



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

COUNCIL AGENDA

TUESDAY, NOVEMBER 24, 2020 @ 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 November 10, 2020
RECOMMENDATION
THAT the Minutes of the Township of Mapleton Council Meeting held on November 10, 2020 be confirmed as circulated in the agenda package.
 - 4.2 Special Meeting of Council dated November 12, 2020
RECOMMENDATION
THAT the Minutes of the Township of Mapleton Council Special Meeting held on November 12, 2020 be confirmed as circulated in the agenda package.
5. **Matters arising from Minutes**
 - 5.1 Parks and Recreation Committee, Minutes dated Sept 24, 2020
Re: Drayton Youth Centre project qualification for 50/50 funding
RECOMMENDATION
THAT Township of Mapleton Council support Drayton Youth Centre's project to update the Centre with renovations, repairs, and upgrades through the 50/50 funding program to a maximum of \$5,000..
6. **Matters under The Planning Act and Matters Arising**
 - 6.1
 - a) County of Wellington – Application for minor redline revisions to draft plan of subdivision 23T-98003 [Riverview Heights, Drayton]
 - b) Matters arising under The Planning Act (Council Direction)

RECOMMENDATION

THAT Township of Mapleton Council receive Planning Report 'Redline Revision – Draft Plan of Subdivision 23T-98003 - Riverview Heights Phase 2, Drayton for information;

And Further that Council support the redline revisions as proposed for draft plan of subdivision 23T-98003;

And Further that staff prepare a subdivision agreement between the municipality and the Owners of the proposed subdivision for Council's consideration;

And Further that staff advise the County's Director of Planning and Development of the Township's decision.

7. Delegations and Matters Arising from Delegations

- 7.1 BGS Homes (Berardo Mascioli, Planner) - Requesting Council support for Redline Proposal at Riverview Heights Subdivision.

RECOMMENDATION

THAT the delegation of BGS Homes (Berardo Mascioli, Planner) concerning the Redline Proposal at Riverview Heights Subdivision be received for information.

- 7.2 Heritage Funeral Homes Inc (Kenneth and Mary Thompson) - Requesting Council reverse their decision regarding the proposed 2021 amended Cemetery fees

RECOMMENDATION

THAT the delegation of Heritage Funeral Homes Inc (Kenneth & Mary Thompson) concerning the proposed changes to 2021 Cemetery Fees & Charges be received for information.

- 7.3 Van Harten Surveying (Jeff Buisman) - Requesting Council feedback on a unique severance application (Soestdale Holsteins Inc, 7168 WR10).

RECOMMENDATION

THAT the delegation of Van Harten Surveying (Jeff Buisman) concerning a unique severance application be received for information.

8. Minutes from Committees – none

9. Reports and Updates from Staff

9.1 CAO and Clerk's Department

- i) CAO Report CL2020-22
Re: Consulting Engineers Client Agreement

RECOMMENDATION:

THAT CAO's Report CL2020-22, dated November 24th, 2020 with regards to the Consulting Engineers Client Agreement be received.

AND THAT Council direct the Mayor and CAO to execute the agreement on behalf of Mapleton Township.

- ii) CAO Report CL2020-23
Re: Elevated Water Tank

RECOMMENDATION:

THAT CAO's Report CL2020-23, dated November 24th, 2020 with regards to the Elevated Water Tank be received for information.

- iii) CAO Report CL2020-24
Re: Cloud Migration

RECOMMENDATION:

THAT CAO's Report CL2020-24, dated November 24th, 2020 with regards to the server be received for information;

AND THAT Council bring forward the purchase of a cloud-based server from the 2021 budget to ensure complete business continuation should we be locked down for a second time.

- iv) Clerk Report CL2020-25
Re: Security Reduction Request - Drayton Heights 5B

RECOMMENDATION:

THAT Township of Mapleton Council receive Clerk's Report CL2020-25 dated November 24, 2020 regarding Security Reduction Request – Drayton Heights 5B;

AND FURTHER THAT Council undertake to have staff reduce the amount of the developer's Letter of Credit from \$531,000 to \$183,000.

9.2 Fire Department

- i) Fire Report 2020-07
Re: 2020 Year in Review

RECOMMENDATION:

THAT Township of Mapleton Council receive Fire / Rescue Report FR2020-07 dated November 24, 2020 regarding 2020 Year End Review for information.

9.3 Public Works Department

- i) Public Works Report PW2020-19
Re: Wellington County Trail Funding Program Update

RECOMMENDATION

THAT Township of Mapleton Council receive Public Works Report PW2020-19 dated November 24, 2020 regarding Wellington County Trail Funding Program Update.

10. Approval of By-Laws

- 10.1 By-law Number: 2020-077 Being a By-law to amend Zoning By-law Number 2010-080 for the Township of Mapleton, Part Lot 19, Concession 2 S (Peel) ZBA2020-011
- 10.2 By-law Number: 2020-078 Being a By-law to authorize the closure and conveyance of an unopened road allowance known as Allan and Sutherland Survey, St. James Street (Parts 1, 2 & 3) between South Wallace Street and Church Street (both unopened) Glen Allan, Township of Mapleton, County of Wellington.

RECOMMENDATION

That By-laws Numbered:

- *2020-077 being a By-law to amend Zoning By-law Number 2010-080 for the Township of Mapleton, Part Lot 19, Con 2 S (Peel) ZBA2020-011*
- *2020-078 Being a By-law to authorize the closure and conveyance of an unopened road allowance known as Allan and Sutherland Survey, St. James Street (Parts 1, 2 & 3) between South Wallace Street and Church Street (both unopened) Glen Allan, 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.

11. Correspondence for Council's Direction

- 11.1 County of Wellington Engineering Department correspondence dated November 3, 2020
Re: Winter Maintenance (Wellington Road 45)

RECOMMENDATION

THAT Township of Mapleton Council receive County of Wellington Engineering Department correspondence dated November 3, 2020 regarding Winter Maintenance (Wellington Road 45);

AND FURTHER THAT the County of Wellington compensation of \$9,000 per kilometer for winter maintenance on Wellington Road 45 during the 2020/2021 winter maintenance season be accepted;

AND FURTHER THAT the County of Wellington recognizes if the 2020/2021 seasonal cost exceeds the proposed compensation, the County will be responsible for same

12. Correspondence for Council's Information

- 12.1 Environmental Review Tribunal - Notice of Pre-Hearing Conference
Re: Darling International Canada Inc (8406 WR 7, Rothsay)
- 12.2 Randy Pettapiece, MPP – News Release
Re: Ontario's new provincial budget
- 12.3 Minister of the Environment, Conservation & Parks, Jeff Yurek,
Re: Updating the Conservation Authorities Act
- 12.4 City of Hamilton resolution Item 6.1 dated August 21, 2020
Re: Radial separation for Cannabis Retail Stores
- 12.5 AMO Watch File
The link to view the November 11, 2020 issue: <https://tinyurl.com/y4bq9z3h>
The link to view the November 19, 2020 issue: <https://tinyurl.com/y3rprdg9>

13. Notices of Motion

14. Notice Provision

- 14.1 Fees & Charges – Cemeteries
- 14.2 Revised Council Schedule – Dec 2020, Jan 2021

15. Other Business

16. Council Tracking Sheet

17. Confirmatory By-law Number 2020-079

THAT By-law Number 2020-079 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 the Clerk and sealed with the Corporate Seal.

18. Closed Session

RECOMMENDATION:

THAT Township of Mapleton Council move into Closed Session for the following reasons:

- i) Review of Closed Session Minutes: Oct. 27, 2020
- ii) A proposed or pending acquisition or disposition of land by the municipality or local board.

19. 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

2020 Calendar

January						
S	M	T	W	T	F	S
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December						
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- Regular Council 7pm
- Regular Council 1pm
- Council Conference
- Committee of Adjustment
- Parks and Recreation Committee
- Economic Development Committee
- Statutory Holiday (Office Closed)

Note: Council Meeting dates as per Procedure By-law



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

DRAFT COUNCIL MINUTES

TUESDAY, NOVEMBER 10 @ 7:00 P.M.

Meeting conveyed via ZOOM platform

PRESENT: Gregg Davidson, Mayor
Dennis Craven, Councillor
Paul Douglas, Councillor
Michael Martin, Councillor
Marlene Ottens, Councillor

STAFF PRESENT: Manny Baron, Chief Administrative Officer
Larry Wheeler, Municipal Clerk
Sam Mattina, Director of Public Works
John Morrison, Director of Finance
Rick Richardson, Fire Chief
Patty Wright, Chief Building Official
Aly Cripps, Economic Development Coordinator
Michelle Brown, Clerk's Assistant
Kyle Davis, Wellington Source Water Protection
Matt Daoust, Wellington County Planner

1. Call to Order

Mayor Davidson welcomed attendees & called the meeting to order at 7:00 p.m.

2. Welcoming Comments by the Chair

A moments silence for Remembrance Day was observed.

3. Declaration of Pecuniary Interest – none declared

Item: Addendum

RESOLUTION 2020-21-01

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT the Township of Mapleton Council waive the Notice requirement for this evening's Council Meeting (November 10, 2020) to allow the following addendum:

- 1) Under the heading of 'Reports and Updates from Staff' (Item 9.5) Finance Department Report FIN2020-20 regarding Cemetery Service Fee Adjustments.

CARRIED

4. Confirmation of Minutes

4.1 Council Meeting dated October 27, 2020

RESOLUTION 2020-21-02

Moved: Councillor Douglas

Seconded: Councillor Ottens

THAT the Minutes of the Township of Mapleton Council Meeting held on October 27, 2020 be confirmed as circulated in the agenda package.

