**
 - **Agricultural (A) to Agricultural Exception (A-31.173)**
2. THAT Section 33, Exception Zone, is amended by the inclusion of the following new exceptions:

31-173 Part of Lot 16 S, Con 13 E 7370 Wellington Rd 7 (Wiersma)	Notwithstanding Section 6.1.4b or any other section of this by-law, the existing accessory structures (shop and garage) on the day of passing of this by-law may have the following maximum ground floor area: a) Shop - 193 m ² (2,077 ft ²) b) Garage – 107 m ² (1,152 ft ²) Subject to the following conditions: a) Enlargement of any accessory structure is not permitted. b) Additional accessory structures are not permitted including a hobby barn.
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3. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

READ a first, second and third time and passed this day of , 2021.

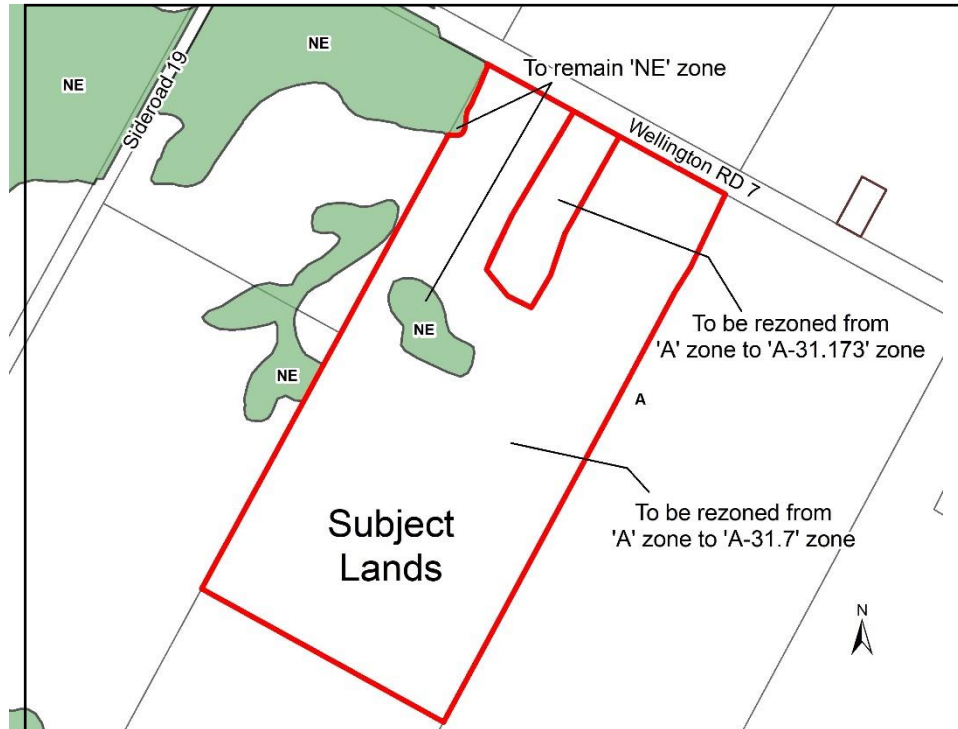
Mayor Gregg Davidson

Clerk Larry Wheeler

THE TOWNSHIP OF MAPLETON

BY-LAW NO _____.

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exception (A-31.173) & Agricultural Exception (A-31.7)

Passed this ____ day of _____ 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler

EXPLANATORY NOTE

BY-LAW NUMBER _____.

THE SUBJECT LAND is located on Part Lot 16 S, Concession 13 E, with a civic address of 7370 Wellington Rd 7. The proposed severed parcel is 1.36 ha (3.36 ac) and the agricultural parcel is 19 ha (46.9 ac) in size and currently zone Agricultural (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the amendment is to rezone the retained lands from Agricultural (A) to Agricultural Site Specific (A-31.7) to prohibit future residential development. This rezoning is to satisfy conditions of consent application B36/20, which has been granted provisional consent by the Wellington County Land Division Committee. Additionally, the applicants are seeking to rezone the severed lands Agricultural (A) to Agricultural Site Specific (A-31.173) to permit the total maximum floor area of all existing accessory structures on the severed lands to 300 m² (3,229 ft²).

February 18, 2021

Mayor and Council
Township of Mapleton
7275 Sideroad 16
Drayton, ON N0G 1P0

Emailed to: lwheeler@mapleton.ca

Dear Mayor and Council:

Re: February 24 Council Delegation – iCompass Demonstration

My name is Nikki Brittain and I am an Implementation Specialist with iCompass. For the last few months, I have been working with Larry Wheeler to assist with the set up and preparation of the Township of Mapleton's iCompass site.

iCompass is a software solution that assists Clerks and other municipal staff in preparing and organizing agendas and minutes. Members of Council, staff, and the public can all visit your iCompass site to review what will be discussed at the next meeting.

I will be joining you at your February 24 Council meeting to showcase how you can visit the Township of Mapleton's iCompass Portal to review upcoming meeting documents and prepare for your next meetings.

During the delegation, I will review:

- How the agenda will be delivered to you
- How to navigate Mapleton's Portal to access agendas and minutes
- How to view a PDF version of your agenda
- How to utilize a non PDF version of your agenda to add speaking notes

I look forward to meeting you and demonstrating the new way you may access future agendas.

Sincerely,

Nikki Brittain, BA
Implementation Specialist

2021 Draft Budget

Township of Mapleton
February 23, 2021



Photo: GRCA/S. Hannaford

About the Grand River Watershed

- The Grand River watershed is the largest in southern Ontario
- The Grand River and its tributaries lie at the heart of one of the richest, fastest growing regions in our province



About the Grand River Watershed

- The Township of Mapleton and the County of Wellington are a vital part of the Grand River watershed
- The future prosperity of the watershed, its municipalities and communities, is linked to the health of the river and the natural environment



About the Grand River Watershed



Population Growth

- Today about 1 million, projected to grow to 1.4 million by 2041

Extensive Agriculture

- About 70 per cent of the land is agricultural

Climate Change

- The issue of our time

The GRCA



- **Local** agency organized on a watershed basis
- **Integrated** watershed management
- **Balance** human, environmental and economic needs

Strategic Priorities

Protect life & minimize property damage

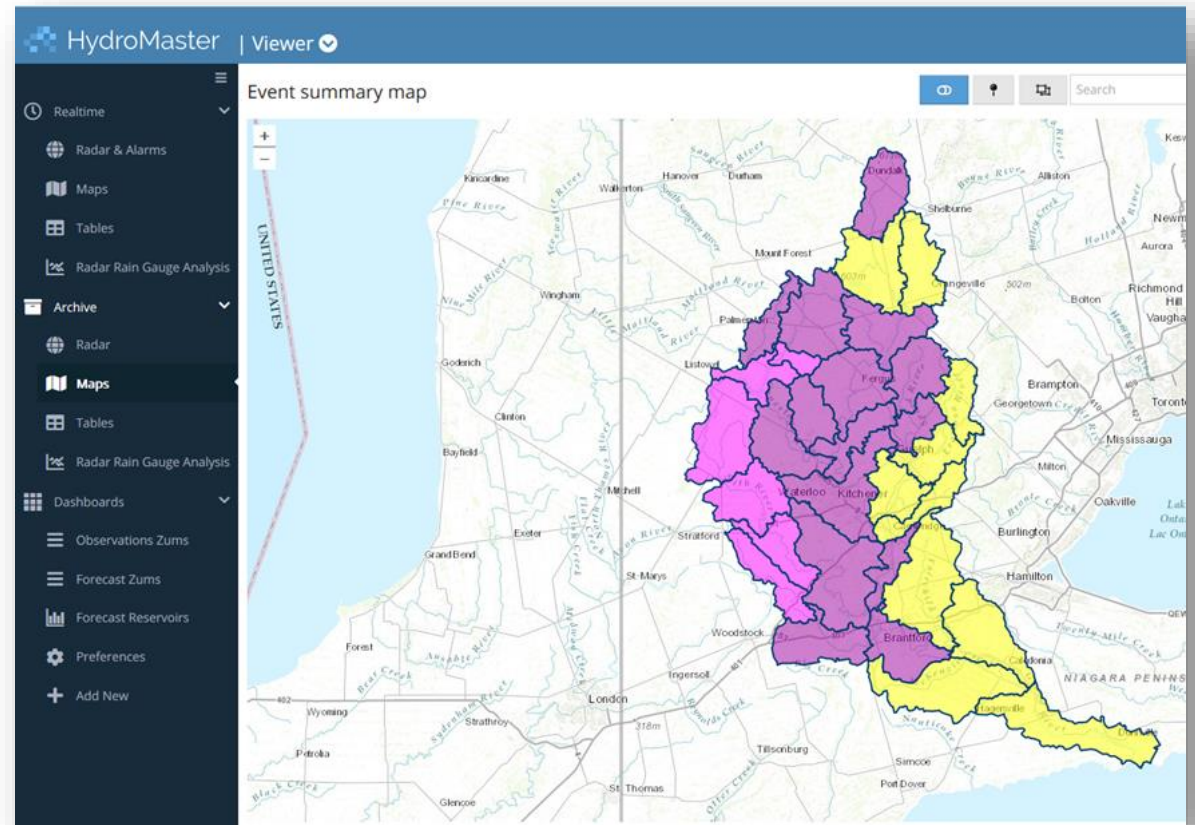
- Seven dams and reservoirs actively managed to **reduce flood damages and maintain flows**
- Flood peaks reduced 50 per cent or more; minimum flows maintained in dry months



Strategic Priorities

Protect life & minimize property damage

- Operate advanced flood forecasting and warning system to help prepare for flood events
- More than 30 rainfall and weather gauges provide real-time information to support flood forecasting



Strategic Priorities

Protect life & minimize property damage

- Through an MOU with Wellington County, GRCA provides technical advice to watershed municipalities on Planning Act applications

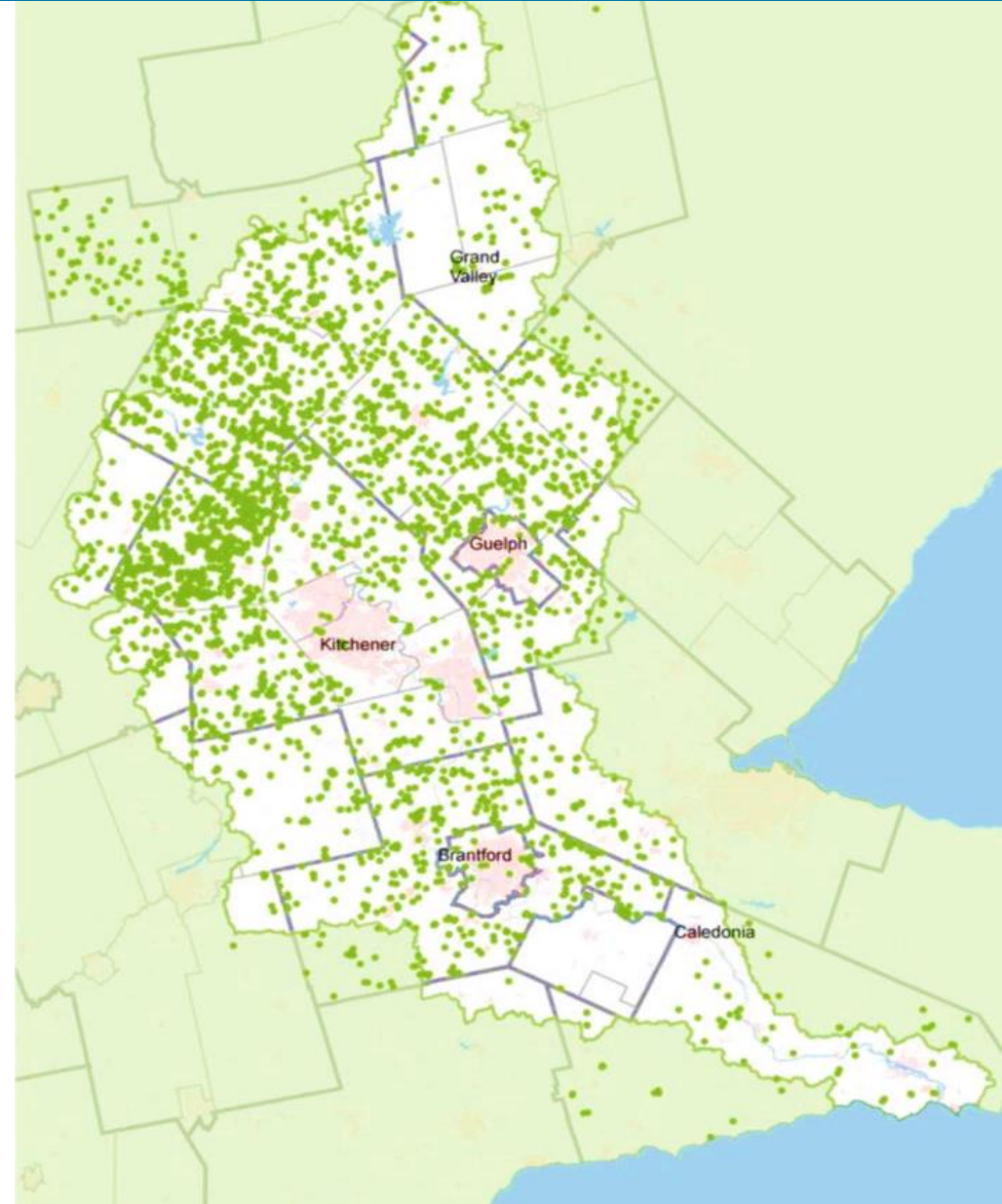


Strategic Priorities

Improve watershed health

Rural Water Quality Program (RWQP) watershed-wide success since 1998:

- Nearly 7,000 projects completed
- \$20 million in grants
- More than \$56 million invested



Strategic Priorities

Improve watershed health

Trees for Mapleton Program

- 2,800 trees planted in 2020
- 9 additional projects planned for 2021

Wellington RWQP Tree Planting in Mapleton since 1998

- 32 km of riparian buffer
- 326 acres of trees
- 123 km of windbreak



Strategic Priorities

Improve watershed health

- Update to **Grand River Source Protection Plan** (Wellington County) – public consultation currently taking place
- Working together to support Wellington Source Water Protection for plan implementation



Strategic Priorities

Improve watershed health

Natural Heritage System Framework

- In 2020-2021, subwatershed characterizations were completed for the Nith and upper Grand
- Framework guides existing stewardship programs and helps prioritize conservation actions



Strategic Priorities

Connect people with the environment

- GRCA conservation and natural areas – a **vital part of the watershed's recreational infrastructure**



Strategic Priorities

Responsible land management

- Partner with municipalities to provide the public with access to certain GRCA properties in a responsible and sustainable way



2021 Budget Challenges

- To prepare a budget prior to release of provincial regulations regarding mandatory vs non-mandatory program mandates for conservation authorities
- To manage uncertainty and operational restrictions/ protocols created by the COVID-19 pandemic



2021 Budget Challenges

1. Mandated vs Non-Mandated Programs Budget Assumption

- GRCA will continue to deliver programs that are currently in place and fund programs with general municipal levy as in the past

New regulations are anticipated in early 2021.



2021 Budget Challenges

2. Manage COVID-19

- Self-generated revenue sources subject to significant uncertainty:
 - Conservation Areas
 - Outdoor Education
- Incremental COVID costs
- Manage administrative expenses where possible

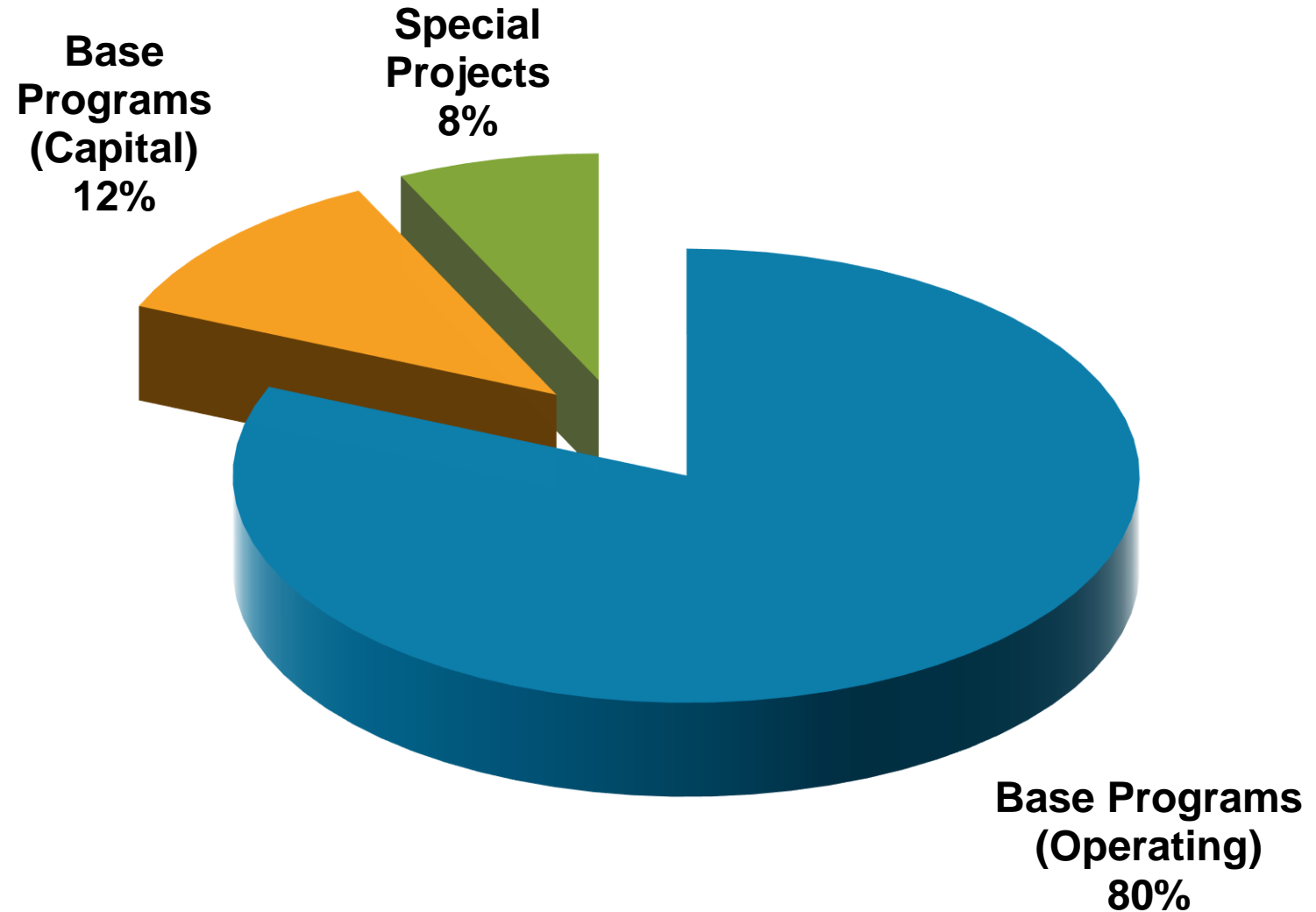


2021 Budget Challenges

Expenditures by Category

2021 Budget: \$31.6 million

(2020: \$36.0 million)



2021 Budget Challenges

EXPENDITURES

Operating Budget - \$25.3 Million

- Watershed Management (dams, flood forecasting, planning, lands management)
- Conservation Areas
- Environmental Education
- Corporate Services and Communications



Photo: GRCA /T. McAuley

2021 Budget Challenges

EXPENDITURES

Capital Projects - \$3.7 Million

Water Management Capital - \$1.8 million

- Maintenance and repairs to dikes and dams

Conservation Areas - \$1.5 million

- Carry forward projects from 2020

Motor Pool & IT - \$400,000



2021 Budget Challenges

EXPENDITURES

Special Projects - \$2.6 Million

- Source Water Protection Program
- Rural Water Quality Grants
- Mill Creek Rangers
- Emerald Ash Borer (EAB) Management
- Trail Maintenance

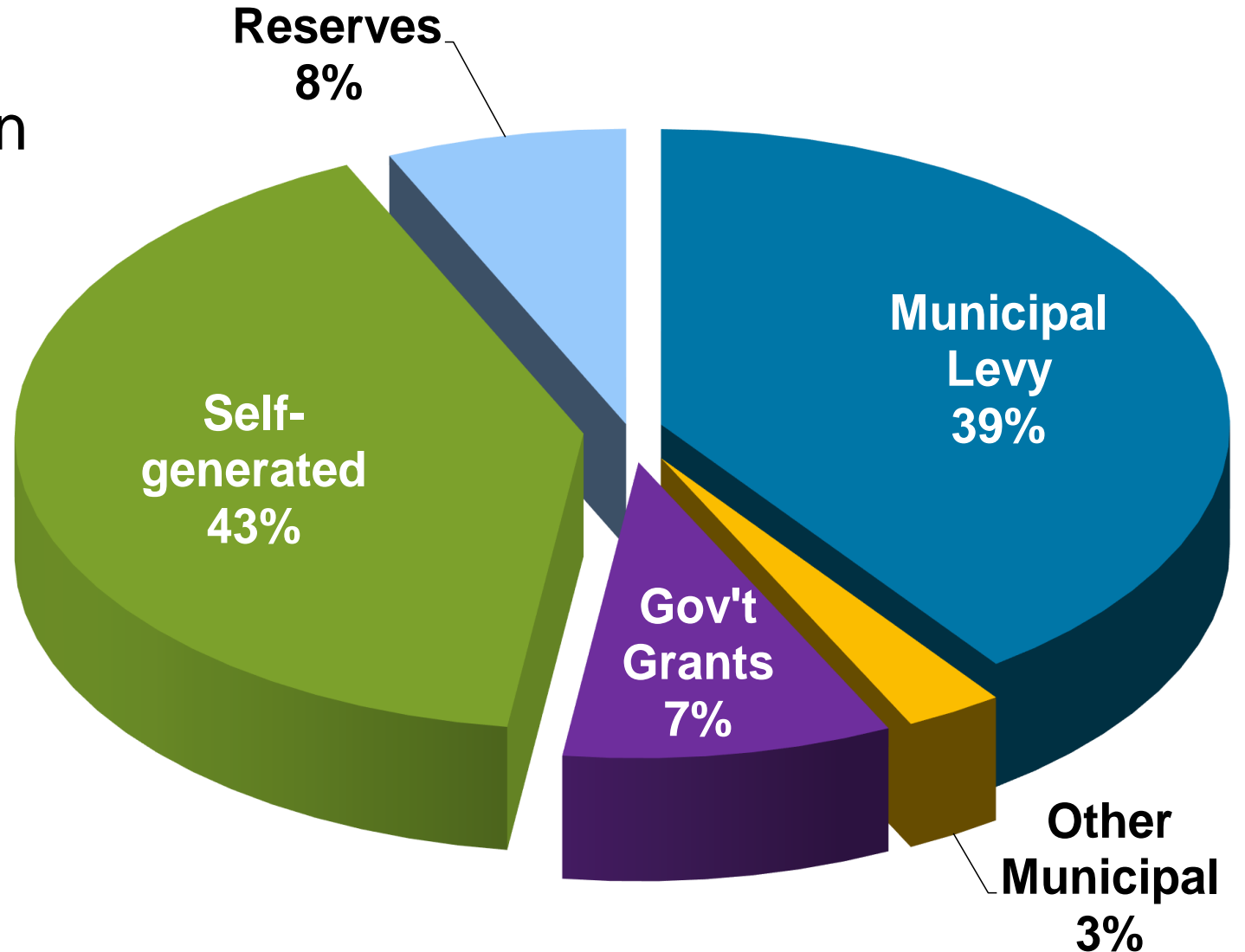


2021 Draft Budget

Revenue by Category

2021 Budget: \$31.6 million

(2020: \$36.0 million)



2021 Draft Budget

Revenue

General Municipal Levy:

- Increasing by 2.5% to \$12,225,000 in 2021
- Operating Levy increasing 2.9% or \$298,000
- Capital Levy \$950,000, nil increase

Special Projects:

- Expenses are offset 100% by special funding sources
- Do not use general municipal levy to fund these projects



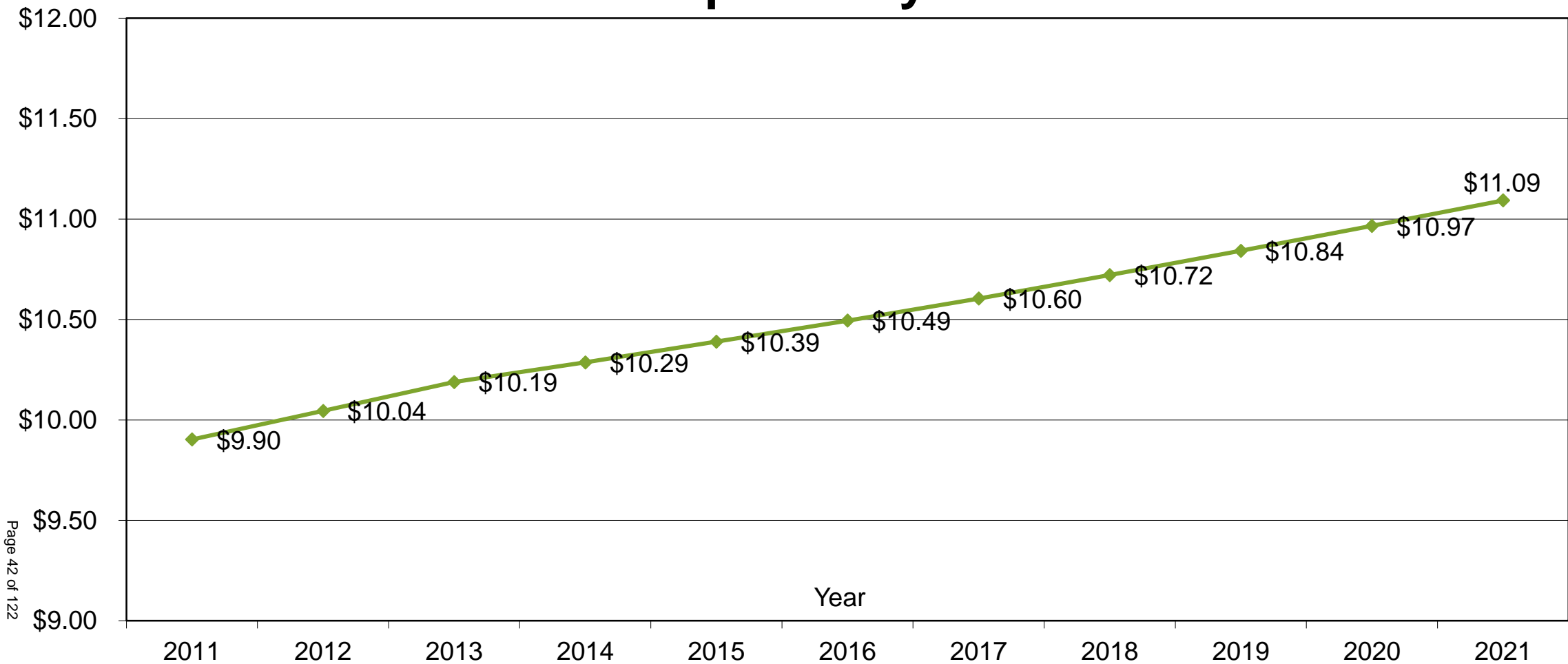
2021 Draft Budget

Grand River Conservation Authority Summary of Municipal Levy - 2021 Budget

									DRAFT - January 22, 2021	
	% CVA in Watershed	2020 CVA (Modified)	CVA in Watershed	CVA-Based Apportionment	CVA-Based Matching & Maintenance Levy	CVA-Based Admin Non Matching Admin & Maintenance Levy	CVA-Based Capital Maintenance* Levy	2021 Budget Total Levy	Actual 2020 Levy	% Change
Brant County	82.9%	6,936,721,473	5,750,542,101	2.84%	12,763	307,240	26,963	346,966	333,521	4.0%
Brantford C	100.0%	14,928,515,157	14,928,515,157	7.37%	33,133	797,600	69,995	900,728	879,747	2.4%
Amaranth Twp	82.0%	795,979,920	652,703,535	0.32%	1,449	34,873	3,060	39,382	37,935	3.8%
East Garafraxa Twp	80.0%	626,126,773	500,901,419	0.25%	1,112	26,762	2,349	30,223	28,338	6.7%
Town of Grand Valley	100.0%	553,512,121	553,512,121	0.27%	1,228	29,573	2,595	33,396	31,711	5.3%
Melancthon Twp	56.0%	586,577,630	328,483,473	0.16%	729	17,550	1,540	19,819	19,173	3.4%
Southgate Twp	6.0%	1,033,512,023	62,010,721	0.03%	138	3,313	291	3,742	3,523	6.2%
Haldimand County	41.0%	7,079,860,556	2,902,742,828	1.43%	6,442	155,088	13,610	175,140	170,458	2.7%
Norfolk County	5.0%	9,584,167,114	479,208,356	0.24%	1,064	25,603	2,247	28,914	28,513	1.4%
Halton Region	10.4%	46,451,977,776	4,837,575,302	2.39%	10,737	258,462	22,682	291,881	280,040	4.2%
Hamilton City	26.8%	94,145,899,309	25,184,028,065	12.43%	55,894	1,345,531	118,080	1,519,505	1,471,642	3.3%
Oxford County	36.7%	4,427,004,857	1,622,932,789	0.80%	3,602	86,710	7,609	97,921	95,948	2.1%
North Perth T	2.0%	2,225,735,943	44,514,719	0.02%	99	2,378	209	2,686	2,561	4.9%
Perth East Twp	40.0%	2,040,630,574	816,252,229	0.40%	1,812	43,611	3,827	49,250	47,534	3.6%
Waterloo Region	100.0%	102,472,672,048	102,472,672,048	50.58%	227,428	5,474,902	480,462	6,182,792	6,064,723	1.9%
Centre Wellington Twp	100.0%	5,114,418,180	5,114,418,180	2.52%	11,351	273,253	23,980	308,584	301,160	2.5%
Essex T	49.0%	2,555,239,625	1,252,067,416	0.62%	2,779	66,895	5,871	75,545	74,455	1.5%
Georgetown C	100.0%	27,653,093,969	27,653,093,969	13.65%	61,374	1,477,448	129,657	1,668,479	1,622,233	2.9%
Georgetown Eramosa Twp	100.0%	2,845,103,563	2,845,103,563	1.40%	6,314	152,008	13,340	171,662	167,139	2.7%
Mapleton Twp	95.0%	1,799,102,595	1,709,147,466	0.84%	3,793	91,316	8,014	103,123	97,762	5.5%
Wellington North Twp	51.0%	1,746,561,794	890,746,515	0.44%	1,977	47,591	4,176	53,744	51,442	4.5%
Puslinch Twp	75.0%	2,685,361,769	2,014,021,326	0.99%	4,470	107,605	9,443	121,518	117,442	3.5%
Total		338,287,774,768	202,615,193,299	100.00%	449,688	10,825,312	950,000	12,225,000	11,927,000	2.5%
*Capital Maintenance Levy represents levy allocated to maintenance of capital infrastructure, studies, and/or equipment.										

2021 Draft Budget

GRCA Per Capita Levy 2011 to 2021



Questions?



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CAO CLERK'S REPORT CL2021-01

TO: Mayor Davidson and Members of Council

FROM: Manny Baron, CAO

RE: WFR Policy

DATE: February 24th, 2021

RECOMMENDATION:

THAT CAO's Report CL2021-01, dated February 24th, 2021 with regards to the WFH Policy be received for information;

AND THAT Council approve the policy and direct staff to include into our policy manual.

BACKGROUND:

Since March 12th, 2020 we have been battling COVID-19 in one form or another, we have been closed for business, placed into various coloured guidelines and most recently were in lockdown for 28 days.

Staff have been working from home on and off during this time and we believe it is time to formalize the process. I believe our staff continue to be very efficient when not in the office and this is something we can explore in the future to help continue being the employer of choice.

We searched for various policies as examples we could follow and found Wellington-North had one that would meet our needs. You will see attached the policy, with a few changes to fit Mapleton's needs.

Attachments:

Work from home policy

COMMUNICATION:

If approved we will implement work to share and implement with staff

STRATEGIC PLAN:

Municipal Infrastructure: N/A


The Local Economy:

Recreation: N/A

Municipal Administration: Ensuring business continuity and seamless service to our rate payers and residents.

Financial Responsibility: N/A

Prepared by
Manny Baron
CAO

WORK FROM HOME POLICY		
	Section: Human Resources	Policy Number: 1.10.5
	Subsection: Hours of Work & Operation	Legislative Authority N/A
	Effective Date: March 1, 2021	Revision Date: February 18, 2021
	Approved: Resolution 2021- ??	No. Revisions

Purpose:

The Township recognizes the traditional workplace is changing and supports flexibility in work arrangements wherever possible and practical to do so without compromising Township service levels. Guidelines are listed below in order to assist employees and management in understanding procedures under which staff may work from home.

Policy:

1. Eligibility criteria will be determined by your Manager, in conjunction with the Role Profile Assessment, based on your job functions, workstyle and operational requirements.
2. Working from home (WFH) arrangements as outlined in this policy are required if you work from home on a regular basis (one or more days per week). Ad hoc arrangements, not exceeding this threshold, shall be at your Manager's discretion.
3. Work from home arrangements are voluntary and not considered a permanent change to status.
4. Work from home requests will be considered on a case-by-case basis at the discretion of your Manager.
5. The following process will be completed to initiate a WFH arrangement:
 - **Job Description Review and Role Profile Assessment:** You and your manager will review the role and ensure that it meets the suitability requirement for a WFH arrangement. A Role Profile Assessment is attached as Appendix A. The assessment outlines factors of the job as it relates to your job functions and workstyle considerations based on specific business unit operations.