CARRIED

5. Matters arising from Minutes

- 5.1 Economic Development Report ED2020-03
Re: Mapleton Chamber of Commerce, Memorandum of Understanding

RESOLUTION 2020-21-03

Moved: Councillor Douglas

Seconded: Councillor Martin

THAT Township of Mapleton Council receive Economic Development Report ED2020-03 dated October 27, 2020 regarding Mapleton Chamber of Commerce 'Memorandum of Understanding';

AND FURTHER THAT Council approve the Memorandum of Understanding (MOU) as attached hereto, and the Mayor and Clerk be authorized to execute the MOU;

AND FURTHER THAT Council appoint Councillor Paul Douglas to the Mapleton Chamber of Commerce 'Board of Directors.'

CARRIED

6. Matters under The Planning Act and Matters Arising

- 6.1 a) ZBA2020-11 Notice of a Public Meeting, Part Lot 19, Concession 2 S (Peel), 7253 Blind Line, Urias and Selema Martin

b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-21-04

Moved: Councillor Douglas

Seconded: Councillor Martin

THAT Zoning application ZBA2020-11 located at Part Lot 19, Concession 2 S (Peel), 7253 Blind Line, Urias and Selema Martin be received;

AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented at the next meeting of Council for first, second and third reading.

CARRIED

- 6.2 a) Consent Application Summary, Land Division File No. B67-20, Part Lot 10, Concession 9 (Moorefield) Willem & Louise Van An del

b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-21-05

Moved: Councillor Douglas

Seconded: Councillor Ottens

THAT Township of Mapleton DEFER Consent Application B67-20 as presented for lands described as Part Lot 10, Concession 9 (Moorefield).

CARRIED

- 6.3 a) Consent Application Summary, Land Division File No. B68-20, Part Lot 10, Concession 9 (Moorefield) Willem & Louise Van An del

b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-21-06

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Township of Mapleton DEFER Consent Application B68-20 as presented for lands described as Part Lot 10, Concession 9 (Moorefield).

CARRIED

- 6.4 a) Application for Part Lot Control Exemption, PLC2020-01, Lots 19 & 20, RP 61M-234, Maple Street, Drayton (Activa Holdings Inc)
- b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-21-07

Moved: Councillor Craven

Seconded: Councillor Ottens

THAT Planning Report dated November 9, 2020 regarding Part Lot Control Exemption PLC2020-01 to permit the division of Lots 16, 17, 18, 19, 20 in the Activa Holdings Inc subdivision (61M-234) on Maple St in Drayton, into ten semi-detached residential lots 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

7. Delegations and Matters Arising from Delegations

- 7.1 Minto-Mapleton Health Professional Recruitment Committee (Shirley Borges & Dr. Christine Peterkin)
Re: Recruitment Update and Approve Funds of \$10,000 for 2021.

RESOLUTION 2020-21-08

Moved: Councillor Ottens

Seconded: Councillor Craven

THAT the delegation of Minto-Mapleton Health Professional Recruitment Committee (Shirley Borges & Dr. Christine Peterkin) be received for information;

AND FURTHER THAT Council considers Minto-Mapleton Health Professional Recruitment Committee request for \$10,000 towards health professional recruitment and retention efforts during the 2021 budget deliberations.

CARRIED

8. Minutes from Committees

- 8.1 Parks and Recreation Committee
Re: Minutes dated Sept 24, 2020

RESOLUTION 2020-21-09 (A)

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Item 8.2 (b) from the Minutes of the Mapleton Parks and Recreation Committee Meeting held on September 24, 2020 be separated from the main motion and deferred to the next Council meeting as a stand-alone consideration.

CARRIED

RESOLUTION 2020-21-09 (B)

Moved: Councillor Ottens

Seconded: Councillor Martin

THAT the Minutes of the Mapleton Parks and Recreation Committee Meeting held on September 24, 2020 be received for information, with the exception of Item 8.2 (b) Drayton Youth Centre 50/50 funding to be deferred to Council Meeting November 24, 2020.

CARRIED

9. Reports and Updates from Staff

9.1 Building Department

- i) Building Report BD2020-12
Re: October Month End and Year to Date (YTD)

RESOLUTION 2020-21-10

Moved: Councillor Douglas

Seconded: Councillor Ottens

THAT Township of Mapleton Council receive Building Department Report BD2020-12 dated November 10, 2020 regarding October Month End and Year to Date (YTD).

CARRIED

9.2 CAO & Clerk's Department

- i) Clerk's Report CL2020-21
Re: Surplus Road – St. James Street, Glen Allan

RESOLUTION 2020-21-11

Moved: Councillor Martin

Seconded: Councillor Douglas

THAT Township of Mapleton Council receive Clerk's Report CL2020-21 dated November 10, 2020 regarding the unopened road allowance 'St. James Street' in Glen Allan;

AND FURTHER THAT Notice of the draft bylaw declaring the unopened road allowance 'Surplus' be given in accordance with the Disposal of Surplus Lands Policy;

AND FURTHER THAT the Mayor and Clerk be authorized to execute all ancillary documents pertaining to the sale / disposal of the specific street parcel.

CARRIED

9.3 Public Works Department

- i) Public Works Report PW2020-18
Re: Boundary Road Agreement - Wellington North

RESOLUTION 2020-21-12

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Township of Mapleton Council receive Public Works Report PW2020-18 dated November 10, 2020 regarding renewal of Boundary Road Agreement – Wellington North.

AND FURTHER THAT the Mayor and CAO be authorized to execute the agreement.

CARRIED

9.4 Wellington Source Water Protection

- i) Source Water Protection Report SWP2020-03
Re: Proposals to Amend Legislation related to Water Takings

RESOLUTION 2020-21-13

Moved: Councillor Ottens

Seconded: Councillor Douglas

THAT the Council of the Township of Mapleton receive as information Report No. SWP2020-03 dated November 10, 2020 regarding Environmental Registry Number 019-2422, 019-2525 and 019-2517 – Proposals to Amend Legislation related to Water Takings.

CARRIED

9.5 **ADDENDUM >** Finance Department

- i) Finance Report FIN2020-20
Re: Cemetery Service Fee Adjustments

RESOLUTION 2020-21-14

Moved: Councillor Douglas

Seconded: Councillor Martin

THAT Township of Mapleton Council receive Finance Report FIN2020-20 regarding Cemetery Service Fee Adjustments; and

1. THAT Council approve the proposed changes to the Fee & Charges By-law Schedule "C" Cemeteries attached as an appendix to this report, with an effective date of January 1, 2021.

CARRIED

10. Approval of By-Laws

- 10.1 By-law Number 2020-072 being a by-law to Declare Surplus the Lands described as Maryborough Plan Boltons Survey Pt Lot 191 RP 61R10642 Part 14.

RESOLUTION 2020-21-15

Moved: Councillor Martin

Seconded: Councillor Craven

THAT By-law Numbered 2020-072 be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal

CARRIED

- 10.2 By-law Number 2020-073 being a by-law to authorize the Mayor and CAO to execute a Boundary Maintenance Agreement between the Corporation of the Township of Wellington North and the Corporation of the Township of Mapleton.

RESOLUTION 2020-21-16

Moved: Councillor Douglas

Seconded: Councillor Ottens

THAT By-law Numbered 2020-073 be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal.

CARRIED

- 10.3 By-law Number 2020-074 being a by-law to remove Part Lot Control from Lots 19 & 20, Plan 61M-234, Maple Street, Drayton, Township of Mapleton, pursuant to Section 50 (7.1) of the Planning Act, R.S.O. 1990, as amended.

RESOLUTION 2020-21-17

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT By-law Numbered 2020-074 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

13. Notices of Motion

14. Notice Provision

14.1 Notice of Intent to Dispose of Surplus Lands

15. Other Business

16. Council Tracking Sheet

17. Closed Session

17.1 Rise and Report on Closed Session from Tuesday, October 27, 2020

18. Confirmatory By-law Number 2020-075

RESOLUTION 2020-21-18

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT By-law Number 2020-075 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 the Clerk and sealed with the Corporate Seal.

CARRIED

19. Adjournment

There being no further business, the meeting adjourned at 8:26 p.m.

Mayor Gregg Davidson

Clerk Larry Wheeler

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.



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

DRAFT SPECIAL MEETING COUNCIL MINUTES

THURSDAY, NOVEMBER 12 @ 9:00 a.m.

Meeting conveyed via ZOOM platform

PRESENT: Gregg Davidson, Mayor
Dennis Craven, Councillor
Michael Martin, Councillor
Marlene Ottens, Councillor

REGRETS: Paul Douglas

STAFF PRESENT: Manny Baron, Chief Administrative Officer
Larry Wheeler, Municipal Clerk
Sam Mattina, Director of Public Works
Patty Wright, Chief Building Official
Michelle Brown, Clerk's Assistant
Linda Redmond, Wellington County Planner

1. Call to Order

Mayor Davidson welcomed attendees & called the meeting to order at 9:00 a.m.

2. Declaration of Pecuniary Interest

Councillor Michael Martin declared a pecuniary interest on Item 3.1 [Consent Application Summary, Land Division File No. B67-20] and Item 3.2 [Consent Application Summary, Land Division File No. B68-20] for the following reason: "the proposed development is directly across from my personal residence at 81 McGivern Street, Moorefield."

3. Matters under The Planning Act and Matters Arising

- 3.1 a) Consent Application Summary, Land Division File No. B67-20, Part Lot 10, Concession 9 (Moorefield) Willem & Louise Van Andel
- b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-22-01

Moved: Councillor Craven
Seconded: Councillor Ottens

THAT Township of Mapleton support Revised Consent Application B67-20 as presented for lands described as Part Lot 10, Concession 9 (Moorefield) 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 \$200 (or whatever fee is applicable at the time of clearance under the Fees and Charges By-law) for a Letter of Clearance;
- 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

- 3.2 a) Consent Application Summary, Land Division File No. B68-20, Part Lot 10, Concession 9 (Moorefield) Willem & Louise Van Andel
- b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-22-02

Moved: Councillor Ottens

Seconded: Councillor Craven

THAT Township of Mapleton support Revised Consent Application B68-20 as presented for lands described as Part Lot 10, Concession 9 (Moorefield) 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 \$200 (or whatever fee is applicable at the time of clearance under the Fees and Charges By-law) for a Letter of Clearance;
- THAT a Parkland dedication fee be paid (\$1,400 in 2020);
- THAT driveway access to the severed lands can be provided to the satisfaction of the appropriate road authority;
- 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 (*Initially declared Defeated*)

4. Confirmatory By-law Number 2020-076

RESOLUTION 2020-22-02

Moved: Councillor Ottens

Seconded: Councillor Craven

THAT By-law Number 2020-076 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 the Clerk and sealed with the Corporate Seal.