- **Employee Acknowledgement Form:** The Acknowledgement Form must be completed by you and your Manager to finalize the WFH arrangement. The form is available as Appendix B. A copy will be provided to you and your Manager.
6. Your work habits, skills, abilities, and performance level will be taken into consideration to approve any WFH arrangements. Work from home arrangements may be revoked if for any reason the arrangement does not work, including but not limited to: receiving any disciplinary action, a performance improvement plan, failure to meet work objectives or your attendance is not satisfactory while participating in the WFH arrangement, you may be removed from the program at the discretion of your manager. If so, you would report to your respective municipal workstation with 48 hours notice.
 7. You are responsible for maintaining your work area in your home in a safe and secure condition. This includes taking precautions to protect The Township of Mapleton's confidential information, which you may need to access during your work, from being seen by other family members or house guests. Any computers or other electronic devices that you use in your home should be password protected, and physical documents containing sensitive information should be kept in locked filing cabinets or desk drawers. If you are not certain which documents or information need to be protected, you should discuss this with your manager before starting a work from home arrangement.
 8. In-person meetings may not be conducted in your home office.
 9. The Township reserves the right to discontinue the WFH Program at any time individually, or as a whole. A minimum of one (1) week notice of program cancellation will be provided.
 10. Work from home arrangements will automatically cease if an employee initiates a leave of absence for any reason. Upon the employee's return, the Manager and employee will determine whether to reinstate the arrangement.
 11. Work from home arrangements automatically terminate when you leave the position that is subject to the terms of a WFH arrangement.

TERMS AND CONDITIONS

You are responsible for respecting and complying with the terms and conditions of your employment, legislation, and all municipal policies if you participate in a WFH arrangement. Additional terms specific to WFH include:

- a) **Hours of Work:** Any difference in working hours during a WFH day will be recorded and mutually agreed upon by you and your manager in your WFH Arrangement Acknowledgement Form. It is expected that you will use your allotted vacation or lieu time within scope of the respective policy or make up for any unworked hours.
- b) **Municipal Office Business:** You may be required to attend the workplace on a usual WFH day as operations dictate. Such a requirement is at the discretion of your Manager. Any expenses incurred to attend the workplace are not eligible for reimbursement.
- c) **Overtime/Premium Payments:** Eligible employees will not work more than their identified normal work week (35 or 40 hours per week) without prior approval from their manager. Prior approval is also required from your manager to work in excess of your normal scheduled work hours per week in accordance with the Township's overtime policy.

Work from home arrangements will not be approved if there are increased labour costs (e.g. overtime) or additional operational costs as a result of the arrangement.

- d) **Home Office Set-up:** you will review the ergonomics checklist available in Appendix C and take appropriate measures to ensure a safe and productive WFH environment.
- e) **Associated Costs:** Costs associated in preparing the at-home workspace is your responsibility (installation of telephone lines, electrical upgrades, appropriate internet connections etc.). All additional costs of WFH, such as increased data, phone charges, etc. will be borne by the employee.
- f) **Equipment:** You must have the appropriate equipment in order to work from home, which includes a Township issued laptop, VPN Access,

Microsoft Teams, Zoom or other real time communication and collaborative software to continue work with colleagues, and a secure wi-fi connection. Township resources should not be connected to a public wi-fi.

On a case-by-case basis, the municipality may issue equipment appropriate for the WFH arrangement. This will be determined between your Manager and IT. Equipment supplied by the organization will be maintained by the organization. The Township of Mapleton accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the municipality is to be used for business purposes only. IT will keep a record of any electronic equipment/items issued to you. You must return all Township equipment and materials if your employment ends for any reason.

- g) **Expenses:** Business related travel expenses will be covered in accordance with our Allowable Expenses policy. The Township will not be required to cover any costs related to your attendance at the workplace, even on days usually reserved for working from home.
- h) **Power Outages/Home Office Connection Issues:** In the event of a power outage, internet failure, technical issues or other circumstances preventing you from conducting your work off-site, you must advise your Manager. You may be required to return to your municipal workstation or alternative (i.e., Municipal office or a municipal facility with internet/phone access) to complete your work.
- i) **Dependent Care:** Work from home arrangements are not intended to replace ongoing family obligations. Alternative care arrangements for child, elder or other dependent care should be in place during WFH hours. Modification to hours to assist in family care may be made in discussion with your Manager and in support of business operations.
- j) **Health and Safety:** You will be required to, on an ongoing basis, take all reasonable and necessary precautions to safeguard your WFH workspace. You must follow normal procedures for reporting illness or injury.

ROLES AND RESPONSIBILITIES

Manager:

- Ensures this policy is adhered to and administered as outlined. Monitor employee performance.
- Apply criteria for determining position and employee eligibility for WFH consistently and fairly. Respond to concerns directly with the employee.
- Contact Human Resources for guidance on WFH implementation and role criteria for WFH eligibility.
- Evaluate the implementation of this policy, both individually and holistically across the team to endure consistency and transparency.

Employees:

- Adhere to the terms and conditions of this policy.
- Be accessible and available for work as outlined in their respective WFH arrangement.
- Be ready and available to attend the workplace as needed by business operations, even if the day was previously established as a WFH day.
- Review and acknowledge responsibilities within the WFH arrangement as outlined.

Human Resources:

- Provide support and guidance on issues regarding performance and/or training needs.
- Act as a resource to mediate concerns regarding role eligibility to WFH.

APPENDIX A:

WORKING FROM HOME ROLE PROFILE ASSESSMENT

This Role Profile Assessment will help both managers and employees assess whether the employee's role and working style is suitable to work from home.

1. **Minimum Standards.** Standards that an employee must meet to participate in working from home (basic performance/attendance standards, technological requirements and workspace set-up). This is completed by the employee and is a self-assessment.
2. **Employee Job Function Analysis.** This is completed by the employee and is based on an employee's self-reflection. These items will be discussed with the Manager in conjunction with *Part 3 – Work Style Considerations*, below, prior to completing the Work from Home Acknowledgement Form.
3. **Manager and Employee Work Style Considerations.** This is completed by both the manager and employee together. Discussion points are provided to guide the creation of a WFH schedule, review potential impact on team dynamics and operating consideration. Upon completion, this will assist in completing the Work from Home Acknowledgement Form.

Following the completion of this assessment, employees and managers should discuss suitability to work from home, frequency and enter into a formal agreement should it be identified the employee will WFH more than three (3) days per month.

1. Minimum Standards – Eligibility to Participate

- I have demonstrated consistent, acceptable performance to the municipality and am not on a formal attendance management program or performance improvement plan.
- I have the following equipment to facilitate working from home:
 - Municipality issued laptop computer
 - VPN setup and established connection
 - Smart Phone (if needed/applicable)
 - Telephone access; and
 - Secure internet connection or mobile internet access.
- I have access to a space at home that is conducive to effective work.
- My working space at home is, to the best of my knowledge, safe from conditions that could pose a hazard to health and safety or danger to equipment.

2. Employee Job Function Analysis

- Characteristics of jobs that can be performed successfully from home may include:
 - work can be performed from a remote location, such as report writing, research and project-based work.
 - work can be taken to and from your home with ease.
 - the need for face-to-face contact with managers, external customers,

vendors, stakeholder, members of the public, other employees, etc. can be scheduled as necessary.

- the need to access equipment, materials, files etc. that are situated only at the workplace can be scheduled as necessary; and
- confidentiality requirements of the job can be met from a home location.

3. Manager and Employee Workstyle Considerations

Discuss together how working from home may impact operations, productivity and work relationships on your role through the following statements:

- Impact on effective deliverables, punctuality and attendance.
- How will work styles be adjusted to maintain regular communication between the employee and the manager.
- Ability to stay connected with team and coworkers to promote a positive work atmosphere.
- Acknowledge that the on-site workstation may be repurposed and used by others

By discussing these considerations together, managers and employees should be able to identify whether the employee's role and work style would be conducive to a working from home situation. The manager may also have additional considerations to add within each section based on the department's operations.

Where there is disagreement, the employee and manager will contact Human Resources for support and guidance. As per the policy, a formal work from home arrangement falls within the manager's discretion.

APPENDIX B:

WORK FROM HOME ARRANGEMENT ACKNOWLEDGEMENT FORM

1. Purpose	This acknowledgement form is set between _____ (Manager Name) and _____ (Employee Name) to embark on a Work from Home Arrangement. The purpose of this document is to outline and clarify the requirements of the arrangement prior to the commencement of the work from home (WFH) arrangement. This acknowledgement form does not change the terms and conditions of employment.																								
2. Term	The arrangement is set to commence on _____ (insert date) and may be rescinded by the municipality with notice as per policy.																								
3. Policies	<p>You will continue to abide by all municipal policies, and procedures and in accordance with the terms and conditions of your employment. In addition, you will:</p> <ul style="list-style-type: none"> Review the Working from home Policy Discuss the Role Profile Assessment with your Manager Complete the ergonomics checklist (attached); and <p>The Manager acknowledges he/she has reviewed and understood the terms as outlined above.</p>																								
4. Work from Home Schedule	<p>The employee is approved to work from home on a regular schedule as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Day</th><th>WFH</th><th>In Office</th><th>Hours</th></tr> </thead> <tbody> <tr> <td>Monday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td></tr> <tr> <td>Tuesday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td></tr> <tr> <td>Wednesday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td></tr> <tr> <td>Thursday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td></tr> <tr> <td>Friday</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td></tr> </tbody> </table>	Day	WFH	In Office	Hours	Monday	<input type="checkbox"/>	<input type="checkbox"/>		Tuesday	<input type="checkbox"/>	<input type="checkbox"/>		Wednesday	<input type="checkbox"/>	<input type="checkbox"/>		Thursday	<input type="checkbox"/>	<input type="checkbox"/>		Friday	<input type="checkbox"/>	<input type="checkbox"/>	
Day	WFH	In Office	Hours																						
Monday	<input type="checkbox"/>	<input type="checkbox"/>																							
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Wednesday	<input type="checkbox"/>	<input type="checkbox"/>																							
Thursday	<input type="checkbox"/>	<input type="checkbox"/>																							
Friday	<input type="checkbox"/>	<input type="checkbox"/>																							
5. Compensation & Benefits	Your compensation and benefits, including vacation, sick and emergency leave, other forms of leave, and travel benefits will not be impacted by the WFH arrangement.																								
6. Equipment & Expenses	<p>You will be using your assigned corporately owned equipment.</p> <p>The municipality will maintain all corporately owned equipment. You will not perform maintenance or repairs on municipal owned equipment.</p> <p>All software used on corporately owned equipment must be legally acquired, licensed, and installed by the municipality.</p>																								

	<p>The municipality will not be responsible for costs relating to working from home, including but not limited to, data usage, long-distance phone charges or the purchase of in-home office equipment.</p> <p>As this is a voluntary arrangement, you acknowledge your responsibility for ongoing operating costs, such as telephone service fees, internet, utility costs and/or homeowner's or renter's insurance. You are responsible for compliance with insurance/rental agreements at your home office site. As this is a voluntary arrangement, and you are not required to work from home, a T2200 cannot be provided.</p> <p>For clarity purposes, the municipality will not reimburse you for purchasing or renting equipment, services, or supplies unless you have received written approval from your manager.</p>
7. Tasks	You will perform your regular duties. You will abide by township policies, procedures, applicable legislation and where applicable, collective agreement terms while working from home.
8. Temporary Return to Municipal Workplace	Notwithstanding your working from home schedule, you may be required to temporarily return to your municipal workplace for a period of time due to operational requirements including, but not limited to, power outages, inoperable equipment, prolonged system failures and to meet service levels.
9. Security	<p>You will comply with all municipal technology policies while working from home, and will ensure the following:</p> <ul style="list-style-type: none"> • The protection of organizational data whether on disk, hardcopy or on portable devices from theft, loss or unauthorized access during transit and at your home office. • Approved firewalls and anti-virus software are installed on all remote site computers and are updated daily with current definitions. • Flash drives or other portable drives are scanned for viruses before uploading or downloading data. • Sensitive information in hardcopy form is returned to the municipal office or shredded. • All work is backed-up according to municipal procedures. <p>You must immediately report any suspected, potential, or actual breach or loss of information to your manager and IT (if applicable).</p>
10. Clean Desk	If your primary office space will be your home office (working 3 days or more at home a week), you acknowledge that on days spent working from home your municipal office space is to be left in a suitable condition (all files locked and put away) and comply with clean desk measures. You understand that your office space may be repurposed during WFH days for use by other municipal employees.
11. Safety	You confirm that you have a suitable place to complete your work from home and that to the best of your knowledge the home worksite is safe

	<p>from conditions that could pose a hazard to health and safety or danger to equipment. Your home worksite is considered an official worksite for the purposes of WSIB. Any injury sustained while at your home worksite must be reported to your manager immediately. WSIB does not cover accidents to family members or other third parties at the home worksite, nor is it expected or appropriate for third parties or other workers to meet at your residence.</p> <p>To ensure your safety and avoid potential incidents, you will meet with clients only at approved municipal workspaces or, if applicable, in the field.</p>
12. Family Obligations	<p>You acknowledge that, if applicable, you will have an arrangement in place for regular dependent care (child or elder). The WFH arrangement will not be used as a substitute for dependent care.</p>
13. Performance & Attendance	<p>Performance Concerns</p> <p>Should your performance or behaviour not meet business/work objectives or goals, or may be unsatisfactory to your manager, your WFH Arrangement may be terminated and you will report into the municipal office with 48 hours notice. You may reapply to WFH after returning to, and maintaining, satisfactory performance and behaviour as determined by your manager.</p> <p>Attendance</p> <p>Your WFH arrangement will be terminated if you do not attend work at a satisfactory level and you will report into the municipal office with 48 hours notice.</p> <p>In the event that your WFH Arrangement is terminated, you will be notified in writing. The municipality will not be held responsible for costs, damages or losses to you resulting from termination of the WFH arrangement.</p>
14. Removal from Program	<p>Participation in this WFH Arrangement is voluntary. You may be removed from the program at any time by your manager, yourself, or the municipality as an organization (removal of the program) with one week's notice (outside of performance or attendance concerns).</p> <p>The arrangement automatically terminates if you leave the position that is subject to the terms of this arrangement.</p> <p>This WFH Arrangement will cease if you initiate a leave of absence (for any reason). Potential reinstatement of the arrangement will be determined by you and your manager upon your return.</p>

EMPLOYEE: By signing this statement, I acknowledge that I have reviewed, understood, and agree to comply with this Work from Home arrangement:

Employee Signature

Date

MANAGER: By signing this statement, I agree to work with my employee to implement a Work from Home arrangement as described in the Working from Home Policy and this Work from Home Arrangement Acknowledgement Form.

Manager Signature

Date

Work from Home Agreement form must be returned to CAO prior to the Work fromHome Arrangement begins.

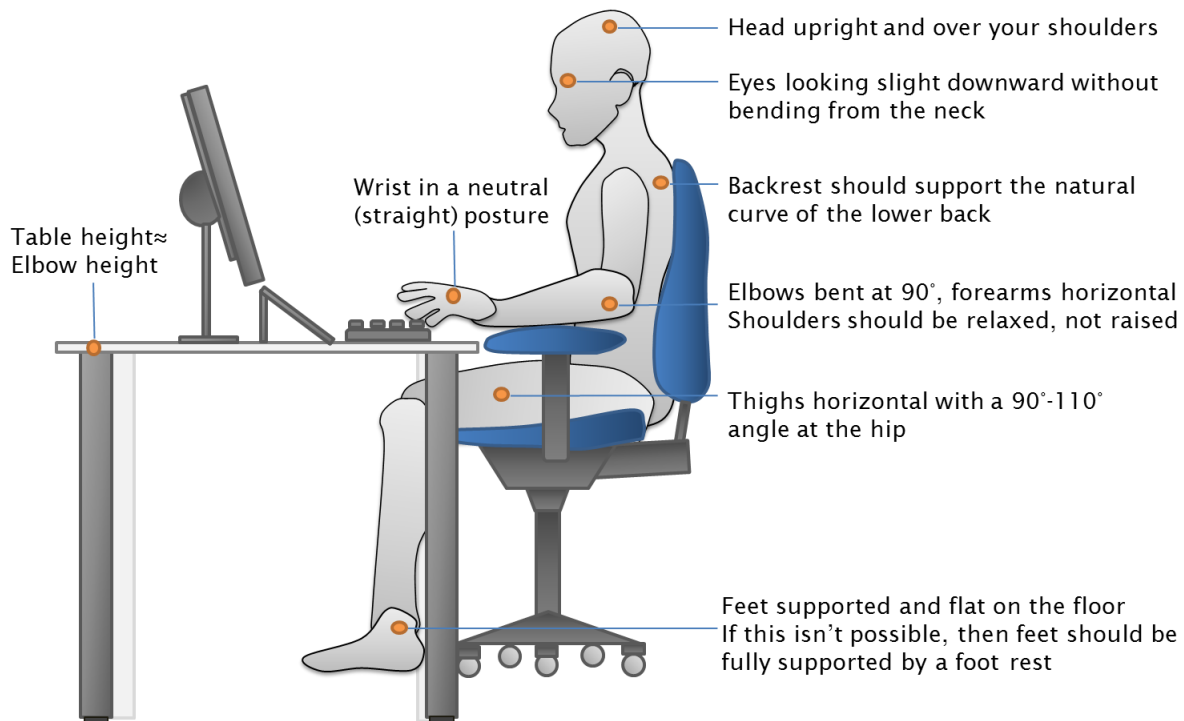
APPENDIX C:

WORK FROM HOME ERGONOMIC SELF-ASSESSMENT

Equipment and Workstation Review

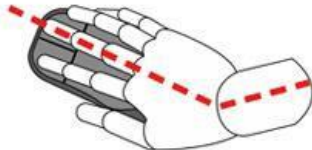
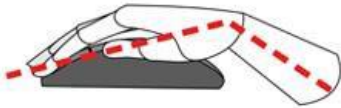
Item	Workstation	Yes	No	N/A
1.	Is your chair in good condition and adjusted to the appropriate height (i.e. thighs parallel or knees slightly lower than the hips?)			
2.	Do you know how to adjust your chair for maximum comfort?			
3.	Is the small of your back adequately supported by a back rest?			
4.	Do you have sufficient leg room at your desk?			
5.	Is it easy to read the text on your screen?			
6.	Is your computer screen free from noticeable glare at all times of the day?			
7.	When keying or using the mouse, are your elbows close to the body and your forearms close to parallel with the floor?			
8.	Are your wrists fairly straight when keying?			
9.	Is your mouse comfortable to use?			

If you answered No to any of the above questions, try to make modification as per the images below:

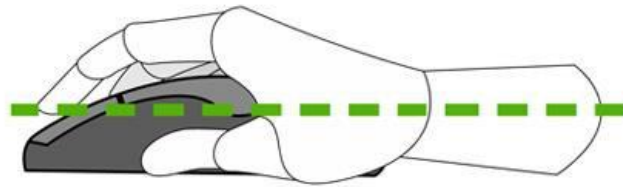
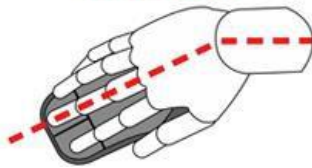




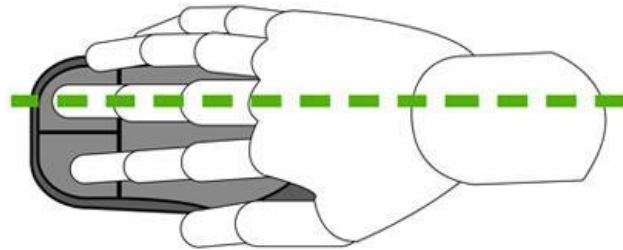
INCORRECT



INCORRECT



CORRECT



Work Environment

Item	Environment	Yes	No	N/A
1.	Do you have appropriate light for reading or writing documents?			
2.	Are frequently used items within easy reach?			
3.	Is your workspace free from clutter?			
4.	Is your work area free from all slip, trip and fall hazards?			

Work Practices

Item	Practices	Yes	No	N/A
1.	Do you take breaks to stretch?			
2.	Do you ensure you have daily contact with your manager or coworkers by phone, email, Microsoft Teams etc.?			
3.	Do you take regular eye breaks from looking at your monitor?			

Posture

While working with computers or mobile technology, you may experience muscular fatigue and discomfort due to posture. Your posture often depends on the:

- Location of the computer or mobile technology
- Layout of the workstation
- Office furniture

Whether standing or sitting, you should be able to work in a neutral posture when working with a computer or mobile technology in order to minimize postural demands.

A **neutral sitting posture** is described as:

- Neck is upright and over the shoulders (not bent, twisted or forward)
- Relaxed shoulders (not slouched or raised)
- Upper arms hanging vertically alongside the body (not reaching)
- Elbows close to the body and at 90 degrees when typing
- Forearms horizontal to the ground
- Wrists straight (not bent up, down or sideways) when typing
- Back straight (not slouched) and well supported by the chair
- Thighs approximately horizontal to the ground
- Feet flat on the floor or on a footrest, with the feet at an angle of 90 degrees with the lower legs

Lighting

When planning your home office environment, you must consider:

- Overall lighting levels
- Position of lights and windows

Good lighting levels and positioning leads to minimal glare, appropriate contrast, and less visual fatigue.

Glare

The lighting system in the home office should allow for uniform light levels. Glare is caused by large differences in light levels within the visual field. Excessive light levels may mask (or partially hide) what is shown on the screen. You can reduce or eliminate glare by:

- Tinting windows
- Using light-absorbing blinds or curtains
- Using parabolic louvers (which reduce the brightness of lights and distribute light evenly) on overhead lights
- Using desk and work equipment with a matte finish
- Positioning workstations between rows of overhead lights
- Using indirect lighting (light from fixtures does not shine into the work area directly but only after being reflected off ceilings and walls)
- Positioning computers in such a way that the line of sight is parallel to windows and overhead fluorescent lights



DEPARTMENTAL REPORT

CL2021-02

To: Mayor Davidson and Council
Subject: Cemetery Operating By-Law Update
Meeting: Regular Council Meeting - 24 Feb 2021
Department:
Staff Contact:

RECOMMENDATION:

THAT Township of Mapleton Council receive Clerk's Report CL2021-02 dated February 24, 2021 regarding Cemetery Operating By-law Update:

AND FURTHER THAT Council supports the draft by-law and directs staff to proceed with necessary steps for approval.

BACKGROUND INFORMATION:

In 2020 Mapleton's Director of Public Works and Clerk initiated a review and re-write of the Township's existing outdated Cemetery By-law with a vision of both modernizing the document and bringing it inline with the Bereavement Authority of Ontario evolving guidelines.

The end product was By-Law 2020-042 adopted June 16, and subsequently approved by the BAO (with the removal of six words).

PREVIOUS PERTINENT REPORTS:

Public Works Report PW2020-11 dated May 26, 2020

DISCUSSION:

While the 2020 cemetery by-law rewrite was accomplished including a community engagement process, since adoption Senior Management received feedback from industry operators that there remained opportunities to fashion the document in a more customer centric fashion.

CONSULTATION:

The CAO and Clerk would like to acknowledge Mary & Ken Thompson of Heritage Funeral Homes, plus Marvin Bauman of Moorefield Maranatha Arthur Cemetery Fund for the time and expertise they have invested in this newly revised by-law edition.

FINANCIAL IMPACT:

There are no financial implications to the newly revised by-law, as community feedback on the pricing structure of Mapleton's cemetery services has recently been reflected in the Township's 2021 Fees & Charges By-law.

SUMMARY:

This 2021 version of our Mapleton Cemetery By-law is definitely more customer centric: including expanded burial hours, escalated years before a declaration of abandoned interment rights, relaxed restrictions on single grave containment, reduced hours for pre-burial notice, and a new payment option to 'designated' service providers.

STRATEGIC COMMUNICATION:

Municipal Infrastructure: Existing cemetery infrastructure with a lift in service level.

The Local Economy: Local service providers boosted with augmented flexibility.

Recreation: n/a

Municipal Administration: n/a

Financial Responsibility: n/a

ATTACHMENTS:

[Cemetery Operations DRAFT 2021](#)

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2021-DRAFT

BEING A BY-LAW TO AMEND BY-LAW
2020-042, BEING A BY-LAW TO PROVIDE
FOR RULES AND REGULATIONS FOR THE
CARE AND CONTROL OF CEMETERIES
OWNED BY THE TOWNSHIP OF MAPLETON

WHEREAS Section 10 of the Municipal Act, 2001 provides that municipalities may provide any service that the municipality considers necessary or desirable for the public; and

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (the "Act"), which comes into effect July 1st, 2012, regulates the operation of cemeteries in Ontario; and

WHEREAS a new by-law respecting the regulation and management of Township cemeteries is required to comply with the amendments to the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33 (the "Act") which came into effect in July 2012; and

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to enact a By-Law to regulate the operation, care, and control of cemeteries, described as Drayton Cemetery (previously named St. Martin's Cemetery and Victoria Cemetery) located at 187 Wellington Street North, Drayton and Hollen Cemetery located at 8051 Hollen Road in the Township of Mapleton; and

WHEREAS Public Notice of Council's intention to pass this By-Law was provided in accordance with the Act; and

NOW THEREFORE the Council of the Corporation of the Township of Mapleton hereby enacts as follows:

Index to Contents

Section A:	Definitions
Section B:	General Information
Section C:	Sale of Interment Rights (including transfer)
Section D:	Cancellation or Resale of Interment Rights
Section E:	Interment of Remains and Cremains
Section F:	Memorialization - Monuments and Markers
Section G	Columbarium Regulations
Section H:	Care and Planting
Section I:	Items that are Prohibited and Permitted
Section J:	Contractor/Monument Dealers

Preface

1. THAT this By-law may be cited and known as "The Cemetery By-law".
2. THAT The Corporation of the Township of Mapleton reserves full and complete control and management of all assets of the Corporation including but not limited to the generality of the foregoing, all lands, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer the by-law.
3. THAT the Director of Public Works shall have custody of the Cemetery under the direction of the Corporation. The Director has the authority to make final and binding decisions based on the by-law.
4. THAT the Cemeteries shall be managed and governed by the Rules and Regulations set out in this by-law.
5. THAT any current by-laws and any other by-laws or resolutions or parts of by-laws or resolutions relating to the rules and regulations for the operation, care and control of municipality owned cemeteries inconsistent with this by-law are hereby repealed.
6. THAT this By-Law shall come into force and take effect on the date of approval of the Registrar appointed under the Act.

SECTION A: DEFINITIONS

Act: Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, c.33, (FBCSA) including any provincial Regulations made pursuant to said Act, and specifically Ontario Reg 30/11.

Burial: The opening of a lot and then the placing of dead human remains, or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, or a niche in a columbarium.

Cemetery By-Law: This By-Law and any amendments hereto under which a Cemetery operates or as approved by the Council of the Corporation of the Township of Mapleton.

Care and Maintenance Fund: It is a requirement under the Act that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers, and monuments at the Cemetery.

Cemetery: Land, owned and operated by the Corporation of the Township of Mapleton, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a Columbarium intended for the interment of human remains.

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Cemetery Operator: The Corporation of the Township of Mapleton which reserves full control over the cemetery management and operation of the land within the cemetery grounds.

Cemetery Services:

Offered as listed:

- (i) interment rights
- (ii) opening or closing of a grave
- (iii) interring or disintering human remains
- (iv) providing temporary storage in a receiving vault
- (v) installation of a foundation for a marker
- (vi) inspection of markers, and any editing
- (vii) setting of corner posts and footstones
- (viii) transfer fee

Contract: For purposes of the Cemetery By-Law, all purchasers of interment rights must sign a contract with the Cemetery Operator or Designate, detailing obligations of both parties and acceptance of the Cemetery By-Law.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Corporation: The Corporation of the Township of Mapleton.

Council: Means the Council of The Corporation of the Township of Mapleton.

Director of Public Works: The Corporation of the Township of Mapleton Director of Public Works or Designate.

Fees & Charges: The list of Cemetery Fees & Charges approved by Council.

Grave: (Also known as Lot); any in ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The rights to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt and to direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery Operator or Designate to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person or persons designated to hold the right to inter human remains in a specified lot, and "Rights Holder" shall have the same meaning.

Lot: For the purposes of these rules and regulations a lot is a single grave space.

Lot - Cremation Gardens: An area of land in the cemetery set aside in the Cremation Gardens to contain human cremains including space for a marker.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or lot.

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Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Pre-need supplies or services: Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

Township: The Corporation of the Township of Mapleton.

Transfer of Interment Rights: An inter vivos (during lifetime) or postmortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as herein forth set out.

Transfer Form: Means the form to be completed for any transfer or resale of interment rights.

SECTION B: GENERAL INFORMATION

Hours of Operation:

Visitation Hours: Dawn to dusk

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

Burial Hours: Monday to Saturday 10:00 a.m. - 5:00 p.m.

*Interments on Sunday and Civic/Statutory Holidays will only take place due to extenuating circumstances and with the expressed consent of the Public Works Director or Designate.

Winter interments and disinterment's are permitted; however, they will be at the approval of the Director of Public Works or Designate.

Fee for service is in accordance with the Fees and Charges By-law, as amended from time to time.

General Conduct:

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds including the following:

- All sales of lots and cemetery services for the maintenance of cemetery records and shall administer the Cemetery budget as approved by Council.
- Ensure that all accounts are rendered and notices in connection with cemetery business are carried out and shall transact all routine business in accordance with this by-law.
- Shall maintain up-to-date records of the plans or surveys of the cemeteries; the names of all interment rights holders and their addresses, copies of all contracts for the purchase of cemetery supplies and/or services.

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- Copies of all transfers of interment rights. The date of and location of all interments within the cemeteries, and whether such interments are of cremated remains.
- A copy of the contract of the interment rights holder for each interment.
- Applications for each contract with respect to the placement of markers.

No person shall or cause to damage, destroy, remove, or deface any property within the cemetery.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

By-Law Amendments:

The cemetery shall be governed by the Cemetery By-Law, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All By-Law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers of their installation.

A copy of proposed amendments will be provided to the local Funeral Home Directors located within the Township of Mapleton service area for review and comment prior to submission for approval by Council.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

Liability:

The Cemetery Operator or Designate will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

Notice of Transfer of Interment Rights:

The Cemetery Operator prohibits the resale of interment rights to a third party and will repurchase these rights at the original purchase price - less the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

In the case of a request received by the Cemetery Operator or Designate for transmission of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator or Designate reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.

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Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

Where the Interment Rights Holder dies without a will, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Cemetery Operator, who may request reasonable proof that such transfer does not constitute a resale before effecting same.

All transfer of interment rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and in compliance with all other provisions of the Cemetery By-Laws.

Public Register:

Provincial legislation - Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, replot, change, or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

SECTION C: SALE OF INTERMENT RIGHTS

Interment Rights to a lot, plot or niche may be purchased from the cemetery at the rate as set out in the Township of Mapleton Fees & Charges By-Law and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

The purchase of services will be made directly through the Cemetery Operator or Designate by way of completing the contract form.

A Representative may, on behalf of the Interment Rights Holder(s), make full payment for cemetery services at the time of need and may accept full payment for the services.

A monument company may submit and or accept and submit payment payable to the Cemetery Operator or Designate for monument/marker care and maintenance.

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All payments for Interment Rights shall be made to the Cemetery Operator or Designate.

The Cemetery Operator or Designate shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Cemetery By-Law & Rules & Regulations
- d) Price list
- e) Consumer Information Guide to Funeral, Burials and Cremation Services

If interment rights are sold and are not exercised within 80 years of the date of sale, the Cemetery Operator or Designate may, after the 80 years has elapsed, apply to the registrar for a declaration that the rights are abandoned.

SECTION D: CANCELLATION, RESALE OR TRANSFER OF INTERMENT RIGHTS

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the Cemetery By-Law. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full.

In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will determine if it will repurchase the interment rights and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice, if applicable. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. Any services provided, such as the purchase of corner posts, will not be refunded.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled

to cancel the contract or re-sell the interment rights, and no refund will be permitted.

Resale of Interment Rights after 30 Day Cooling-Off Period:

ALL REALES OF INTERMENT RIGHTS TO A THIRD PARTY ARE PROHIBITED; AND FURTHER MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR OR DESIGNATE

- If a rights holder(s) wishes to re-sell the interment the rights holder(s) must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the interment rights at the price listed on the Cemetery Operator original price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the Cemetery Operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title, and interest back to the Cemetery Operator. The appropriate paperwork with applicable fee must be submitted before the Cemetery Operator or Designate reimburses the rights holder(s).

SECTION E: INTERMENT OF REMAINS AND CREMAINS

- Interment rights holder must provide written authorization prior to an interment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Cemetery Operator or Designate must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e., Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator or Designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Operator or Designate Office prior to the burial of cremated remains taking place.
- In accordance with the Act the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator or Designate for the completion of the contract and the public register prior to each burial or entombment of human remains or cremated human remains.
- Payment must be made to the Cemetery Operator or Designate before a burial can take place.
- The Cemetery Operator or Designate shall be given a minimum 24 hours of notice for each burial of human remains.
- The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

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- Cremated remains are not permitted to be scattered on a grave.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator or Designate and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the Cemetery Operator or Designate office before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
- In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- A single grave may contain the following:
 - a) One (1) non-cremated interment; vaulted or unvaulted or
 - b) One (1) non-cremated interment plus three (4) cremains placed on top where there is sufficient ground cover to do so: or
 - c) A maximum of Six (6) cremains.
- Double depth burials are not permitted as of the date of passing of this by-law, however, double depth burials in Drayton Cemetery are permitted where graves were purchased between January 1, 2003 and June 22, 2010 when
 - a) the first interment was placed in a concrete vault or grave liner at double depth; and
 - b) certificate of interment rights indicates that the purchase was to accommodate a double depth burial.