CARRIED

5. Adjournment

There being no further business, the meeting adjourned at 9:35 a.m.

Mayor Gregg Davidson

Clerk Larry Wheeler

8.2 50/50 Funding requests for 2021 – Sam Mattina

Letters of request for submissions were sent out in August.

To date we have received three (3) requests which were presented to the committee for consideration.

We have \$20,000 available in the 2021 50/50 Program budget.

a. Rotary Club

Requesting \$2,500.00 to complete the ABC Park washroom facilities. Connect washroom and existing path.

Digging out the path, install stone, packing, pouring concrete (same time as washroom floor) and landscaping around the path.

Committee was supportive of this project.

b. Drayton Youth Centre

They are spending \$15,552.13 to re-launch the Drayton Youth Centre.

This would include updating the look and facilities.

Replacing most furniture, replace outdoor signage, repair of floor, some new games and PPE supplies due to COVID.

Staff questioned if this project qualifies for the 50/50 funding, as it is not in line with the definition of Parks and Recreation.

We must have full support of the committee and be able to defend the position to provide funding.

It was suggested that CIP funding could be applied for to cover the sign upgrade and exterior improvements.

This centre is free for all youth in our community and is a 100% volunteer organization.

They do provide recreation for youth.

The committee all agreed that they would like to have council consider this submission to a maximum of \$5,000.

c. Rotary Club

Requesting \$5,000.00 to assist in the planning and construction of a Rotary Lookout overlooking the river at the proposed park on the land recently donated to the township.

Land is located at the end of Queen Street in Drayton.

The lookout will consist of a pergola, bench, garbage can and a tiled floor.

The tiles will accommodate engraving for corporate or community sponsorship.

The estimated cost of the project is \$15,000.00.

The Drayton Rotary Club will contribute \$10,000.00 which includes a \$2,000.00 matching grant from Rotary International.

With the assistance of the Mapleton Parks and Recreation matching 50/50 grant of \$5,000.00 this project will be fully funded and ready to proceed.

Sponsorship of tiles will cover cost estimate discrepancies or go towards future Rotary Projects.

The Lookout is intended to be a focal point for residents to enjoy the new park.

With the support of the Parks & Recreation funding, they will be able to move ahead with construction in early spring 2021.

Committee was in favor of supporting this project.



PLANNING REPORT for the County of Wellington

DATE: November 17 2020
TO: Manny Baron, CAO
FROM: Linda Redmond, Manager of Planning and Environment
SUBJECT: **Redline Revision - Draft Plan of Subdivision 23T-98003
Riverview Heights Phase 2 - Drayton**

LOCATION

The County received an application for a minor redline revision to draft plan of subdivision 23T-98003. The subject lands are described as Concession 12, Part Lots 18 & 19, RP WAR 1002 Part 29, RP 61R9092 Parts 1 to 6. The lands are located north of the Drayton Urban Centre and are an extension of an existing residential development. The property is approximately 35 acres (14.18 ha) in size and is located on the west side of Wellington Road 11 (figure 1).

PROPOSAL

The proposed application is for a minor redline revision to Draft Plan of Subdivision 23T-98003 which will result in the creation 28 estate residential lots on private services. The proposal also provides a storm water management area that is proposed to function as a passive park area as well. A zone amendment may be required to address the reconfiguration of the lots. The SWM and park area can be addressed through a condition of draft approval.



Figure 1 – showing current plan.

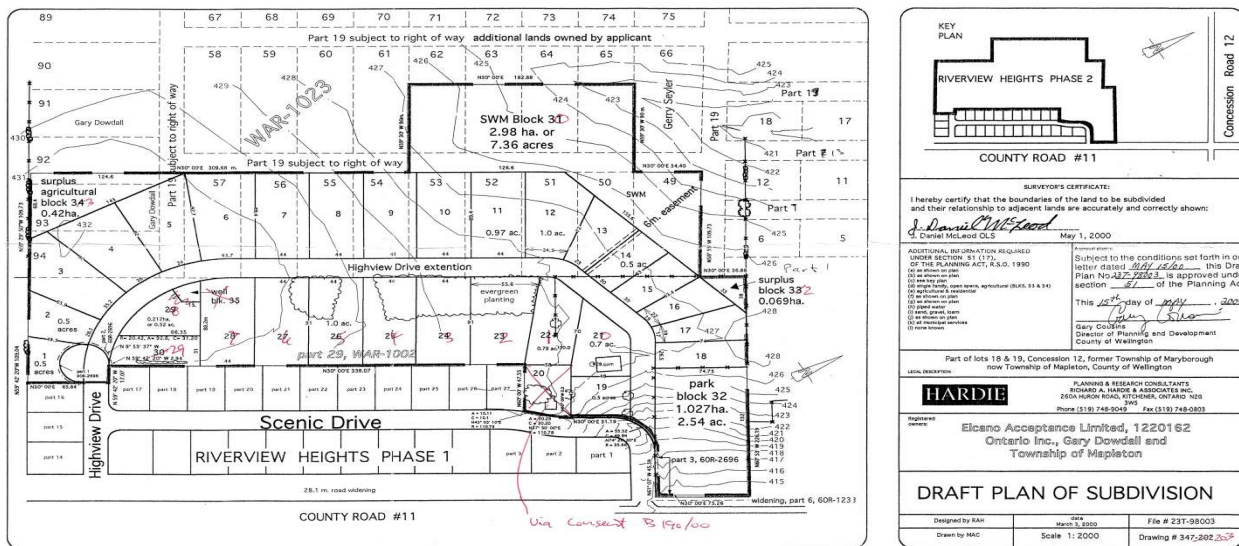
DRAFT PLAN OF SUBDIVISION 23T-98003

This subdivision was given draft approval in 2000. The original draft plan proposed a looped street with two entrances onto Wellington Road 11 and is a continuation of the existing Scenic Drive development. A total of 30 lots were proposed, with a park block at the entrance to the subdivision and a stormwater management area. This plan proposed a communal well for the entire plan.

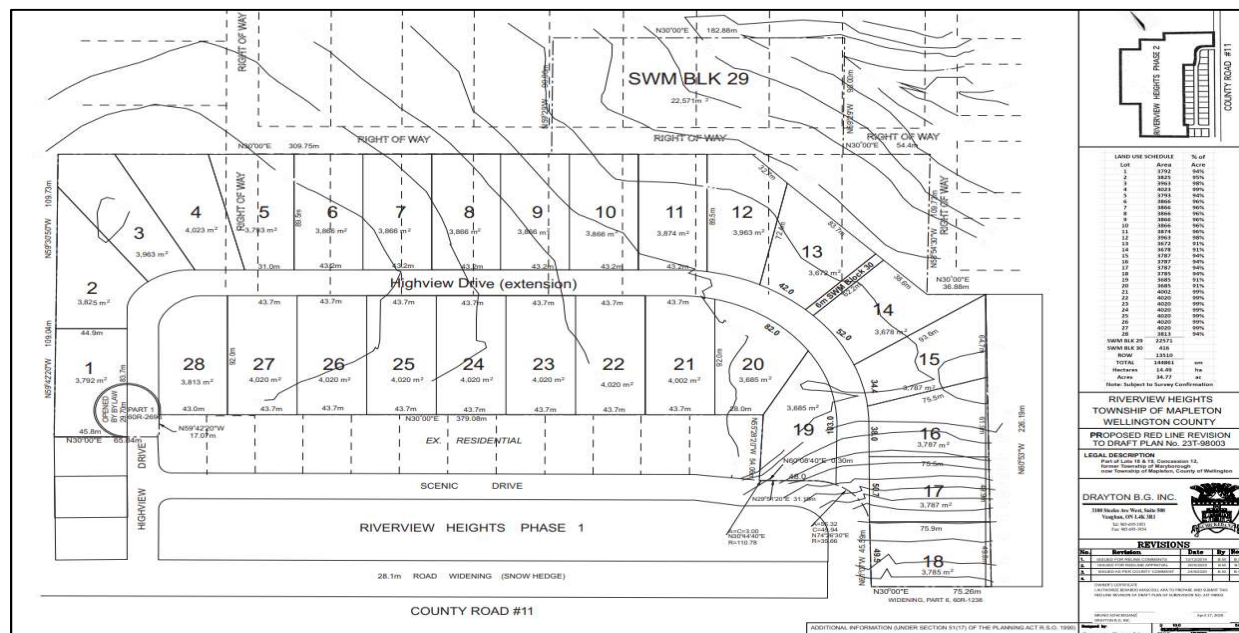
PROPOSED MINOR REVISIONS

The applicant is proposing the following revisions to the 2000 draft approval:

- Eliminating the communal well and proposing individual septic and well per lot. This will eliminate the block for the communal well.
- Reducing and enlarging the lots from 30 to 28.
- Removal of the parkland block and relocating a portion of the parkland requirement to the storm water management area by way of a shared trail system and sports field.
- The absorption of the two surplus blocks (landlocked) into the adjacent lots.
- Conversion of the 6m SWM easement to a block.



2000 Draft Approved Plan of Subdivision (Revised 2010)



2020 Redline Revised Plan

AGENCY REVIEW

The application was filed in March 2005 and notice was circulated to prescribed agencies and public bodies such as the Township, School Boards, GRCA, and utility and service providers. We have been provided with their comments. There are no outstanding objections or concerns regarding the subdivision application subject to the inclusion of various conditions of approval to be addressed by the developer.

The Township Engineers have provided comments. They asked that the 6m easement for the SWM is converted to a block for maintenance purposes and that the GRCA is satisfied with the SWM design. They also recommended that the road alignment be adjusted to a long gentle bend. These changes have been made to the current proposal.