SECTION F: MEMORIALIZATION – MONUMENTS AND MARKERS

- F.1 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- F.2 No monument or marker of any description shall be placed, moved, altered, or removed without the permission from the Cemetery Operator or Designate.
- F.3 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator or Designate.
- F.4 The Cemetery Operator or Designate will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss, or damage to, any monument, marker, or other structure, or part thereof.
- F.5 The Cemetery Operator or Designate reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.
- F.6 All foundations for new monuments shall be built by, or contracted to be built for, the Cemetery Operator or Designate at the expense of the interment rights holder.

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- F.7 Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator or Designate shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk (at the cost to the cemetery).
- F.8 The Cemetery Operator or Designate reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery by the Cemetery Operator or Designate.
- F.9 A monument or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator or Designate including: dimensions, material of structure, construction details, and proposed location.
- F.10 In keeping with the Cemetery By-Laws only one monument and set of cornerstones shall be erected within the designated space of any lot.
- F.11 Cremation lot markers will be installed by the marker supplier under the supervision of the Cemetery Operator or Designate and may be centered over no more than two (2) cremation lots.
- F.12 The minimum thickness for flat markers is 4" or 10.16 cm.
- F.13 The minimum thickness for an upright monument is 6" or 15.24 cm.
- F.14 All monuments and markers shall be constructed of granite or bronze and permitted only in specific designated areas.
- F.15 Minimum thickness of the dies shall be 6" (15.24 cm) and able to withstand the 200lbs of horizontal force applied anywhere on the monument without toppling.
- F.16 All monuments will include a 12" or 30.48 cm thick base with no less than 4" or 10.16cm of rocked finish from ground level. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 3" or 7.62cm on the surface of the base exposed on all sides. No part of the die shall exceed the width of the base at any point.
Foundations are required for upright markers.
- F.17 Inscriptions shall be in keeping with the dignity and decorum of the cemetery. All inscriptions not to the satisfaction of the Cemetery Operator or Designate shall be forthwith removed at the expense of the person who made, or cause to be made, the inscription.
- F.18 The maximum size of one monument allowed on a single lot, including a 12" or 30.48 cm thick base, is:

Height: 38" or 96.52cm overall height - maximum
Width: 24" or 60.96cm maximum
Thickness of die: 6" or 15.24 cm minimum
Base: 30" or 76.2 cm maximum x 12" or 30.48 cm minimum

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F.19 The maximum size of one monument allowed on a double plot, including a 12" or 30.48 cm thick base, is:

Height: 48" or 121.92 cm overall height - maximum
Width: 48" or 121.92 cm maximum
Thickness of die: 6" or 15.24 cm minimum
Base: 54" or 137.16 cm maximum x 12" or 30.48 cm - minimum

F.20 The maximum size of one monument allowed on a triple plot (or greater), including a 12" or 30.48 cm thick base, is:

Height: 58" or 147.32 cm overall height - maximum
Width: 72" or 182.88 cm maximum
Thickness of die: 6" or 15.24 cm minimum
Base: 80" or 203.2 cm maximum x 12" or 30.48 minimum

F.21 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder and or monument retailer have been notified by the Cemetery Operator or Designate.

F.22 Markers of granite or bronze are permitted with size and quantity restrictions according to Cemetery By-Laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum 1 marker - 24" x 18" (61 cm x 45.72 cm)
Double lot maximum 1 marker - 42" x 18" (106.68 cm x 45.72 cm)
Triple lot maximum 1 marker - 60" x 18" (152.4 cm x 45.72 cm)
Foot Marker maximum 1 per lot - 12" x 6" (30.5 cm x 15.24 cm)

F.23 Cremation Gardens lot

- Markers do not require a foundation
- On a single cremation lot, the marker shall be no greater than 20" X 16" (50.8 cm x 40.64 cm)
- On double cremation lots, the marker shall be no greater than 40" X 16" (101.6 cm X 40.64 cm) (See F.25 below)

F.24 Location of markers/monuments:

- One monument permitted to be centered on a single lot.
- One marker, centered, is permitted per single/double/triple lot
- One monument shall be centered between two lots and one monument shall centered between three or more lots.
- One foot marker, centered at the foot of the lot, is permitted per lot that has an existing monument or marker.

F.25 All markers larger than 20" x 16" (50.8 cm x 40.64 cm) shall be required to be set in concrete.

F.26 In any area within a cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by the Cemetery Operator or Designate.

SECTION G: COLUMBARIUM REGULATIONS

- G.1 No person other than cemetery staff shall remove or alter niche fronts.
- G.2 All niche fronts inscribing must be approved by the Cemetery Operator or Designate to ensure quality control, desired uniformity and standard of workmanship.
- G.3 No person shall add attachments or decorations on the columbarium.
- G.4 Each niche will not be overcrowded and above its specified range. It is the responsibility of the rights holder to ensure that the urns used are sized to fit inside the niche.

SECTION H: CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the Cemetery grounds. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads, sewer, and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- Flower beds not exceeding 12" (30.48 cm) in distance from the monument and no greater than the width of the base of the monument shall be permitted. Raised borders of any material are not permitted.
- Flowers or vases placed on a grave shall be removed by the cemetery staff after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.

SECTION I: ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator or Designate reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery.

Prohibited articles include non-heat resistant glass, ceramics, corrosive metals, loose stones, sharp objects, trellises, arches, or benches, which will be removed and disposed of without notification or compensation.

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No person shall be allowed to plant a tree or trees.

The Cemetery Operator or Designate reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator or Designate to be excessive or that diminishes the otherwise tidy appearance of the cemetery.

SECTION J: CONTRACTOR / MONUMENT DEALERS

Any contract work to be performed within the cemetery requires the written preapproval of the interment rights holder and the Cemetery Operator or Designate before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans, and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator or Designate office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance of not less than \$5,000,000.00 (Five million dollars)

All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator or Designate.

No work will be performed at the cemetery except during regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working and a funeral is in progress, until the conclusion of the service. The Cemetery Operator or Designate reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance or disrespectful to any funeral or public gathering within the cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

READ a first, second and third time this ____ day of, 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler



DEPARTMENTAL REPORT

Fire Department FR2021-01

To: Mayor Davidson and Council
Subject: Regional Training Centre
Meeting: Regular Council Meeting - 24 Feb 2021
Department: Fire Department
Staff Contact: Rick Richardson, Fire Chief

RECOMMENDATION:

That the Township Of Mapleton Council endorse the County of Wellington application for a Regional Training Centre.

BACKGROUND INFORMATION:

With the recently announced closure of the Ontario Fire College at Gravenhurst, the efforts are expanding to the Regional Training Centres that have been operating throughout the Province of Ontario. Wellington County have developed an internal training operation guided by the hiring of a County Training Coordinator in 2014. With this addition to our training service, we have been able to provide a Recruit training program with National Fire Protection Association(NFPA) certification. It has also enabled the County of Wellington to incorporate local NFPA Company Officer and Fire Instructor courses and testing using our adjunct instructors and testing proctors from the Ontario Fire marshal.

DISCUSSION:

As much as the closing of the Ontario Fire College is a significant reduction of training services to the Ontario fire departments, the regional Training method is an efficient way to locally produce certification to our members.

CONSULTATION:

Conversations have taken place with the Wellington County training Officer that oversees this current program. The application is being made to the Ontario Fire Marshal & Emergency Management for a Regional Training system.

FINANCIAL IMPACT:

Although we have been operating as a County training facility, it is unknown at this time whether the new Province model will provide funding for Regional Training operations.

SUMMARY:

The Wellington County training Academy has been working effectively and the approval for a regional status would only enhance this service.

STRATEGIC COMMUNICATION:

Municipal Infrastructure: n/a
The Local Economy: n/a

Recreation: n/a

Municipal Administration: n/a

Financial Responsibility: n/a

ATTACHMENTS:

[Regional Training Centre Agreement 2021](#)

[NEW RTC AGREEMENT 2021 FINAL GD edited](#)



February 12, 2021

Guy Degagné B.A. (Hons), M. Ed.
Assistant Deputy Fire Marshal
Ministry of the Solicitor General
Office of the Fire Marshal & Emergency Management
Training and Certification

Re: OFMEM Regional Training Centre Agreement – Wellington County

Dear Mr. Degagné:

This letter confirms that the Township of Mapleton and Mapleton Fire/Rescue Department agree with the application by the Corporation of Wellington County to become a Regional Training Centre as detailed in the “Emergency Services Training and Registration Agreement” as submitted.

Sincerely,

Rick Richardson - Fire Chief
Mapleton Fire/Rescue Department

**EMERGENCY SERVICES TRAINING AND REGISTRATION AGREEMENT in effect
as of [insert date]**

BETWEEN:

The Corporation of the ~~Town~~County of [insert name]Wellington (the “~~Town~~County”)

- and -

Her Majesty the Queen in Right of Ontario as represented by the Solicitor General
operating through the Ontario Fire College (the “OFC”)

WHEREAS:

- The OFC is mandated in the *Fire Protection and Prevention Act, 1997*, as part of the Office of the Fire Marshal, to develop and provide training programs to improve practices relating to fire protection services;
- The ~~Town~~County owns and operates a Facility suitable for training firefighters, including firefighters from other fire departments;
- Both Parties recognize that this Agreement promotes the Parties’ shared interest and mandate in providing training, for the benefit of the citizens of Ontario;
- The ~~Town~~County agrees to offer the Facility to the OFC at no charge to the OFC, based on the terms and conditions prescribed herein;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Part 1: Definitions and Interpretation

1.01 *Definitions* - In this Agreement, the following terms have the following meanings:

“**Agreement**” means the body of this Agreement, and any appendices attached hereto;

“**Course**” means a course offered by the OFC, as prescribed in the Course calendar in Appendix “A” herein;

“**Facility**” means the premises situated at [insert address of RTC], 250 Queen Street, Fergus, ON which is owned and operated by the ~~Town~~Township of Centre Wellington;

“**OFC Address**” and “**OFC Representative**” mean: 1495 Muskoka Road North, Gravenhurst, Ontario, P1P 1R8
Attn: Guy Degagne, Principal,
Tel: 705-644-2260; Email: Guy.Degagne@ontario.ca;

“Party” means the OFC or the ~~Town~~County and “Parties” means both of them; and,

“~~Town~~County Address” and “~~Town~~County Representative” mean: [insert name]

Attn: ~~:- [insert name of representative]~~Charles Hamilton

~~[insert title of representative]~~County Training Officer

~~[insert name of corporation]~~Wellington County

~~[insert telephone number of corporation]~~519 843 1950 x 397 Email: ~~[insert e-mail address of representative]~~

chamilton@centrewellington.ca

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1.02 *No indemnities created* - Notwithstanding anything else in this Agreement, any express or implied reference to the OFC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Government of Ontario, whether at the time of execution of the Agreement or at any time during the Term of the Agreement, is contrary to the Ontario *Financial Administration Act*, and shall be void and of no legal effect. Additionally, the ~~Town~~County will not have any indemnification obligations to either OFC, its employees, contractors or agents and any third party.

1.03 *Entire Agreement* - This Agreement, including Appendix “A”, embodies the entire agreement between the Parties with regard to the subject matter herein and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of the Agreement.

1.04 *Enforceability of Agreement* - If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 *Force Majeure* - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, shortage of water, power, labour disputes, strikes, lockouts, fire, flood, explosion and public health emergencies. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

1.06 *Notices* - Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery facsimile, or by email and shall be addressed to, respectively, the OFC Address

to the attention of the OFC Representative and to the ~~Town~~County Address to the attention of the ~~Town~~County Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) business day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.07 *Changes By Written Amendment Only* – Except for Appendix “A” herein, any changes to this Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

PART 2: Delivery of Courses

2.01 *Delivery of Courses* - The OFC agrees to offer one or more Courses at the Facility, in accordance with this Agreement. The Courses offered shall be from the list of courses contained in the OFC Annual Calendar, which is attached as Appendix “A”, and which may be amended by the OFC from time to time, without prior notice.

2.02 *Criteria for Establishing Delivery of Courses* - The OFC shall solely determine, in its sole discretion, upon consultation with the ~~Town~~County:

- (a) Which Courses the OFC will offer at the Facility;
- (b) Which instructor or instructors the OFC will use to offer the Course;
- (c) Who will be eligible to register for a Course, and without limiting the generality of the foregoing, whether non-firefighters and non-~~Town~~County employees shall be eligible to register for a Course;
- (d) In which locations in, or parts of the Facility a Course will be offered;
- (e) What equipment and materials will be used by the OFC during the Course; and,
- (f) At which times will a Course be offered.

2.03 *Inspection of Facility, etc.* - The OFC shall have the opportunity to inspect the Facility prior to the commencement of the Course to ensure the Facility is appropriate for its intended use. The ~~Town~~County shall notify the OFC forthwith of any changes to the Facility, which in the ~~Town~~County’s sole opinion, may affect the offering of a Course.

2.04 *Fee* - The OFC shall charge the ~~Town~~County a fee for each employee of a ~~Town~~County who is enrolled in a Course, at a cost of 65 dollars (CAD) per employee registered for a Course. This fee may be amended by the OFC from time to time, with reasonable notice to the ~~Town~~County.

2.05 *Registration* - The OFC shall require the TownCounty to register any employee of the TownCounty, who is enrolled in a Course, using the OFC's registration system.

2.06 *Cancellation of Course* - The OFC reserves the right to cancel a Course at any time, at its sole discretion, and without the OFC incurring any costs or being liable for any damages. The OFC shall make its best effort to provide the TownCounty with at least thirty (30) days' notice should a Course be cancelled.

2.07 *OFC Instructors* - The OFC will be responsible for the recruitment, screening (including criminal record and other background checks that the OFC may choose to conduct), selection and supervision of the OFC Instructors. The OFC shall ensure that the OFC Instructors are appropriately qualified, competent and skilled to instruct the Courses.

2.08 *Workplace Safety and Insurance* - The OFC is part of the Ministry of the Solicitor General. This precludes any employee of the OFC from being construed to be employees or agents of the TownCounty. The OFC hereby confirms that it is registered with the Workplace Safety and Insurance Board ("WSIB") as a Schedule 2 Employer. As a Schedule 2 Employer, the OFC is self-insured for all related WSIB claims and is directly and solely responsible for the costs of its claims. For greater clarity, the parties recognize that for the purposes of the Workplace Safety Insurance Act, 1997, the OFC shall be responsible for any WSIB related claim for OFC Adjunct Instructors or any of its other employees.

PART 3: Obligations and Authorities of TownCounty

3.01 *Obligations* - The TownCounty shall:

- (a) Make its Facility available for each Course that is offered, in compliance with the requirements of the OFC as authorized and established herein;
- (b) Ensure that the Facility is fit for the purpose of providing training as authorized herein, including by providing equipment and materials as directed by the OFC;
- (c) Ensure that it obtains the written consent of the TownCounty's employees, prior to disclosing the TownCounty's employees' personal information to the OFC for registration or any other authorized purposes; and,
- (d) Ensure that the individual designated as the TownCounty Representative is available for the purpose of complying with the TownCounty's obligations as set out herein.

3.02 *Fee* - The TownCounty may set fees for any firefighter to attend the Course, who is not an employee of the TownCounty, provided such fees are reflective of the costs incurred by the TownCounty in providing the Course.

PART 4: Term and Termination

4.01 *Term* - This Agreement shall commence on the date first written above and shall be for a three (3) year term. Unless terminated earlier in accordance with s. 4.02 of this Agreement, the Agreement will expire at the end of the three (3) year term.

4.02 *Termination* - This Agreement shall terminate upon one Party providing the other with thirty (30) days prior written notice.

PART 5: Confidentiality

5.01 *Confidentiality of Information* – The Parties, including the OFC Instructors shall treat all information they receive from the other Party (including all written, recorded, electronic or oral information) as confidential, unless otherwise directed by the other Party.

5.02 *Freedom of Information Requests* – Both Parties acknowledge that they are subject to freedom of information legislation which governs the records that they have custody or control over. In the event that either of the Parties receives a freedom of information request for this Agreement or for the records that belong to the other Party and that have been shared pursuant to the Agreement, they shall forthwith notify the other Party. Both Parties agree to make every reasonable effort to assist the other Party in complying with its respective obligation under the applicable freedom of information legislation.

PART 6: Insurance

6.01 *Insurance* - The OFC, as their sole cost and expense, will obtain and keep in full force and effect during the term of the agreement and any renewals thereof, the following forms of insurance with insurers licensed and approved to operate in the province of Ontario:

- Commercial General Liability insurance including premises and all operations in an amount of not less than five million dollars (\$5,000,000) for claims arising out of one occurrence, for third party bodily injury and property damage, products and completed operations, contractual liability, owners and contractors protective coverage, non-owned automobile and contain a cross liability and severability of interests clause adding the ~~Town~~County as additional protected person.
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property

The OFC's certificate of insurance form shall be completed by OFC's insurance broker or insurer and a copy of same, evidencing that the insurance requirements described above is in full force and effect shall be provided to the ~~Town~~County within seven days of executing this Agreement.

It is further agreed that the OFC shall endeavour to not change, amend or cancel the policies specified herein unless the OFC has provided thirty (30) days prior written notice to the ~~Town~~County and such change or amendment has been approved by the ~~Town~~County.

PART 7: General

7.01 *Parties Power to Contract* - The Parties represent and warrant that they have the full right and power to enter into this Agreement and there is no agreement with any other person or any law that would in any way interfere with the rights of the Parties under this Agreement.

7.02 *Representatives May Bind the Parties* - The Parties represent that their respective representatives have the authority to legally bind them.

7.03 *Parties Not a Partner or Employee of Each Other* - The Parties shall have no power or authority to bind one another or to assume or create any obligation or responsibility, express or implied, unless expressly set out in this Agreement. Neither Party shall hold itself out as an agent, partner or employee of the other Party. Nothing in this Agreement shall have the effect of creating an employment, or partnership relationship between the Parties (or any of the Parties directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

7.04 *No Subcontracting or Assignment* – Neither party shall subcontract or assign the whole or any part of this Agreement.

7.05 *Responsibility for employees, etc* - Both Parties agree that they are responsible for ensuring that their representatives, employees and agents are aware of the obligations of the Parties under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement effective as of the date first above written:

The Ontario Fire College

Signature:
Name: Guy Degagné

Title: Assistant Deputy Fire Marshal
Date of Signature:
I have authority to bind the OFC.

The Corporation of the ~~Town~~County of _

~~insert~~Wellington

Signature:
Name:
Title:
Date of Signature:
I have authority to bind the ~~Town~~County.



DEPARTMENTAL REPORT

Public Works Department PW2021-01

To: Mayor Davidson and Council
Subject: High Street and Smith Drive No Parking Bylaw amendment
Meeting: Regular Council Meeting - 24 Feb 2021
Department: Public Works Department
Staff Contact: Sam Mattina, Director of Public Works

RECOMMENDATION:

THAT Township of Mapleton Council receive Public Works Report PW2021-01 dated February 24, 2021 regarding the amendment of the Mapleton No Parking Bylaw 5000-05.

AND FURTHER THAT Council approve the amendment of Parking Bylaw 5000-05, Schedule "E" to reflect the proposed changes to High Street and Smith Drive on street parking, as contained in this report.

BACKGROUND INFORMATION:

It is from time to time necessary to implement or augment parking restrictions on residential roads. The need often comes to light as a result of increased traffic activities creating undue congestion affecting accessibility by emergency services or safety concerns to pedestrians.

PREVIOUS PERTINENT REPORTS:

PW2019-22 dated July 9, 2019

DISCUSSION:

Road sections in Ontario are designed and constructed, for the most part, in conformance with the Ontario Provincial Standard Specifications issued by the Province of Ontario. These engineering specifications provide design guidelines for the construction of all aspects of municipal transportation infrastructure, including roadways, in residential subdivisions. Many of these residential design standards, recommend clear road width construction of generally 8.5 meters.

In many cases, when there are no parking restrictions in place, and when, on road parking is allowed on both sides of the road, the remaining clear space does not permit safe sight distances for pedestrians traversing the road or adequate space for emergency vehicles and/or normal through traffic maneuverability.

Public Works has recently received a concern from residents of High Street about the safety of pedestrians, especially children, and the safe flow of traffic through the residential block of High Street between Edward Street and Union Street. This section of High Street contains approximately six single family homes and an elementary school. The safety concern has presented itself as a result of congestion related to school activities and the presence of on street parking on both sides of the roadway. Pedestrians have been observed crossing the roadway between the parked cars,

exposing themselves to potential risk of injury by passing vehicles which do not have sufficient alternate maneuvering clearance should it be required.

In the preparation of this report, Public Works consulted with Mapleton Fire Department to obtain insight on any emergency vehicle access issues that may exist in the area.

The stretch of roadway known as Smith Drive, which extends from High Street at Union Street, to Main Street was identified by Mapleton's Fire Chief as problematic for emergency vehicle passage as a result of permissible parking on both sides of the road.

As a result, this stretch of Smith Drive, is also being identified for no parking restrictions in this report.

Typically, a fire truck measures conservatively at 3.5 meters in width, and a typical passenger car measures 2.5 metres in width, (measured across with side view mirrors extended). With a typical available road width of 8.5 metres, if cars were allowed to park on both sides of the road, then zero clearance would remain for a Fire Truck to safely and efficiently navigate between the parked cars to reach it's destination. If parking is restricted to one side only, sufficient room would remain for emergency vehicle passage. This would also aid to improve sight lines in general and result in pedestrian safety overall.

As a rule of thumb, no parking provisions are generally implemented, when possible, on the side of an identified roadway which does not contain a sidewalk. In this instance the areas in consideration for this bylaw amendment are as follows;

High Street; NORTH SIDE

- **FROM; East of Edward Street**
- **TO; Union Street**

Smith Drive; NORTH AND EAST SIDE

- **FROM; Union Street Easterly,**
- **TO; Main Street**

The roads and limits identified for consideration as outlined above are shown in Attachment #1. For clarity, in these identified areas, parking will only be allowed on the side of the road that has an existing sidewalk.

The Draft Bylaw is attached to this report as Attachment #2.

CONSULTATION:

Township of Mapleton Fire Department.

Township of Mapleton Bylaw Enforcement

FINANCIAL IMPACT:

None

SUMMARY:

The addition of these parking restrictions will ensure the safe and efficient delivery of emergency services to this residential area while simultaneously improving sightlines in general and pedestrian safety overall.

STRATEGIC COMMUNICATION:

Municipal Infrastructure: Maintaining and upgrading municipal infrastructure to serve local residents and businesses and to encourage growth

Municipal Strategic Plan Objective; 1.3 Maintain the quality of our Transportation Network

The Local Economy: n/a

Recreation: n/a

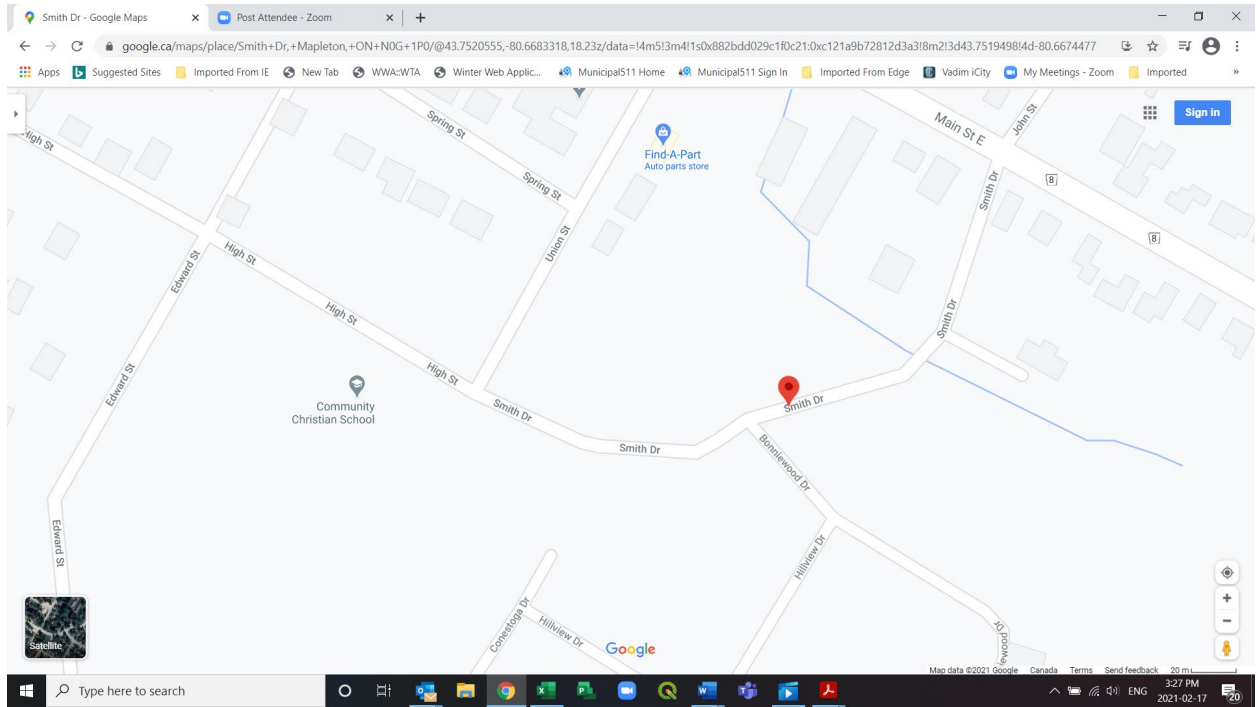
Municipal Administration: n/a

Financial Responsibility: n/a

ATTACHMENTS:

[Attach #1 Site overview](#)

[Attach #2 2021-Draft Parking By-law amendment](#)



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2021-Draft

Being a by-law to amend By-law 5000-05, being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Mapleton and to amend By-law Number 2017-021 and By-law Number 2019-076, Schedule E

WHEREAS the *Municipal Act*, 2001 S.O. c. 25 as amended (hereinafter called “the Act”) provides that every Council may pass such by-laws;

AND WHEREAS the Township of Mapleton has adopted parking by-law 5000-05, and further amended by By-law Number By-law Number 2017-021 on the 21st day of February, 2017 and by By-law Number By-law 2019-076 on the 9th day of July;

AND WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend By-Law Number 5000-05 as follows:

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

1. That Schedule “E” – No Parking Zones attached to By-law 5000-05, and amended by By-law Number 2017-021 and by By-law Number 2019-076, be replaced with Schedule “E” – No Parking Zones attached hereto.
2. And further that Schedule “E” of the Amending By-law 2017-021, be repealed.
3. And further that By-law 2019-076, be repealed.

READ a first, second and third time and finally passed this ____th day of _____, 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler

Parking By-law 5000-05
Schedule “E”
No Parking Zones

1.	Edward Street	East Side between Main St. E. and Spring St.
2.	Edward Street	West Side from Spring St., past High St. and continuing to Wellington St. S.
3.	Spring Street	South Side between Wellington St. S. and Edward St.
4.	Pine Street	South Side between Edward St. and Maple St.
5.	Peel Maryborough Drayton Arena	South Side of building at the front entrance of building (as posted)
6.	Peel Maryborough Drayton Arena	North Side of building at the rear entrance of building (as posted)
7.	Maryborough Community Centre	North side of building at the side entrance
8.	Andrews Drive	South Side between Wellington St. S. and Maple St./Dales Dr. corner
9.	Andrews Drive	North Side going east between Maple St./Dales Dr. corner and Maple St. on the east
10.	Dales Drive	South Side between Andrews Dr. and Andrews Dr./Maple St. corner
11.	Maple Street	West Side traveling north on Maple St., turning east on Maple St. to Maple St./Green St. corner <u>Maple Street; EAST SIDE</u> <ul style="list-style-type: none"> • <u>FROM</u> South of Andrews Drive, (front house #166 Maple), Northerly. • <u>TO</u> Green Street, (front house #144 Maple Street). <u>Maple Street; NORTH SIDE</u> <ul style="list-style-type: none"> • <u>FROM</u> Green Street, (Front house #68 Maple), Easterly, • <u>TO</u> East end of Maple Street, (Front house #72 Maple)
12.	Parkside Street	West Side between Andrews Dr. and Maple St.
13.	Bonniewood Drive	North Side from Smith Dr. continuing east/south to dead-end
14.	Hillview Drive	North Side between Conestoga Dr. & Bonniewood Dr.
15.	River Run Road	West Side between Mill St. and Andrews Dr. W.
16.	Andrews Drive West	South Side between Wellington St. S and River Run Rd.
17.	Bedell Drive	West Side between Main St. W. to dead-end
18.	Ridgeview Drive	North Side from Bedell St. continuing east
19.	Pioneer Drive	West Side from Main St. W to Ridgeview Dr.
20.	Green Street	East and North Sides from Maple Street to Maple Street
21.	Sailing Club Road	150 metres north of 6568 Sailing Club Road on the east side
22.	Sailing Club Road	150 metres north of 6568 Sailing Club Road on the west side
23.	<u>High Street; NORTH SIDE</u>	<ul style="list-style-type: none"> • <u>FROM; East of Edward Street</u> • <u>TO; Union Street</u>
24.	<u>Smith Drive; NORTH AND EAST SIDE</u>	<ul style="list-style-type: none"> • <u>FROM; Union Street Easterly,</u> • <u>TO; Main Street</u>

By-law 5000-05 – Schedule “E”
Amended by Township of Mapleton
By-law Number 2019-076
Passed July 9, 2019

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BY-LAW NUMBER 2021-016

BEING A BY-LAW TO AMEND BY-LAW 2010-080, BEING A
ZONING BY-LAW FOR THE TOWNSHIP OF MAPLETON

Part Lot 16 S, Concession 13 E
ZBA 2021-01

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended pursuant to Section 34 of The Planning Act, R.S.O. 1990, as amended:

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

1. THAT By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule 'A-1', as it applies to Part Lot 16 S, Concession 13 E, as illustrated on Schedule "A" attached to and forming part of this By-law from:
 - **Agricultural (A) to Agricultural Exception (A-31.7)**
 - **Agricultural (A) to Agricultural Exception (A-31.173)**
2. THAT Section 33, Exception Zone, is amended by the inclusion of the following new exceptions:

31-173 Part of Lot 16 S, Con 13 E 7370 Wellington Rd 7 (Wiersma)	Notwithstanding Section 6.1.4b or any other section of this by-law, the existing accessory structures (shop and garage) on the day of passing of this by-law may have the following maximum ground floor area: a) Shop - 193 m ² (2,077 ft ²) b) Garage - 107 m ² (1,152 ft ²) Subject to the following conditions: a) Enlargement of any accessory structure is not permitted. b) Additional accessory structures are not permitted including a hobby barn.
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3. THAT this By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended.

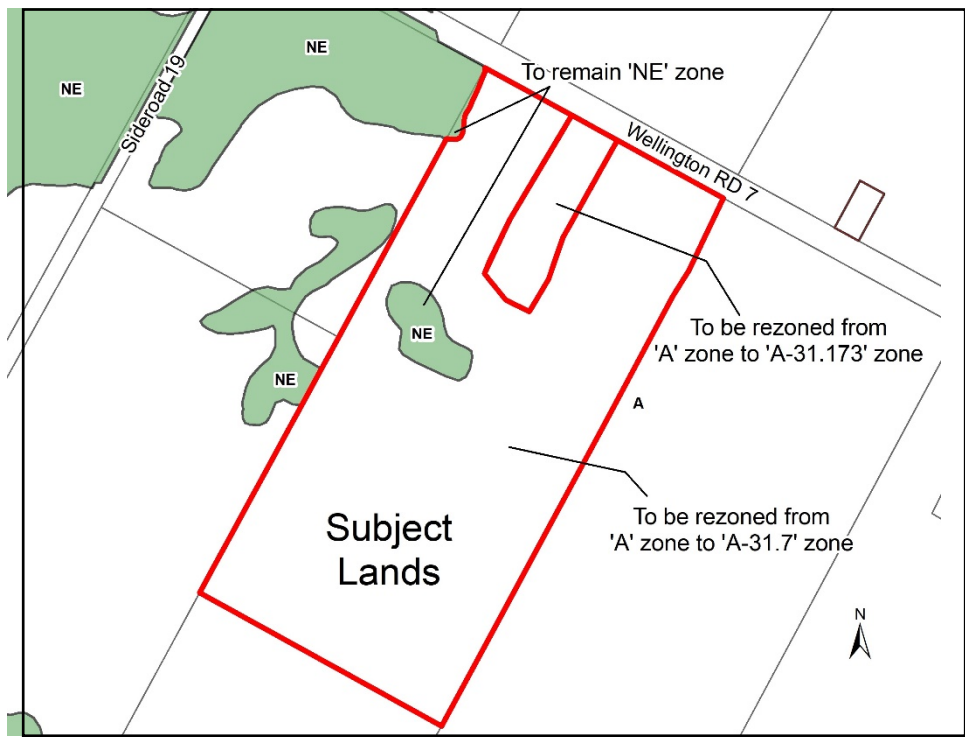
READ a first, second and third time and passed this 24th day of February 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler

THE TOWNSHIP OF MAPLETON
BY-LAW NUMBER 2021-016

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exception (A-31.173) and Agricultural Exception (A-31.7)

EXPLANATORY NOTE

BY-LAW NUMBER 2021-016

THE SUBJECT LAND is located on Part Lot 16 S, Concession 13 E, with a civic address of 7370 Wellington Rd 7. The proposed severed parcel is 1.36 ha (3.36 ac) and the agricultural parcel is 19 ha (46.9 ac ac) in size and currently zoned Agricultural (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the amendment is to rezone the retained lands from Agricultural (A) to Agricultural Site Specific (A-31.7) to prohibit future residential development. This rezoning is to satisfy conditions of consent application B36/20, which has been granted provisional consent by the Wellington County Land Division Committee. Additionally, the applicants are seeking to rezone the severed lands Agricultural (A) to Agricultural Site Specific (A-31.173) to permit the total maximum floor area of all existing accessory structures on the severed lands to 300 m² (3,229 ft²).