PUBLIC COMMENTS

The public provided comments related to the parkland area and the retention of it and the preservation of the existing trees. A few residents who have rear yards onto the proposed area have asked if they could obtain a lot line adjustment to add land to their properties.

CONDITIONS OF DRAFT PLAN APPROVAL

All technical requirements (ie. Private site servicing, stormwater management, road improvements etc.) have been addressed or can be addressed to the satisfaction of the Township and applicable public agencies through conditions of draft plan approval and the implementation of a subdivision agreement between the Township and the developer.

Based on the comments from public agencies, utilities and service providers, Township staff and the Township consultants, this office will complete the proposed conditions of draft plan approval. The applicant and the Township will have an opportunity to review these conditions prior to approval.

If Council is satisfied with the changes to date, as well as the inclusion of any other matters as part of the conditions of approval, we would recommend that council endorse the plan through a council resolution.

I trust that these comments are helpful in your consideration of this draft plan of subdivision.

Sincerely,



Linda Redmond
Manager of Planning and Environment

Mayor and Council
Township of Mapleton

My name is Berardo Mascioli and I am a planner working on behalf of Drayton B.G. Inc.

We have been working on improving an existing draft plan of subdivision so that the final lot numbers, layout and private servicing represent good planning and the least operational expense to the local Municipality and County.

Drayton B.G. Inc. purchased a number of prior approved 'checker-board lots' from a prior subdivision plan. This prior plan included large blocks for parkland and for storm water management based on the larger number of lots within the subdivision plan.

This plan included communal water and sewage service and held lots ranging from ½ acre to 1 acre in size. Most regional governments no longer permit communal servicing due to increased operational costs and liability, and these subdivision lands have proceeded with private services. The smallest draft plan lots of ½ acre in size are difficult to build on with adequate private servicing.

Our redline of the draft plan of subdivision addresses the lot size, number, road network and general layout to ensure the efficient development of the lands.

We have gone from 29 varying sized lots to 28 lots of approximately 1 acre in size to ensure that each can be properly serviced and built upon. To achieve this, we reabsorbed the original Park Block of 2.54 ac/1.027 hectares into the land budget.

We have improved the road 'sweep' from the prior approved plan based on feedback from the County's consulting engineers for better visibility and utility.

We are providing a 6.0 m access 'Block' instead of an Easement for public access to the same sized storm water management Block that we also propose can serve as parkland for local residents as discussed further below.

Under the Planning Act S. 51.1 (1) it states that 'land in an amount not exceeding...5 per cent of the land included in the plan shall be conveyed to the local municipality for park or other public recreational purposes'. Based on that policy, the amount of land within this draft plan of subdivision that may be made available for a park is 1 acre/0.4 hectares.

I have reviewed SWM Block 29 together with the 6m SWM Access Block 30 for land budget purposes. The previously approved storm water management plan Block was for a much larger subdivision and required a 'dry pond' for the purposes of controlling storm event volumes. Current Low Impact Development (LID) guidelines recommend that dry ponds with appropriate landscaping can also be used for both stormwater retention and recreational activities including parks and sports fields. I have submitted two documents that further explain this planning solution.

The proposed dry pond layout and contours within Block 29 shows surplus lands suitable for the provision of a large (informal) sporting field and jogging/walking trails. We propose to layout the SWM Block to include a properly graded informal sports field for local resident's use along with the SWM infrastructure.

The MoEE SWMP policy guidelines at 4.6.5 will provide direction for the dry pond design, and I have included the attached TRCA guideline on enhanced grass swales and Edmonton Dry Pond handout as a visual aid to what Drayton B.G. Inc. is proposing with its Redline exercise.

I am available to reply to any questions that Council or staff may have, and I trust that this presentation explains our planning proposal that we are seeking the Township's support to the County.

Thank you.

Berardo Mascioli, APA
Planner

What is a Dry Pond?

A dry pond is a drainage feature that can help reduce surface flooding. It is a man-made depression that captures stormwater runoff during a heavy rainfall. In some cases, it may also collect water from an underground stormwater pipe that has exceeded its capacity. Normally they are one to two metres deep. They can be any width or length. The pond is dry most of the time, hence the name ‘dry pond.’

A dry pond can be located on parkland, next to roadways or on recreation or school fields. Once constructed, the entire site is fully landscaped to blend into local surroundings. When dry, a pond can be used for sport, recreation or leisure purposes.

How does it Work?

Water collected in a dry pond during a rainstorm is held there until stormwater pipes are able to drain it away. This can take anywhere from one to six hours after a heavy rainfall. This is done by gravity via drains built into the bottom of the pond.

A dry pond is built to minimize safety risk. The sides are gently sloped, it is kept relatively shallow and signs warn of any potential water hazard. Recreation fields are graded so stormwater pools in the corners and along the sides first. This helps keep fields dry and drains them more quickly when they do become flooded.

Who has Dry Ponds?

Dry ponds are a common drainage feature in many cities. There are about 60 dry ponds in Edmonton with most of these next to roadways. Some, like Regina, Red Deer and Calgary have located dry ponds on school grounds. While dry ponds have not been placed on school grounds in Edmonton in the past, one was recently built at King’s University College at 91 Avenue and 50 Street. It is used as a soccer pitch.

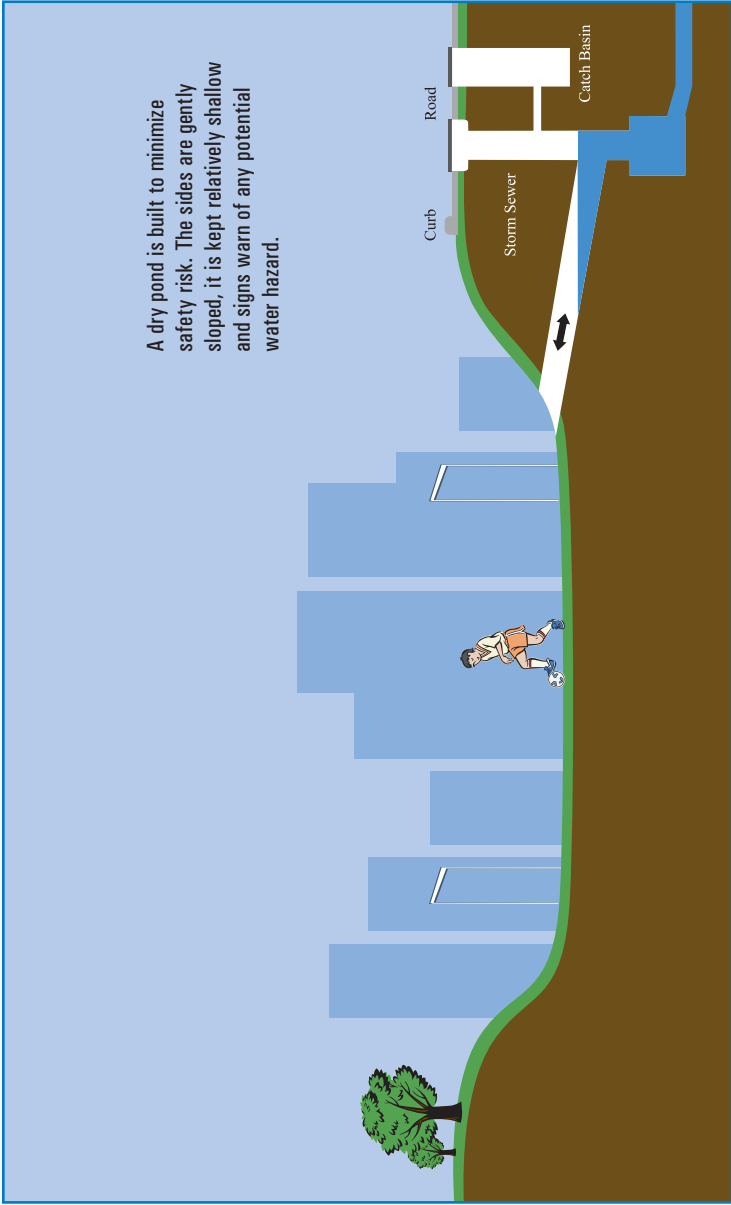
Drainage Services has investigated dry ponds in other cities to fully assess their safety and effectiveness. Consultation is continuing with residents, parkland staff, school administrators and others regarding the potential installation of dry ponds.



HOW DRY PONDS WORK

BEFORE HEAVY RAINFALL

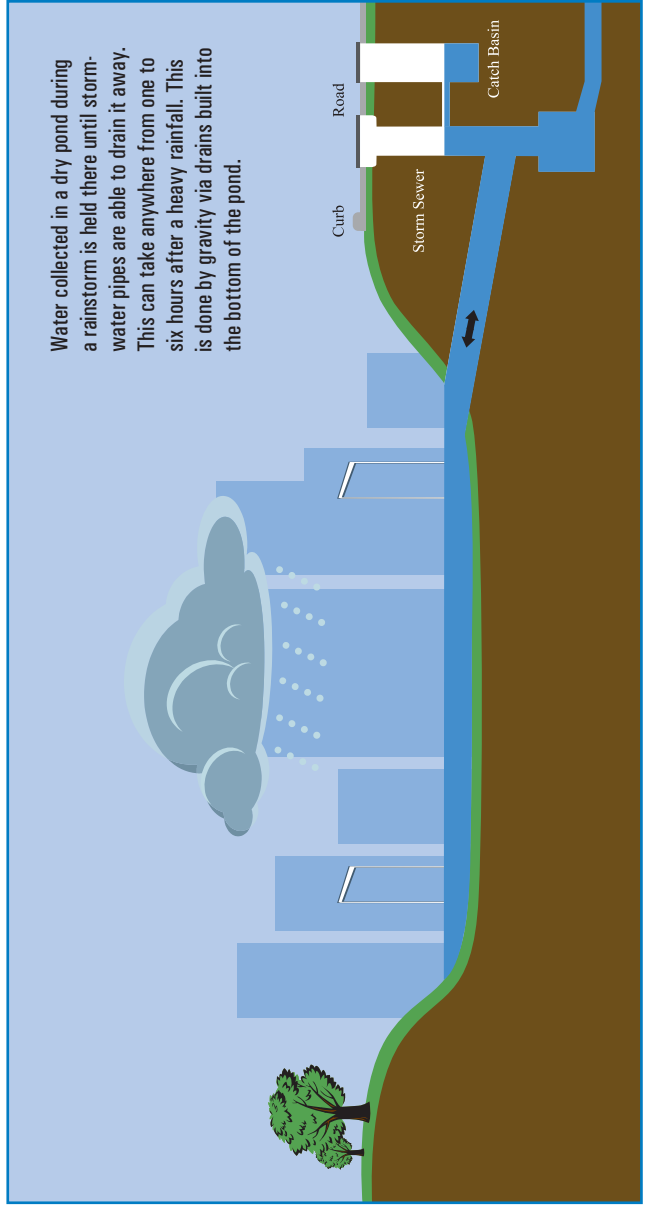
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A dry pond is built to minimize safety risk. The sides are gently sloped, it is kept relatively shallow and signs warn of any potential water hazard.