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2021-017

**BEING A BY-LAW TO AMEND BY-LAW
2020-042, BEING A BY-LAW TO PROVIDE
FOR RULES AND REGULATIONS FOR THE
CARE AND CONTROL OF CEMETERIES
OWNED BY THE TOWNSHIP OF MAPLETON**

WHEREAS Section 10 of the Municipal Act, 2001 provides that municipalities may provide any service that the municipality considers necessary or desirable for the public; and

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (the "Act"), which comes into effect July 1st, 2012, regulates the operation of cemeteries in Ontario; and

WHEREAS a new by-law respecting the regulation and management of Township cemeteries is required to comply with the amendments to the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33 (the "Act") which came into effect in July 2012; and

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to enact a By-Law to regulate the operation, care, and control of cemeteries, described as Drayton Cemetery (previously named St. Martin's Cemetery and Victoria Cemetery) located at 187 Wellington Street North, Drayton and Hollen Cemetery located at 8051 Hollen Road in the Township of Mapleton: and

WHEREAS Public Notice of Council's intention to pass this By-Law was provided in accordance with the Act; and

NOW THEREFORE the Council of the Corporation of the Township of Mapleton hereby enacts as follows:

Index to Contents

Section A:	Definitions
Section B:	General Information
Section C:	Sale of Interment Rights (including transfer)
Section D:	Cancellation or Resale of Interment Rights
Section E:	Interment of Remains and Cremains
Section F:	Memorialization - Monuments and Markers
Section G:	Columbarium Regulations
Section H:	Care and Planting
Section I:	Items that are Prohibited and Permitted
Section J:	Contractor/Monument Dealers

Preface

1. THAT this By-law may be cited and known as "The Cemetery By-law".
2. THAT The Corporation of the Township of Mapleton reserves full and complete control and management of all assets of the Corporation including but not limited to the generality of the foregoing, all lands, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer the by-law.
3. THAT the Director of Public Works shall have custody of the Cemetery under the direction of the Corporation. The Director has the authority to make final and binding decisions based on the by-law.
4. THAT the Cemeteries shall be managed and governed by the Rules and Regulations set out in this by-law.
5. THAT any current by-laws and any other by-laws or resolutions or parts of by-laws or resolutions relating to the rules and regulations for the operation, care and control of municipality owned cemeteries inconsistent with this by-law are hereby repealed.
6. THAT this By-Law shall come into force and take effect on the date of approval of the Registrar appointed under the Act.

SECTION A: DEFINITIONS

Act: Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, c.33, (FBCSA) including any provincial Regulations made pursuant to said Act, and specifically Ontario Reg 30/11.

Burial: The opening of a lot and then the placing of dead human remains, or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, or a niche in a columbarium.

Cemetery By-Law: This By-Law and any amendments hereto under which a Cemetery operates or as approved by the Council of the Corporation of the Township of Mapleton.

Care and Maintenance Fund: It is a requirement under the Act that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers, and monuments at the Cemetery.

Cemetery: Land, owned and operated by the Corporation of the Township of Mapleton, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a Columbarium intended for the interment of human remains.

Cemetery Operator: The Corporation of the Township of Mapleton which reserves full control over the cemetery management and operation of the land within the cemetery grounds.

Cemetery Services:

Offered as listed:

- (i) interment rights
- (ii) opening or closing of a grave
- (iii) interring or disinterring human remains
- (iv) providing temporary storage in a receiving vault
- (v) installation of a foundation for a marker
- (vi) inspection of markers, and any editing
- (vii) setting of corner posts and footstones
- (viii) transfer fee

Contract: For purposes of the Cemetery By-Law, all purchasers of interment rights must sign a contract with the Cemetery Operator or Designate, detailing obligations of both parties and acceptance of the Cemetery By-Law.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Corporation: The Corporation of the Township of Mapleton.

Council: Means the Council of The Corporation of the Township of Mapleton.

Director of Public Works: The Corporation of the Township of Mapleton Director of Public Works or Designate.

Fees & Charges: The list of Cemetery Fees & Charges approved by Council.

Grave: (Also known as Lot); any in ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The rights to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt and to direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery Operator or Designate to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person or persons designated to hold the right to inter human remains in a specified lot, and "Rights Holder" shall have the same meaning.

Lot: For the purposes of these rules and regulations a lot is a single grave space.

Lot - Cremation Gardens: An area of land in the cemetery set aside in the Cremation Gardens to contain human cremains including space for a marker.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Pre-need supplies or services: Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

Township: The Corporation of the Township of Mapleton.

Transfer of Interment Rights: An inter vivos (during lifetime) or postmortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as herein forth set out.

Transfer Form: Means the form to be completed for any transfer or resale of interment rights.

SECTION B: GENERAL INFORMATION

Hours of Operation:

Visitation Hours: Dawn to dusk

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

Burial Hours: Monday to Saturday 10:00 a.m. - 5:00 p.m.

*Interments on Sunday and Civic/Statutory Holidays will only take place due to extenuating circumstances and with the expressed consent of the Public Works Director or Designate.

Winter interments and disinterment's are permitted; however, they will be at the approval of the Director of Public Works or Designate.

Fee for service is in accordance with the Fees and Charges By-law, as amended from time to time.

General Conduct:

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds including the following:

- All sales of lots and cemetery services for the maintenance of cemetery records and shall administer the Cemetery budget as approved by Council.
- Ensure that all accounts are rendered and notices in connection with cemetery business are carried out and shall transact all routine business in accordance with this by-law.
- Shall maintain up-to-date records of the plans or surveys of the cemeteries; the names of all interment rights holders and their addresses, copies of all contracts for the purchase of cemetery supplies and/or services.

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- Copies of all transfers of interment rights. The date of and location of all interments within the cemeteries, and whether such interments are of cremated remains.
- A copy of the contract of the interment rights holder for each interment.
- Applications for each contract with respect to the placement of markers.

No person shall or cause to damage, destroy, remove, or deface any property within the cemetery.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

By-Law Amendments:

The cemetery shall be governed by the Cemetery By-Law, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All By-Law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located:
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers of their installation.

A copy of proposed amendments will be provided to the local Funeral Home Directors located within the Township of Mapleton service area for review and comment prior to submission for approval by Council.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

Liability:

The Cemetery Operator or Designate will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

Notice of Transfer of Interment Rights:

The Cemetery Operator prohibits the resale of interment rights to a third party and will repurchase these rights at the original purchase price - less the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

In the case of a request received by the Cemetery Operator or Designate for transmission of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator or Designate reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.

Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

Where the Interment Rights Holder dies without a will, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Cemetery Operator, who may request reasonable proof that such transfer does not constitute a resale before effecting same.

All transfer of interment rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and in compliance with all other provisions of the Cemetery By-Laws.

Public Register:

Provincial legislation - Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, replot, change, or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

SECTION C: SALE OF INTERMENT RIGHTS

Interment Rights to a lot, plot or niche may be purchased from the cemetery at the rate as set out in the Township of Mapleton Fees & Charges By-Law and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

The purchase of services will be made directly through the Cemetery Operator or Designate by way of completing the contract form.

A Representative may, on behalf of the Interment Rights Holder(s), make full payment for cemetery services at the time of need and may accept full payment for the services.

A monument company may submit and or accept and submit payment payable to the Cemetery Operator or Designate for monument/marker care and maintenance.

All payments for Interment Rights shall be made to the Cemetery Operator or Designate.

The Cemetery Operator or Designate shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Cemetery By-Law & Rules & Regulations
- d) Price list
- e) Consumer Information Guide to Funeral, Burials and Cremation Services

If interment rights are sold and are not exercised within 80 years of the date of sale, the Cemetery Operator or Designate may, after the 80 years has elapsed, apply to the registrar for a declaration that the rights are abandoned.

SECTION D: CANCELLATION, RESALE OR TRANSFER OF INTERMENT RIGHTS

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the Cemetery By-Law. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full.

In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30-Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will determine if it will repurchase the interment rights and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice, if applicable. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. Any services provided, such as the purchase of corner posts, will not be refunded.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled

to cancel the contract or re-sell the interment rights, and no refund will be permitted.

Resale of Interment Rights after 30 Day Cooling-Off Period:

ALL RESALES OF INTERMENT RIGHTS TO A THIRD PARTY ARE PROHIBITED; AND FURTHER MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR OR DESIGNATE

- If a rights holder(s) wishes to re-sell the interment the rights holder(s) must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the interment rights at the price listed on the Cemetery Operator original price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the Cemetery Operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title, and interest back to the Cemetery Operator. The appropriate paperwork with applicable fee must be submitted before the Cemetery Operator or Designate reimburses the rights holder(s).

SECTION E: INTERMENT OF REMAINS AND CREMAINS

- Interment rights holder must provide written authorization prior to an interment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Cemetery Operator or Designate must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e., Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator or Designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Operator or Designate Office prior to the burial of cremated remains taking place.
- In accordance with the Act the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator or Designate for the completion of the contract and the public register prior to each burial or entombment of human remains or cremated human remains.
- Payment must be made to the Cemetery Operator or Designate before a burial can take place.
- The Cemetery Operator or Designate shall be given a minimum 24 hours of notice for each burial of human remains.

Township of Mapleton
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- The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator or Designate and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the Cemetery Operator or Designate office before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
- In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- A single grave may contain the following:
 - a) One (1) non-cremated interment; vaulted or unvaulted or
 - b) One (1) non-cremated interment plus three (4) cremains placed on top where there is sufficient ground cover to do so: or
 - c) A maximum of Six (6) cremains.
- Double depth burials are not permitted as of the date of passing of this by-law, however, double depth burials in Drayton Cemetery are permitted where graves were purchased between January 1, 2003 and June 22, 2010 when
 - a) the first interment was placed in a concrete vault or grave liner at double depth; and
 - b) certificate of interment rights indicates that the purchase was to accommodate a double depth burial.

SECTION F: MEMORIALIZATION – MONUMENTS AND MARKERS

- F.1 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- F.2 No monument or marker of any description shall be placed, moved, altered, or removed without the permission from the Cemetery Operator or Designate.
- F.3 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator or Designate.
- F.4 The Cemetery Operator or Designate will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss, or damage to, any monument, marker, or other structure, or part thereof.
- F.5 The Cemetery Operator or Designate reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.

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- F.6 All foundations for new monuments shall be built by, or contracted to be built for, the Cemetery Operator or Designate at the expense of the interment rights holder.
- F.7 Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator or Designate shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk (at the cost to the cemetery).
- F.8 The Cemetery Operator or Designate reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery by the Cemetery Operator or Designate.
- F.9 A monument or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator or Designate including dimensions, material of structure, construction details, and proposed location.
- F.10 In keeping with the Cemetery By-Laws only one monument and set of cornerstones shall be erected within the designated space of any lot.
- F.11 Cremation lot markers will be installed by the marker supplier under the supervision of the Cemetery Operator or Designate and may be centered over no more than two (2) cremation lots.
- F.12 The minimum thickness for flat markers is 4" or 10.16 cm.
- F.13 The minimum thickness for an upright monument is 6" or 15.24 cm.
- F.14 All monuments and markers shall be constructed of granite or bronze and permitted only in specific designated areas.
- F.15 Minimum thickness of the dies shall be 6" (15.24 cm) and able to withstand the 200lbs of horizontal force applied anywhere on the monument without toppling.
- F.16 All monuments will include a 12" or 30.48 cm thick base with no less than 4" or 10.16cm of rock finish from ground level. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 3" or 7.62cm on the surface of the base exposed on all sides. No part of the die shall exceed the width of the base at any point.
Foundations are required for upright markers.
- F.17 Inscriptions shall be in keeping with the dignity and decorum of the cemetery. All inscriptions not to the satisfaction of the Cemetery Operator or Designate shall be forthwith removed at the expense of the person who made, or cause to be made, the inscription.
- F.18 The maximum size of one monument allowed on a single lot, including a 12" or 30.48 cm thick base, is:

Height: 38" or 96.52cm overall height - maximum
Width: 24" or 60.96cm maximum

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Thickness of die: 6" or 15.24 cm minimum
Base: 30" or 76.2 cm maximum x 12" or 30.48 cm minimum

F.19 The maximum size of one monument allowed on a double plot, including a 12" or 30.48 cm thick base, is:

Height: 48" or 121.92 cm overall height - maximum
Width: 48" or 121.92 cm maximum
Thickness of die: 6" or 15.24 cm minimum
Base: 54" or 137.16 cm maximum x 12" or 30.48 cm - minimum

F.20 The maximum size of one monument allowed on a triple plot (or greater), including a 12" or 30.48 cm thick base, is:

Height: 58" or 147.32 cm overall height - maximum
Width: 72" or 182.88 cm maximum
Thickness of die: 6" or 15.24 cm minimum
Base: 80" or 203.2 cm maximum x 12" or 30.48 minimum

F.21 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder and or monument retailer have been notified by the Cemetery Operator or Designate.

F.22 Markers of granite or bronze are permitted with size and quantity restrictions according to Cemetery By-Laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum 1 marker - 24" x 18" (61 cm x 45.72 cm)
Double lot maximum 1 marker - 42" x 18" (106.68 cm x 45.72 cm)
Triple lot maximum 1 marker - 60" x 18" (152.4 cm x 45.72 cm)
Foot Marker maximum 1 per lot - 12" x 6" (30.5 cm x 15.24 cm)

F.23 Cremation Gardens lot

- Markers do not require a foundation
- On a single cremation lot, the marker shall be no greater than 20" X 16" (50.8 cm x 40.64 cm)
- On double cremation lots, the marker shall be no greater than 40" X 16" (101.6 cm X 40.64 cm) (See F.25 below)

F.24 Location of markers/monuments:

- One monument permitted to be centered on a single lot.
- One marker, centered, is permitted per single/double/triple lot.
- One monument shall be centered between two lots and one monument shall centered between three or more lots.
- One foot marker, centered at the foot of the lot, is permitted per lot that has an existing monument or marker.

F.25 All markers larger than 20" x 16" (50.8 cm x 40.64 cm) shall be required to be set in concrete.

F.26 In any area within a cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by the Cemetery Operator or Designate.

SECTION G: COLUMBARIUM REGULATIONS

- G.1 No person other than cemetery staff shall remove or alter niche fronts.
- G.2 All niche fronts inscribing must be approved by the Cemetery Operator or Designate to ensure quality control, desired uniformity and standard of workmanship.
- G.3 No person shall add attachments or decorations on the columbarium.
- G.4 Each niche will not be overcrowded and above its specified range. It is the responsibility of the rights holder to ensure that the urns used are sized to fit inside the niche.

SECTION H: CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the Cemetery grounds. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads, sewer, and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- Flower beds not exceeding 12" (30.48 cm) in distance from the monument and no greater than the width of the base of the monument shall be permitted. Raised borders of any material are not permitted.
- Flowers or vases placed on a grave shall be removed by the cemetery staff after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.

SECTION I: ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator or Designate reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery.

Prohibited articles include non-heat resistant glass, ceramics, corrosive metals, loose stones, sharp objects, trellises, arches, or benches, which will be removed and disposed of without notification or compensation.

No person shall be allowed to plant a tree or trees.

The Cemetery Operator or Designate reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator or Designate to be excessive or that diminishes the otherwise tidy appearance of the cemetery.

SECTION J: CONTRACTOR / MONUMENT DEALERS

Any contract work to be performed within the cemetery requires the written preapproval of the interment rights holder and the Cemetery Operator or Designate before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans, and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator or Designate office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance of not less than \$5,000,000.00 (Five million dollars)

All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator or Designate.

No work will be performed at the cemetery except during regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working and a funeral is in progress, until the conclusion of the service. The Cemetery Operator or Designate reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance or disrespectful to any funeral or public gathering within the cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

READ a first, second, and third time this 24th day of February 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2021-018

Being a by-law to amend By-law 5000-05, being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Mapleton, and to repeal Schedule "E" of Amending By-law 2017-021 and entirely repeal By-law 2019-076

WHEREAS the *Municipal Act*, 2001 S.O. c. 25 as amended (hereinafter called "the Act") provides that every Council may pass such by-laws:

AND WHEREAS the Township of Mapleton has adopted parking by-law 5000-05, and further amended by By-law Number 2017-021 on the 21st day of February, 2017 and by By-law Number 2019-076 on the 9th day of July 2019:

AND WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend By-Law Number 5000-05 as follows:

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

1. That Schedule "E" - No Parking Zones attached to By-law 5000-05 and amended by By-law 2017-021 and by By-law 2019-076 be replaced with Schedule "E" - 'No Parking Zones' attached hereto.
2. And further that Schedule "E" of Amending By-law 2017-021 be repealed.
3. And further that Amending By-law 2019-076 be repealed.