AFTER HEAVY RAINFALL

A dry pond captures stormwater runoff during a heavy rainfall. In some cases, a dry pond may also collect water from an underground stormwater pipe that has exceeded its capacity.



Water collected in a dry pond during a rainstorm is held there until stormwater pipes are able to drain it away. This can take anywhere from one to six hours after a heavy rainfall. This is done by gravity via drains built into the bottom of the pond.

GENERAL DESCRIPTION

Enhanced grass swales are vegetated open channels designed to convey, treat and attenuate stormwater runoff (also referred to as enhanced vegetated swales). Check dams and vegetation in the swale slows the water to allow sedimentation, filtration through the root zone and soil matrix, evapotranspiration, and infiltration into the underlying native soil. Simple grass channels or ditches have long been used for stormwater conveyance, particularly for roadway drainage. Enhanced grass swales incorporate design features such as modified geometry and check dams that improve the contaminant removal and runoff reduction functions of simple grass channel and roadside ditch designs.

Where development density, topography and depth to water table permit, enhanced grass swales are a preferred alternative to both curb and gutter and storm drains as a stormwater conveyance system. When incorporated into a site design, they can reduce impervious cover, accent the natural landscape, and provide aesthetic benefits.

DESIGN GUIDANCE

GEOMETRY AND SITE LAYOUT

- Shape: Should be designed with a trapezoidal or parabolic cross section. Trapezoidal swales will generally evolve into parabolic swales over time, so the initial trapezoidal cross-section design should be checked for capacity and conveyance assuming it is a parabolic cross-section. Swale length between culverts should be 5 metres or greater.
- Bottom Width: Should be designed with a bottom width between 0.75 and 3.0 metres. Should allow for shallow flows and adequate water quality treatment, while preventing flows from concentrating and creating gullies.
- Longitudinal Slope: Slopes should be between 0.5% and 4%. Check dams should be incorporated on slopes greater than 3%.
- Length: When used to convey and treat road runoff, the length simply parallels the road, and therefore should be equal to, or greater than the contributing roadway length.
- Flow Depth: A maximum flow depth of 100 mm is recommended during a 4 hour, 25 mm Chicago storm event.
- Side Slopes: Should be as flat as possible to aid in providing pretreatment for lateral incoming flows and to maximize the swale filtering surface. Steeper side slopes are likely to have erosion gullying from incoming lateral flows. A maximum slope of 2.5:1 (H:V) is recommended and a 4:1 slope is preferred where space permits.

PRE-TREATMENT

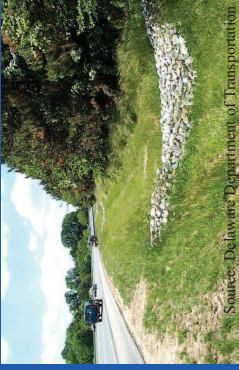
A pea gravel diaphragm located along the top of each bank can be used to provide pretreatment of any runoff entering the swale laterally along its length. Vegetated filter strips or mild side slopes (3:1) also provide pretreatment for any lateral sheet flow entering the swale. Sedimentation forebays at inlets to the swale are also a pretreatment option.

CONVEYANCE AND OVERFLOW

Grass swales must be designed for a maximum velocity of 0.5 m/s or less for the 4 hour 25 mm Chicago storm event. The swale should also convey the locally required design storm (usually the 10 year storm) at non-erosive velocities.

SOIL AMENDMENTS

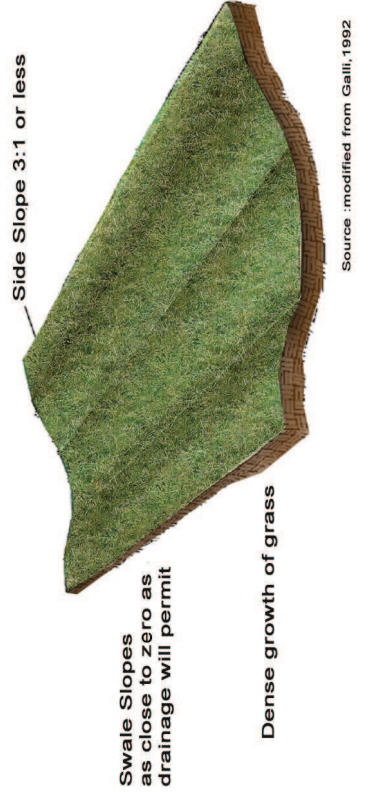
If soils along the location of the swale are highly compacted, or of such low fertility that vegetation cannot become established, they should be tilled to a depth of 300 mm and amended with compost to achieve an organic content of 8 to 15% by weight or 30 to 40% by volume.



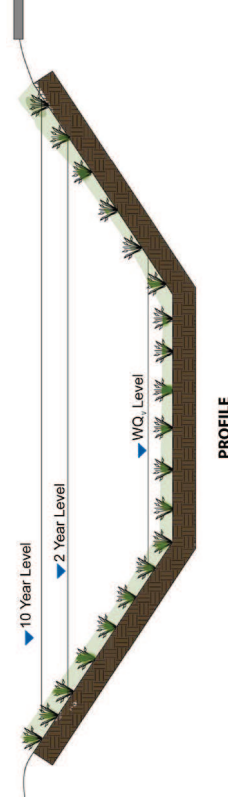
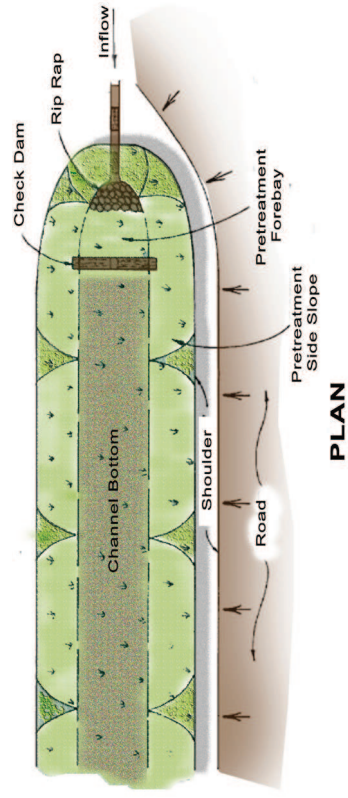
Source: Delaware Department of Transportation



Source: Seattle Public Utilities



PLAN VIEW OF A GRASS SWALE



PLAN AND PROFILE VIEWS

ABILITY TO MEET SWM OBJECTIVES

BMP	Water Balance Benefit	Water Quality Improvement	Stream Channel Erosion Control Benefit
Enhanced Grass Swale	Partial - depends on soil infiltration rate	Yes, if design velocity is 0.5 m/s or less for a 4 hour, 25 mm Chicago storm	Partial - depends on soil infiltration rate

GENERAL SPECIFICATIONS

Component	Specification	Quantity
Check Dams	Constructed of a non-erosive material such as suitably sized aggregate, wood, gabions, riprap, or concrete. All check dams should be underlain with geotextile filter fabric. Wood used for check dams should consist of pressure treated logs or timbers, or water-resistant tree species such as cedar, hemlock, swamp oak or locust.	Spacing should be based on the longitudinal slope and desired ponding volume.
Gravel Diaphragm	Washed stone between 3 and 10 mm in diameter.	Minimum of 300 mm wide and 600 mm deep.

CONSTRUCTION CONSIDERATIONS

Grass swales should be clearly marked before site work begins to avoid disturbance during construction. No vehicular traffic, except that specifically used to construct the facility, should be allowed within the swale site. Any accumulation of sediment that does occur within the swale must be removed during the final stages of grading to achieve the design cross-section. Final grading and planting should not occur until the adjoining areas draining into the swale are stabilized. Flow should not be diverted into the swale until the banks are stabilized.

Preferably, the swale should be planted in the spring so that the vegetation can become established with minimal irrigation. Installation of erosion control matting or blanketing to stabilize soil during establishment of vegetation is highly recommended. If sod is used, it should be placed with staggered ends and secured by rolling the sod. This helps to prevent gullies.

For the first two years following construction the swale should be inspected at least quarterly and after every major storm event (> 25 mm). Subsequently, inspections should be conducted in the spring and fall of each year and after major storm events. Inspect for vegetation density (at least 80% coverage), damage by foot or vehicular traffic, accumulation of debris, trash and sediment, and structural damage to pretreatment devices.

Trash and debris should be removed from pretreatment devices and the surface of the swale at least twice annually. Other maintenance activities include weeding, replacing dead vegetation, repairing eroded areas, dethatching and aerating as needed. Remove accumulated sediment on the swale surface when dry and exceeding 25 mm depth.

OPERATION AND MAINTENANCE

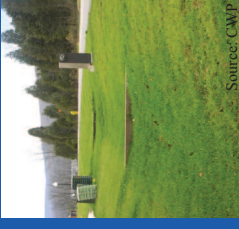
Generally, routine maintenance will be the same as for any other landscaped area; weeding, pruning, and litter removal. Grassed swales should be mown at least twice yearly to maintain grass height between 75 and 150 mm. The lightest possible mowing equipment should be used to prevent soil compaction. Routine roadside ditch maintenance practices such as scraping and re-grading should be avoided. Regular watering may be required during the first two years until vegetation is established. Routine inspection is very important to ensure that dense vegetation cover is maintained and inlets and pretreatment devices are free of debris.



Source: Sue Dongalson



Source: Sunshine Plumbing Engineers



Source: CWP

ENHANCED GRASS SWALES

PLANNING AND DESIGN GUIDE - FACT SHEET

SITE CONSIDERATIONS



Available Space
Grass swales usually consume about 5 to 15% of their contributing drainage area. A width of at least 2 metres is needed.



Site Topography
Site topography constrains the application of grass swales. Longitudinal slopes between 0.5 and 6% are allowable. This prevents ponding while providing residence time and preventing erosion. On slopes steeper than 3%, check dams should be used.



Drainage Area & Runoff Volume
The conveyance capacity should match the drainage area. Sheet flow to the grass swale is preferable. If drainage areas are greater than 2 hectares, high discharge through the swale may not allow for filtering and infiltration, and may create erosive conditions. Typical ratios of impervious drainage area to treatment facility area range from 5:1 to 10:1.



Soil
Grass swales can be applied on sites with any type of soils.



Pollution Hot Spot Runoff
To protect groundwater from possible contamination, source areas where land uses or human activities have the potential to generate highly contaminated runoff (e.g., vehicle fueling, servicing and demolition areas, outdoor storage and handling areas for hazardous materials and some heavy industry sites) should not be treated by grass swales.



Proximity to Underground Utilities
Utilities running parallel to the grass swale should be offset from the centerline of the swale. Underground utilities below the bottom of the swale are not a problem.

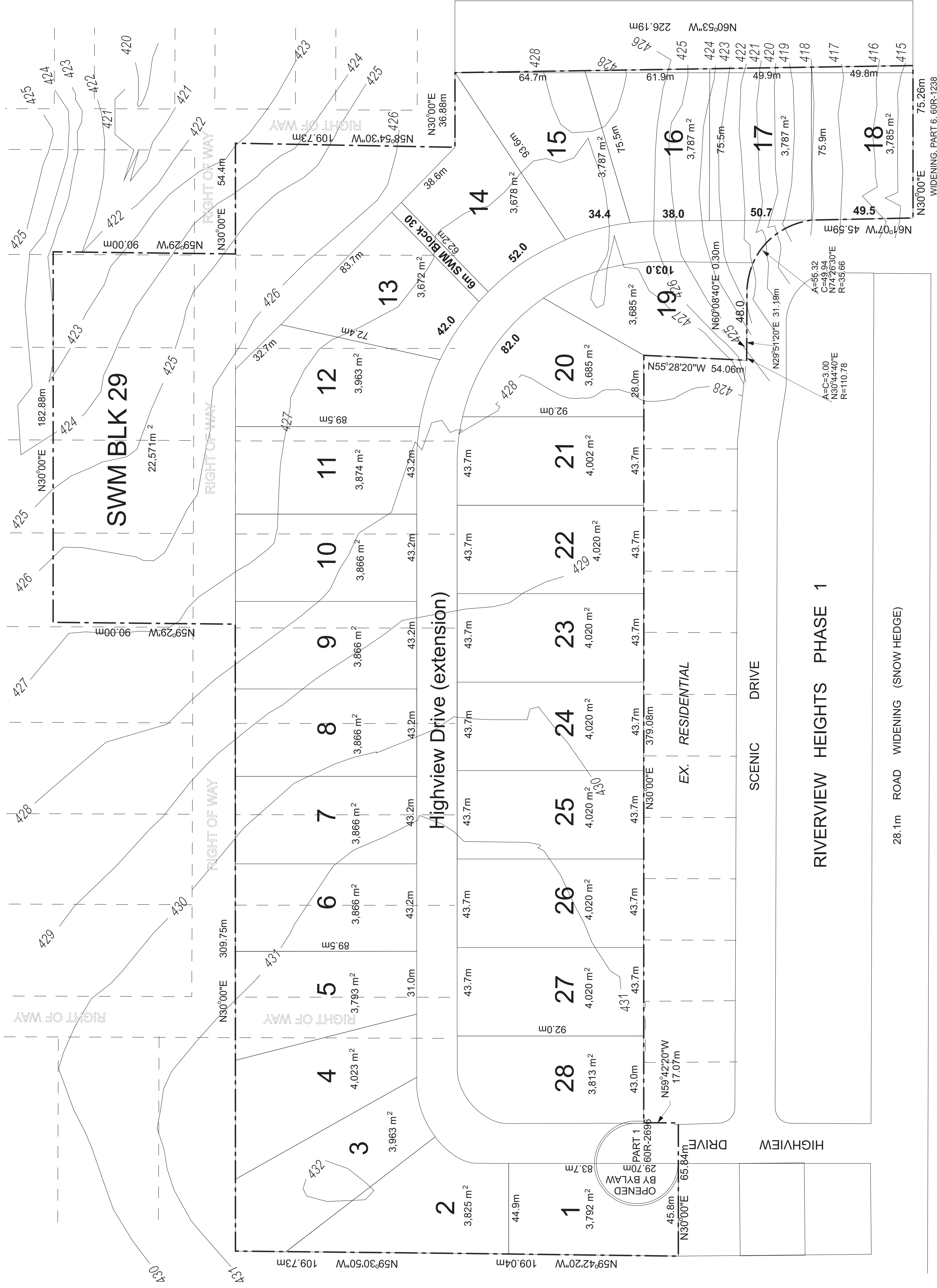


Water Table
The bottom of the swale should be separated from the seasonally high water table or top of bedrock elevation by at least one (1) metre.

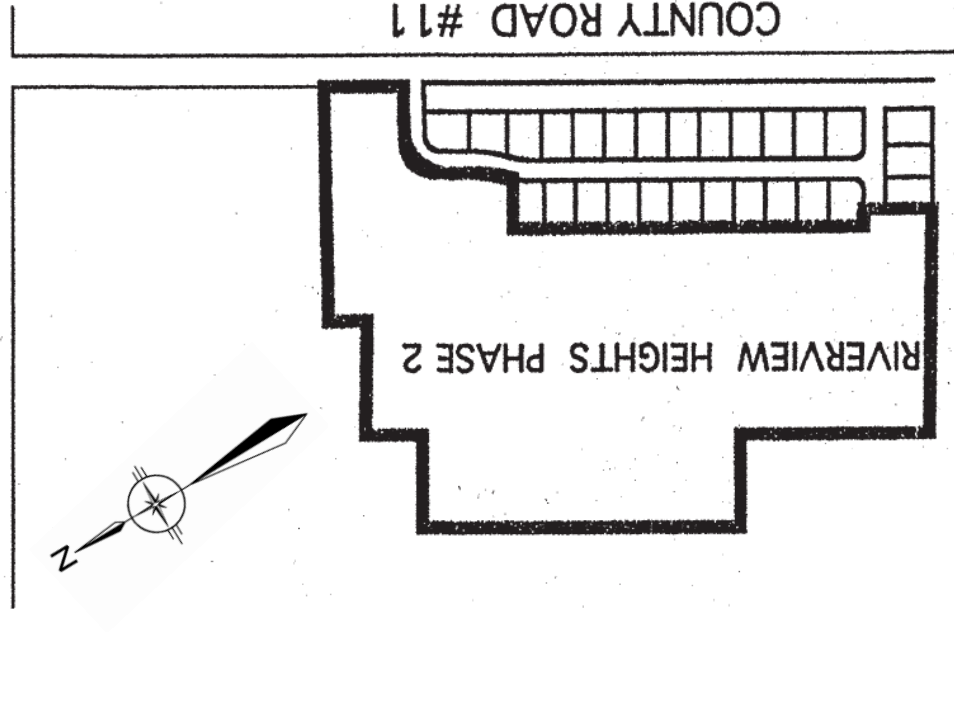


Setback from Buildings
Should be located a minimum of four (4) metres from building foundations to prevent water damage.

REDLINED DRAFT PLAN



KEY PLAN
Concession Road 12



Lot	Area	% of
1	3792	94%
2	3825	95%
3	3825	95%
4	4020	99%
5	3793	94%
6	3866	96%
7	3866	96%
8	3866	96%
9	3866	96%
10	3866	96%
11	3874	96%
12	3963	98%
13	3972	91%
14	3787	94%
15	3787	94%
16	3787	94%
17	3787	94%
18	3787	94%
19	3685	91%
20	3685	91%
21	4002	99%
22	4020	99%
23	4020	99%
24	4020	99%
25	4020	99%
26	4020	99%
27	4020	99%
28	3813	94%
SWM BLK 29	22571	
SWM BLK 30	1410	
TOTAL	144861	
Hectares	14.49	ha
Acres	34.77	ac

Note: Subject to Survey Confirmation

RIVERVIEW HEIGHTS
TOWNSHIP OF MAPLETON
WELLINGTON COUNTY

PROPOSED RED LINE REVISION
TO DRAFT PLAN No. 231-98003

LEGAL DESCRIPTION
Part of Lots 18 & 19 Concession 12,
former Township of Maryborough,
now Township of Baginbun, County of Wellington

DRAYTON B.G. INC.
3100 Steeles Ave. West, Suite 500
Vaughan, ON L4K 3R1
Tel: 905-695-1493
Fax: 905-695-1954

No.	Revision	Date	By	Rev.
1	ISSUED FOR REDLINE COMMENTS	12/2019	B.M.	B.M.
2	ISSUED FOR REDLINE APPROVAL	20/2020	B.M.	B.M.
3	ISSUED AS PER COUNTY COMMENT	24/2020	B.M.	B.M.
4				