READ a first, second and third time and finally passed this 24th day of February 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler

Parking By-law 5000-05
Schedule “E”
No Parking Zones

1.	Edward Street	East Side between Main St. E. and Spring St.
2.	Edward Street	West Side from Spring St., past High St. and continuing to Wellington St. S.
3.	Spring Street	South Side between Wellington St. S. and Edward St.
4.	Pine Street	South Side between Edward St. and Maple St.
5.	Peel Maryborough Drayton Arena	South Side of building at the front entrance of building (as posted)
6.	Peel Maryborough Drayton Arena	North Side of building at the rear entrance of building (as posted)
7.	Maryborough Community Centre	North side of building at the side entrance
8.	Andrews Drive	South Side between Wellington St. S. and Maple St. / Dales Dr. corner
9.	Andrews Drive	North Side going east between Maple St. / Dales Dr. corner and Maple St. on the east
10.	Dales Drive	South Side between Andrews Dr. and Andrews Dr. / Maple St. corner
11.	Maple Street	<p>West Side traveling north on Maple St., turning east on Maple St. to Maple St./Green St. corner</p> <p><u>Maple Street; East Side</u></p> <ul style="list-style-type: none"> • <u>From:</u> South of Andrews Drive, (front house #166 Maple), Northerly. • <u>To:</u> Green Street, (front house #144 Maple Street). <p><u>Maple Street; North Side</u></p> <ul style="list-style-type: none"> • <u>From:</u> Green Street, (Front house #68 Maple), Easterly, • <u>To:</u> East end of Maple Street, (Front house #72 Maple)
12.	Parkside Street	West Side between Andrews Dr. and Maple St.
13.	Bonniewood Drive	North Side from Smith Dr. continuing east/south to dead-end
14.	Hillview Drive	North Side between Conestoga Dr. & Bonniewood Dr.
15.	River Run Road	West Side between Mill St. and Andrews Dr. W.
16.	Andrews Drive West	South Side between Wellington St. S and River Run Rd.
17.	Bedell Drive	West Side between Main St. W. to dead-end
18.	Ridgeview Drive	North Side from Bedell St. continuing east
19.	Pioneer Drive	West Side from Main St. W to Ridgeview Dr.
20.	Green Street	East and North Sides from Maple Street to Maple Street
21.	Sailing Club Road	150 metres north of 6568 Sailing Club Road on the east side
22.	Sailing Club Road	150 metres north of 6568 Sailing Club Road on the west side
23.	High Street: North Side	<ul style="list-style-type: none"> • From: East of Edward Street • To: Union Street
24.	Smith Drive: North and East Side	<ul style="list-style-type: none"> • From: Union Street Easterly • To: Main Street

By-law 5000-05 – Schedule “E”
Amended by Township of Mapleton
By-law Number 2021-018
Adopted February 24, 2021

2020 MUNICIPAL PARTNERSHIPS REPORT

In 2020, the pandemic made our **collaborative relationships** with municipalities more important than ever.

Read our 2020 Municipal Partnerships Report to learn about how we:

- Responded to the postponement of the Assessment Update by shifting priorities to meet the needs of municipalities
- Found new ways to access information we needed to capture \$37.3 billion in new assessment across Ontario
- Stayed connected with the municipal sector virtually
- Are transforming the ways we share data with municipalities

[Click here](#) to read the report or visit mpac.ca/partnership



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



234-2021-813

February 17, 2021

Dear Head of Council,

RE: Consulting on growing the size of the Greenbelt

I am writing today to announce that my ministry is launching a consultation on **growing the size of the Greenbelt**.

The government has been clear that we are protecting the Greenbelt for future generations. We are committed to growing the Greenbelt and will not consider any proposals to remove any lands or changes to the existing Greenbelt Plan policies.

The Ministry of Municipal Affairs and Housing is seeking feedback on ways to grow the size and further enhance the quality of the Greenbelt, with a priority of:

- i. A study area of lands focused on the Paris Galt Moraine, which is home to critical groundwater resources.
- ii. Ideas for adding, expanding and further protecting Urban River Valleys.

The maps available for this consultation are for discussion purposes only and do not represent a proposed boundary.

For more information on this consultation, please visit <https://ero.ontario.ca/notice/019-3136> where you will find information about growing the Greenbelt:

- Proposed principles for growing the Greenbelt
- Discussion questions for consideration
- Context map of the Paris Galt Moraine area

The consultation is open for 61 days and ends on April 19th, 2021.

I look forward to receiving your input on this proposal. If you have any questions about the consultation, please contact the ministry at greenbeltconsultation@ontario.ca.

Sincerely,

Steve Clark
Minister

c: Planning Head and/or Clerks

**Ministry of Municipal
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7100

**Ministère des Affaires
Municipales et du Logement**

Bureau du ministre

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February 12, 2021

MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks

**SUBJECT: Termination of Declared Emergency and Amendments
to Orders under the *Emergency Management and Civil
Protection Act* and *Reopening Ontario Act***

Today I am writing to you about changes to the government's approach to address COVID-19 in our communities. While we are seeing some progress in reducing the number of cases of COVID-19 in our communities, the situation remains serious and the new variants continue to pose concern.

As you are aware, the provincial emergency that was declared on January 12, 2021, under the *Emergency Management and Civil Protection Act* (EMCPA), expired on February 9, 2021. As announced, the Ontario government is committed to safely and gradually returning to the COVID-19 response framework that is administered regionally based on public health units (PHUs). Regions will gradually transition back between February 10 and February 22, 2021, subject to review of the trends in public health indicators. To facilitate the transition, Ontario has made changes to the response framework and to orders and regulations under the EMCPA and the Reopening Ontario (A Flexible Response to COVID-19) Act (ROA).

Provincial Orders

Orders under the EMCPA can continue to be in effect after the declared emergency has terminated. They can also be further extended for up to 14 days at a time but cannot be amended.

Prior to the termination of the declaration of emergency, orders were amended to reflect the Ontario government's decisions to move certain PHUs into new zones under the Framework. This includes amendments to the Stay-at-Home order (O. Reg. 11/21) and the Residential Evictions order (O. Reg. 13/21).

Any decisions to move PHUs to new zones are made in consultation with the local medical officers of health and will be subject to ongoing review of trends in public health indicators and advice of the Chief Medical Officers of Health.

Please note, there have also been amendments to Ontario Regulations 82/20 and 363/20 related to the Stages of Reopening under ROA. Amendments include, dividing Stage 1 into two separate zones (“Shutdown” and “Grey-Lockdown”).

These amendments remove restrictions on construction activities by allowing all residential construction activities and projects, and related services that support construction activities or projects, including demolition services, to commence or continue anywhere in the province. This includes residential renovations.

This means that all residential construction activities or projects and related services can begin or continue even in areas that are in the Shutdown Zone and are subject to a Stay at Home Order. However, restrictions still apply to non-residential construction as long as the area is in the Shutdown Zone and subject to a Stay at Home Order. When areas of the province return to the provincial COVID-19 framework (colour-coded zones), all residential and non-residential construction activities and projects and related services can begin or continue.

Additionally, as of February 10, 2021, all stage orders under ROA have been amended to require individuals to wear face coverings and maintain physical distance when indoors in a business, with limited exceptions, and to wear face coverings when attending an organized public event or gathering permitted under the regulations, if they are within a 2 metre distance of another individual who is not part of their household. All other restrictions to gatherings and organized public events will be maintained. Rules for the colour-coded zones and for the new “Shutdown Zone” have changed.

Residential Evictions (Ontario Regulation 13/21)

Enforcement of residential evictions will remain paused in the public health unit regions where the provincial Stay-at-Home order remains in effect. This will ensure people are not forced to leave their homes during the period where provincial stay-at-home orders are in place. In regions where the Stay-at-Home order is lifted, the regular process for residential eviction enforcement will resume.

Tenants who can pay their rent must continue to do so to the best of their abilities. Tenants can also ask their local service managers about financial assistance to pay their rent. Tenants can visit: <https://www.ontario.ca/page/find-your-local-service-manager> to find contact information for their local service manager. Landlords and tenants are encouraged to work together during these difficult times.

Detailed explanations of these changes related to the termination of the declared emergency, amendments to orders under the EMCPA and ROA and an updated chart of the Zones under the Framework can be found in the Ministry of the Solicitor General’s memorandum to all Chiefs of Police dated February 9, 2021, which is enclosed for your reference and to support local municipal enforcement activities.

Also enclosed for your attention is a second memorandum from the Ministry of the Solicitor General to all Chiefs of Police dated February 2, 2021, regarding an amendment to Ontario Regulation 8/21 – Enforcement of COVID-19 under the EMCPA that allows a police officer or other provincial offences officer to require an individual to provide their correct name, date of birth and address so that provincial offences officers have the necessary information to issue tickets or lay charges under the *Health Protection and Promotion Act*.

The 1-800 Enforcement Support Line (1-866-389-7638) and dedicated enforcement email address (EssentialWorkplacesSupport.SolGen@ontario.ca) are intended to provide guidance to policing personnel and other enforcement personnel in relation to the enforcement of provincial orders.

As the province transitions into these new zones over the coming weeks, the ministry recognizes that collaboration amongst municipalities, public health units, police forces, local enforcement partners and our multi ministry teams is important to ensure coordinated compliance and enforcement activities in an effort to continue the recent progress on reducing the presence of COVID-19 in our communities.

Thank you, once again, for your continued efforts to help keep our communities safe and healthy.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Manson-Smith".

Kate Manson-Smith
Deputy Minister, Ministry of Municipal Affairs and Housing

Enclosures: Correspondence from the Ministry of the Solicitor General to all Chiefs of Police dated February 2, 2021 – English version regarding an Amendment under the Emergency Management and Civil Protection Act

Correspondence from the Ministry of the Solicitor General to all Chiefs of Police dated February 9, 2021 – English version regarding the Termination of Declared Emergency and Amendments to Orders under the Emergency Management and Civil Protection Act and Reopening Ontario Act

If a French version is required, please contact
Richard.Stubbings@ontario.ca.



Office of the Minister

Bureau du ministre

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357-2020-1968

February 2, 2021

Ms. Helen Jowett
Chair, Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Ms. Wendy Wright Cascaden
Chair, Lake Erie Region Source Protection
Committee
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Dear Ms. Jowett and Ms. Cascaden:

I'm pleased to inform you that the Ministry of the Environment, Conservation and Parks has completed its review of your proposed amendments to the Grand River Source Protection Plan and Assessment Report, developed under the *Clean Water Act, 2006*, affecting Wellington County, the County of Brant and other municipalities.

To ensure that the quality and quantity of Ontario's municipal drinking water sources continue to be protected in the Grand River Source Protection Area, I approve the amendments pursuant to section 34 of the *Clean Water Act, 2006*. These amendments will take effect on the day a notice of this decision is posted to the Environmental Registry.

I appreciate the dedication of the local municipalities, source protection authorities and all our partners and stakeholders for their work and contributions to these amendments.

Protecting Ontario's water resources for future generations is a key commitment in our Made-in-Ontario Environment Plan and the province looks forward to continuing to work with you on this commitment.

Sincerely,

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

Jeff Yurek
Minister of the Environment, Conservation and Parks

c: Martin Keller, Project Manager, Lake Erie Source Protection Region
Samantha Lawson, Chief Administrative Officer, Grand River Conservation Authority
Ilona Feldmann, Source Protection Assistant, Grand River Conservation Authority
Keley Katona, Director, Source Protection Programs Branch, MECP

From: ca.office (MECP) <ca.office@ontario.ca>

Sent: Friday, February 5, 2021 10:49 AM

Subject: Proclamation of Provisions of the Conservation Authorities Act

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

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

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

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

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

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

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

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

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

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

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

Implications of Proclamation of Various Provisions: Frequently Asked Questions

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

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

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

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

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

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

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

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

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

Implications of Proclamation of Various Provisions: Frequently Asked Questions

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

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

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

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

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

Housekeeping Amendments

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

Government Requirements

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

Governance

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

Implications of Proclamation of Various Provisions: Frequently Asked Questions

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

**Ministry of Energy,
Northern Development
and Mines**

Office of the Minister

Office of the Associate Minister
of Energy

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**Ministère de l'Énergie,
du Développement du Nord
et des Mines**

Bureau du ministre

Bureau du ministre associé
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January 28, 2021

Dear Stakeholder:

We are writing today to inform you that our government is now soliciting feedback on Ontario's long-term energy planning framework through the Environmental Registry of Ontario (ERO). This posting will be open to comments for a period of 90 days, closing on April 27, and can be found at <https://ero.ontario.ca/notice/019-3007>.

Last year, we took the first step forward in our plan to reform Ontario's long-term energy planning process by revoking O. Reg. 311/17, the regulation that outlined timing requirements for publishing Long-Term Energy Plans. Now we are building on our commitment to promote transparency, accountability and effectiveness of energy planning and decision-making in order to increase investment certainty and to ensure the interests of ratepayers are protected.

A desired outcome of the new planning framework would be to empower expert technical planners, such as the Independent Electricity System Operator (IESO), to plan the most reliable and cost-effective system. To achieve this objective, the Ministry of Energy, Northern Development and Mines (ENDM) is considering revoking the provisions of the *Electricity Act, 1998* related to Long-Term Energy Plans, implementation directives and implementation plans.

ENDM is also considering whether the IESO and the Ontario Energy Board (OEB) have the appropriate mandates and authorities to undertake an expanded planning and resource acquisition role. This could include the development of a new approval process for certain types of policy-driven decisions.

As part of the ERO posting, and listed below, you will find an inexhaustive set of questions intended to help guide your feedback:

- How can we promote transparency, accountability and effectiveness of energy planning and decision-making under a new planning framework?
- What overarching goals and objectives should be recognized in a renewed planning framework?
- What respective roles should each of the government, IESO, and OEB hold in energy decision-making and long-term planning?

- What kinds of decisions should be made by technical planners at the IESO and the OEB as regulators?
- What types of decisions should require government direction or approval?
- Are there gaps in the IESO and OEB's mandates and objectives that limit their ability to effectively lead long-term planning?
- Should certain planning processes or decisions by the IESO, OEB, or the government receive additional scrutiny, for example through legislative oversight or review by an expert committee?
- How often and in what form should government provide policy guidance and direction to facilitate effective long-term energy planning?
- How do we ensure effective and meaningful Indigenous participation in energy sector decision-making?

As we develop this new framework, we invite you and fellow energy sector participants, experts, Indigenous communities, and Ontario businesses and residents, to share your expertise, experience and ideas about how we can maximize transparency and accountability in our energy planning process.

This new framework, with your support, will ensure that future decisions are made with an eye to cost, and in the best interest of Ontario's electricity customers.

Our government, through ENDM, is committed to building a transparent long-term energy planning framework that is free from future political interference and prioritizes Ontario's energy consumers. With your support, we are confident we will achieve this.

Sincerely,



The Honourable Greg Rickford
Minister of Energy, Northern
Development and Mines



The Honourable Bill Walker
Associate Minister of Energy

Notice of Meeting
Meeting of the Membership #2-2021

Date: Wednesday February 17, 2021
Time: 2:00 pm - 3:00 pm
Location: Meeting will be held via Zoom

Agenda

1. Welcome and remarks by the Chair - David Turton
2. Greetings from guests
3. Introduction of the Members of Maitland Conservation and the Maitland Conservation Foundation
4. Election of Officers (Maitland Conservation and Maitland Source Protection Authority)
 - a) Appointment of Presiding Officer and Scrutineers
 - b) Election of Chair for 2021
 - c) Election of Vice Chair for 2021
 - d) Election of 2nd Vice Chair for 2021
5. Presentation: Overview of the *Restoring the Maitland Campaign* and projects supported by the Maitland Conservation Foundation and John Hindmarsh Environmental Trust Fund in 2020.
6. Discussion of ideas on how Maitland Conservation can help support the *Restoring the Maitland Campaign* in 2021 - Kriss Snell, Chair, Maitland Conservation Foundation
7. Adoption of Meeting Schedule for 2021
8. Next meeting date - March 17, 2021
9. Adjournment

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2021-019

Being a by-law to confirm all actions and proceedings of the Council of the Corporation of the Township of Mapleton.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c. 25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council:

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers, and privileges under section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise:

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

1. All actions and proceedings of the Council of the Corporation of the Township of Mapleton taken at its Meeting convened on Wednesday, February 24, 2021, except those taken specifically by By-law and those required by law to be done by Resolution only are hereby sanctioned, confirmed and adopted as though they were set out herein.
2. The Mayor, or in his absence the Presiding Officer, and the Clerk, or in his absence the Deputy Clerk, are hereby authorized and directed to do all things necessary to give effect to the foregoing.
3. The Mayor, or in his absence the Presiding Officer, and the Clerk, or in his absence the Deputy Clerk, are hereby authorized and directed to execute all documents required by law to be executed by them as may be necessary in order to implement the foregoing and the Clerk, or in his absence the Deputy Clerk, is hereby authorized and directed to affix the seal of the Corporation to any such documents.

READ a first, second and third time on Wednesday, February 24, 2021.

Mayor Gregg Davidson

Clerk Larry Wheeler