CONVEYANCE CERTIFICATE
I, AUTHORISE BERARDO MARCOLLA TO PREPARE AND SUBMIT THIS
RED LINE REVISION OF DRAFT PLAN OF SUBDIVISION NO. 231-98003

BRUNO SCHICKELIANE
DRAYTON B.G. INC.
April 12, 2020

Strategic Consulting
1000
HORIZONTAL: 1:5000
VERTICAL: 1:5000

DRAWN BY: B.M.
CHECKED BY: B.M.
DATE: April 2020
DRAWING NO: 903-2B
REVISION NO: DP-R2

ADDITIONAL INFORMATION (UNDER SECTION 5(17) OF THE PLANNING ACT R.S.O. 1990)
CLAUSES b, c, f, g, i, AND j ARE AS SHOWN ON REDLINE PLAN
(g) Land boundary details as per draft plan of subdivision certified by J. Daniel McLeod, OLS on
May 1, 2006, and attached as drawing #247-202 to this redline plan
(h) agricultural, residential
(i) sand, gravel, loam
(j) no municipal services

COUNTY ROAD #11

28.1m ROAD WIDENING (SNOW HEDGE)

RIVERVIEW HEIGHTS PHASE 1

SCENIC DRIVE

EX. RESIDENTIAL

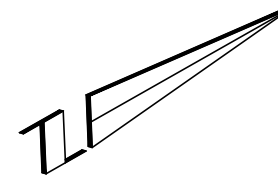
Highview Drive (extension)

SWM BLK 29

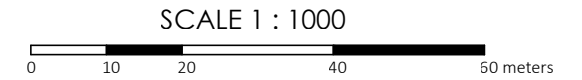
Schedule "C"
Cemeteries

DESCRIPTION	Current Fees	2021	% incr
Sale of Interment Rights			
Non-cremation lots:per grave (Care & Maintenance Fund included)	\$ 825	\$ 2,250	173%
Sale of Interment Rights			
Cremation lots in Cremation Gardens (2X2) (Care & Maintenance Fund included)	\$ 375	\$ 1,500	300%
Interment (charges to open & close a grave)			
Adult	\$ 550	\$ 900	64%
Child	nc	nc	nc
Cremated remains	\$ 250	\$ 400	60%
Additional Winter Charges (Dec 1 to Apr 15)			
Weekdays 10am - 3pm			
Full Grave	\$ 650	\$ 650	0%
Cremated Remains	\$ 400	\$ 400	0%
Additional Charge, Holidays & Weekends (as approved by Director of Public Works) 10am-2pm	\$ 500	\$ 500	0%
* if burial is to be double interment in a single grave - one and 1/2 times the Basic Charge			
Disinterment	Double the interment charge		
Installation of Markers, Monuments and Corner Posts	Based on size: \$21 per cubic foot	Based on size: \$25 per cubic foot	
Foundation cost - as per chart below			
Foundation 42"x 18"x 60"	\$ 650	\$ 775	19%
Foundation 42"x 20"x 60"	\$ 700	\$ 850	21%
Foundation 44"x 20"x 60"	\$ 750	\$ 900	20%
Foundation 66"x 20"x 60"	\$ 1,100	\$ 1,325	20%
Care & Maintenance fees included in monument pricing & corner posts			
Flat marker measuring less than 173 sq.inches	nc	nc	nc
Flat marker measuring at least 173 sq. inches	\$ 50	\$ 50	0%
Monument up to 4 feet in height or width	\$ 100	\$ 100	0%
Monument larger than 4 feet in height or width	\$ 200	\$ 200	0%
Corner posts may be ordered by the Township and engraved as follows:	\$ 200	\$ 200	0%
* 3 corner posts first initial of family last name			
* 4th corner post location of plot (i.e., Z 50 A-D (in Drayton) A 50 A51 (in Hollen))			
<i>Delivered and installed by the Municipality at no additional charge</i>			
Staking/Inspection fee on application for installation of monument marker	\$ 75	\$ 75	0%
Storage			
If human remains to be interred in Mapleton Cemetery Storage of human remains in vault chapel.	nc	nc	nc
If human remains to be interred elsewhere than in Mapleton Cemetery Storage of human remains in vault in chapel.	\$ 70	\$ 200	186%
Transfer Fee			
For all services and documents in connection with transfer of ownership of lot and new Certificate of Interment Rights to be issued.	\$ 40	\$ 125	213%

Item 7.3
November 24, 2020

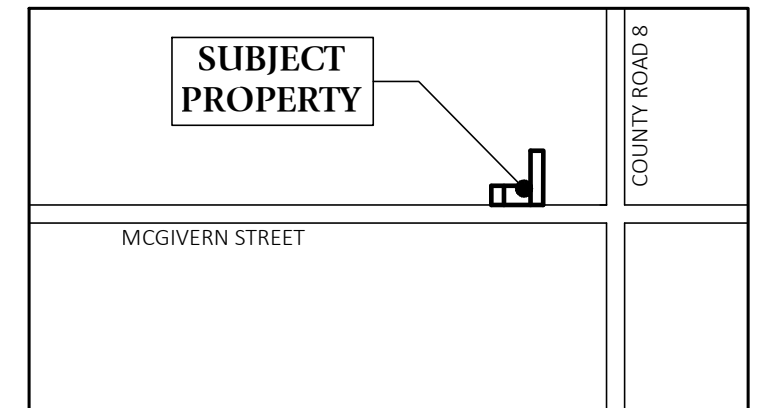


SEVERANCE SKETCH
PART OF LOT 9, CONCESSION 10
GEOGRAPHIC TOWNSHIP OF MARYBOROUGH
TOWNSHIP OF MAPLETON
COUNTY OF WELLINGTON



SCALE 1 : 1000
VAN HARTEN SURVEYING INC.

KEYMAP



NOTES:

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED AGRICULTURAL 31.275.
3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF PRIME AGRICULTURAL & CORE GREENLANDS.
4. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
5. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.
6. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.

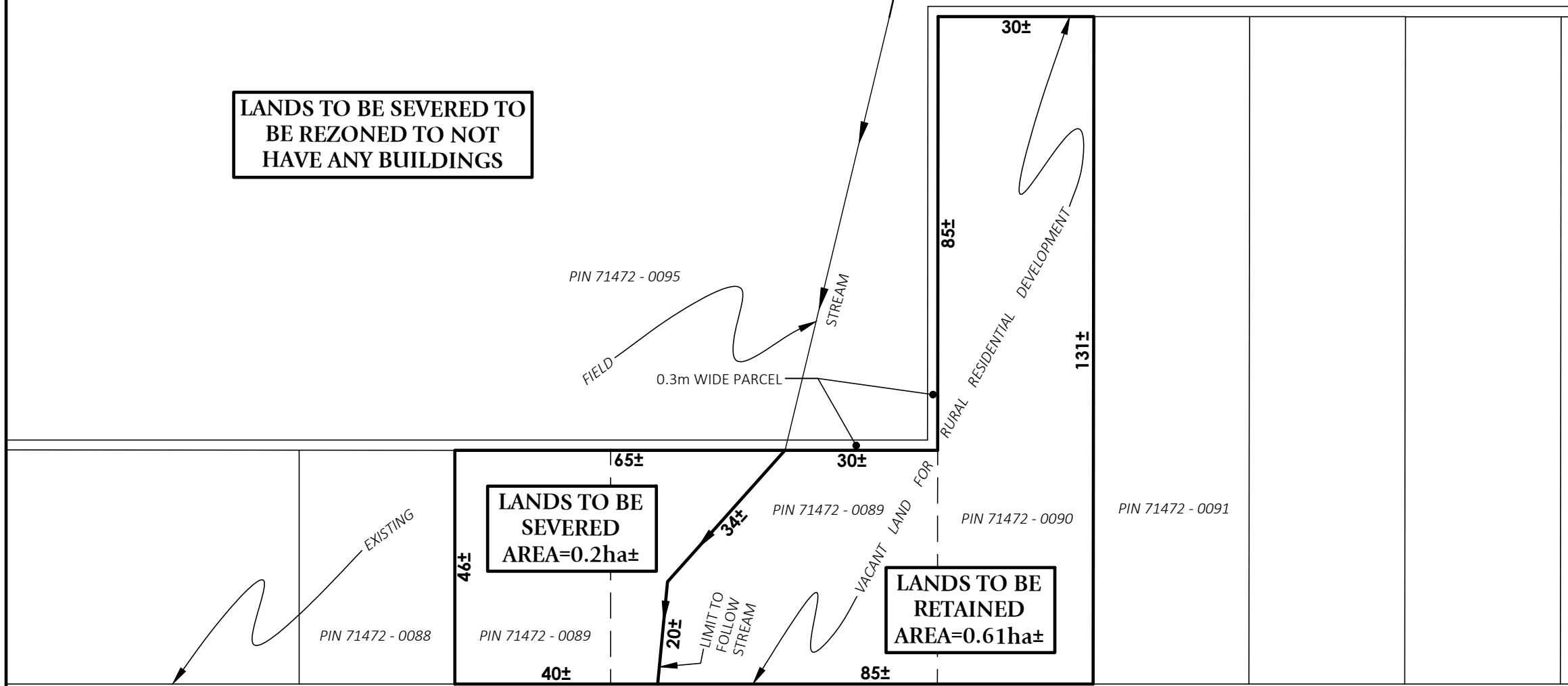
THIS SKETCH WAS PREPARED ON
THE 17th DAY OF NOVEMBER, 2020

JEFFREY E. BUISMAN
ONTARIO LAND SURVEYOR

**LANDS TO BE SEVERED TO
BE REZONED TO NOT
HAVE ANY BUILDINGS**

**LANDS TO BE
SEVERED
AREA=0.2ha±**

**LANDS TO BE
RETAINED
AREA=0.61ha±**



WELLINGTON ROAD No. 10

Van Harten
SURVEYING INC.
LAND SURVEYORS and ENGINEERS

Kitchener/Waterloo Ph: 519-742-8371	Guelph Ph: 519-821-2763	Orangeville Ph: 519-940-4110
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www.vanharten.com info@vanharten.com

DRAWN BY: ARN CHECKED BY: JEB PROJECT No. 28940-20

Nov 17, 2020-10:08:44 AM 27 of 117
G:\MARYBOROUGH\con10\ACAD\SEV LOT 9 (VAN SOEST) UTM.dwg

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CAO CLERK'S REPORT CL2020-22

TO: Mayor Davidson and Members of Council
FROM: Manny Baron, CAO
RE: Consulting Engineers Client Agreement
DATE: November 24th, 2020

RECOMMENDATION:

THAT CAO's Report CL2020-22, dated November 24th, 2020 with regards to the Consulting Engineers Client Agreement be received.

AND THAT Council direct the Mayor and CAO to execute the agreement on behalf of Mapleton Township.

BACKGROUND:

On October 13th, 2020 the council of the Township of Mapleton directed staff to engage CIMA+ as the consulting engineers for the overall water/wastewater project. This requires an agreement to be signed by both parties and includes:

- General Conditions
- Services to be provided
- Fees and Disbursements
- Form of Agreement
- Schedules

This is required for CIMA+ to formally begin their duties as our consultants.

CONSULTATION:

CIMA+

Attachments:

Client/Engineer Agreement for Professional Consulting Services

COMMUNICATION:

Once approved by Council we will coordinate counter signatures with Tom Montgomery, Regional Vice-President, Ontario.

STRATEGIC PLAN:

Municipal Infrastructure: Enhancing the infrastructure to better meet the population growth in Mapleton.

The Local Economy:

Recreation: N/A

Municipal Administration: Ensuring all legal requirements are being met to protect the Township of Mapleton.

Financial Responsibility: N/A

Prepared by
Manny Baron
CAO

Attach:

- i) Client/Engineer Agreement

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2019
(VERSION 3.0)

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the ____ day of _____ 20 ____

-BETWEEN-

Hereinafter called the 'Client'

-AND-

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Consulting Engineers of Ontario (CEO)

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$_____ per occurrence and in the aggregate for general liability and \$_____ for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$_____ per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Maieure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of _____% of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

- 1) Negotiation
 - a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

<u>TYPE OF SERVICE</u>	<u>PERCENTAGE</u>

3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ___% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$_____ plus, applicable taxes made up as follows:
- (i) \$_____ plus, applicable taxes for Core Services as described in Schedule A; and,
- (ii) \$_____ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ___%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 Fees Calculated on a Percentage of Cost Basis

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of ___% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: _____

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This _____ Day of _____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

CLIENT: _____

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This _____ Day of _____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

--

Attached
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (✓).

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CAO CLERK'S REPORT CL2020-23

TO: Mayor Davidson and Members of Council
FROM: Manny Baron, CAO
RE: Elevated Water Tank
DATE: November 24th, 2020

RECOMMENDATION:

THAT CAO's Report CL2020-23, dated November 24th, 2020 with regards to the Elevated Water Tank be received for information.

BACKGROUND:

For many years the Township of Mapleton has been working towards erecting an elevated water tank, with the recent and anticipated growth needs in parts of Mapleton, the water tower has become a high priority, not only to accommodate the growth but more importantly, to ensure we have adequate fire flows to ensure the safety of our residents.

In consultation with CIMA+ and a shared understanding of the importance of erecting the tower, they have put together a Design and Consultation schedule that demonstrates the necessary steps and timelines to completion. In general, we are aiming to create a bid package by March 24th, 2021 and Commissioning in May-June of 2022.

Included with this report is a detailed presentation with particulars and associated timelines.

We plan on inviting a representative from CIMA+ to give council details at various stages of the project to ensure members of council are kept up to date.

CONSULTATION:

CIMA+

Attachments:

Elevated Water Tank Design and Construction Scheduling.

COMMUNICATION:

Ongoing communication with staff and council to ensure timelines are met.

CL2020-23
Elevated Water Tank
STRATEGIC PLAN:

Municipal Infrastructure: Enhancing the infrastructure to better meet the population growth in Mapleton.

The Local Economy:

Recreation: N/A

Municipal Administration: Working in tandem with CIMA+ to adhere to the schedule.

Financial Responsibility: N/A

Prepared by
Manny Baron
CAO

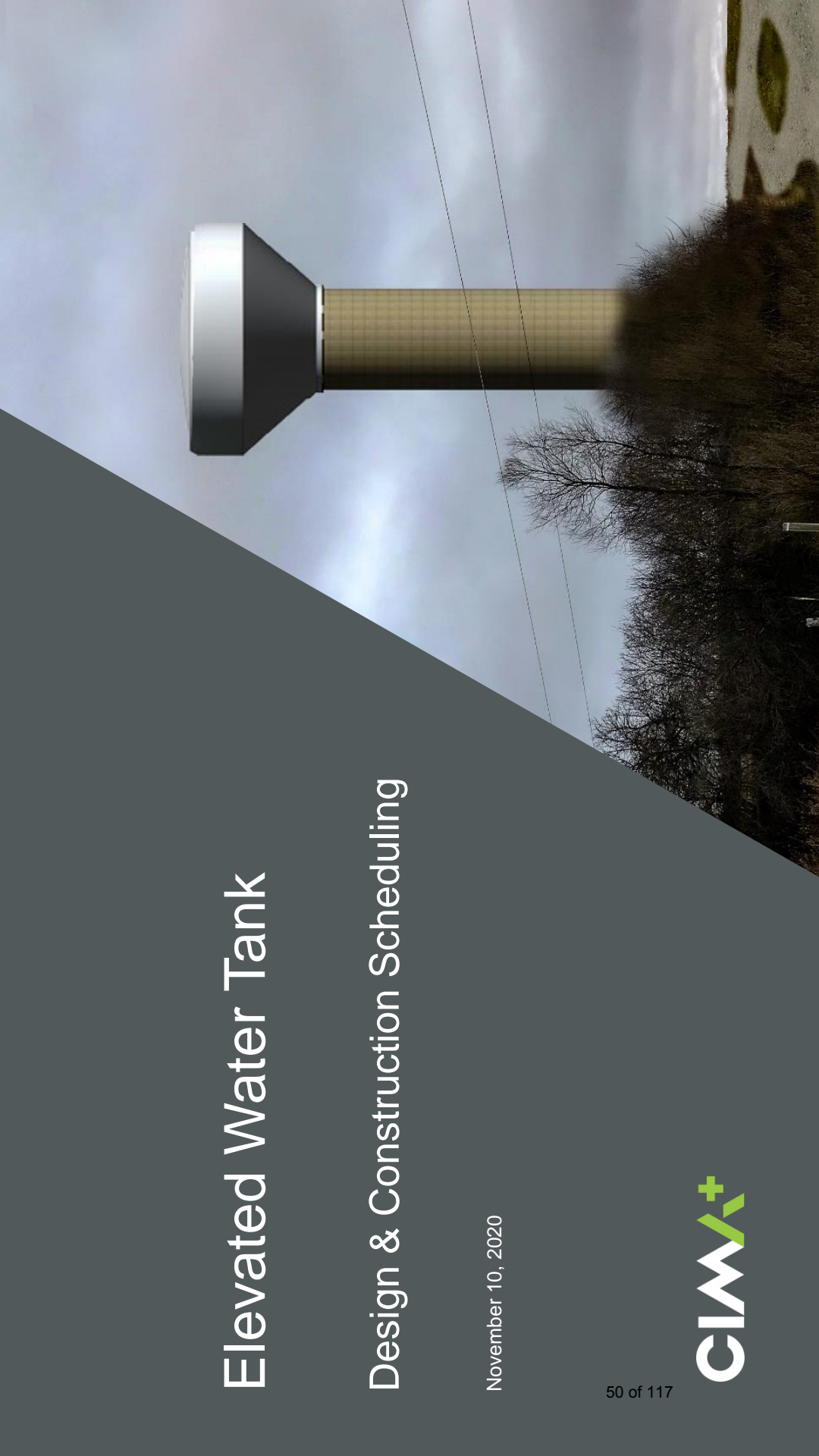
Attach:

- i) Elevated Water Tank Design and Construction Scheduling.

Elevated Water Tank

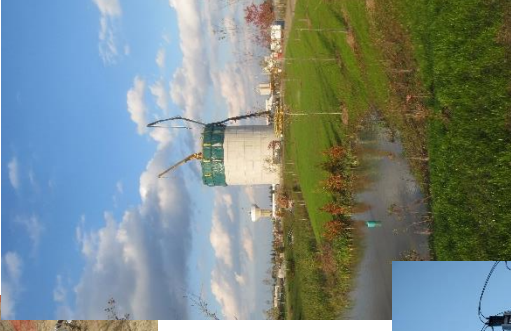
Design & Construction Scheduling

November 10, 2020



Expected Construction Sequence & Duration (52 Weeks)

- **Shop Drawing Review / Site Mobilization (6 - 8 Weeks)**
- **Foundation Construction (3 Weeks)**
- **Pedestal Construction (14 Weeks)**
 - Slip forming with 1 lift every 2 or 3 days
 - Pedestal dome construction
- **Storage Cell Construction (15 Weeks)**
 - Storage cell cone and shell constructed on ground, then hoisted in place with hydraulic jacks supported on the dome
 - Access tube and roof construction to finish the tank
- **Coating Application (3 Weeks at Grade, 8 Weeks Elevated)**
 - Exterior applied on ground
 - Interior sprayed in place at completion



- **Valve Room / Pedestal Construction (6 – 8 Weeks)**

- Complete internal components and commission the facility

- **Yard Works / Piping**

- Overflow Detention Pond, Yard Piping, Landscaping



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Drayton Elevated Tank Preliminary Schedule

- Bid Package & bid call: March 24, 2021
- Award: by April 30, 2021 (subject to approvals)
- Mobilization & shop drawings: May 3 - June 18, 2021
- Site grading and elevated tank foundation: June 7 - July 9, 2021
- Concrete pedestal & top slab: July 12 - September 30, 2021
- Steel tank fabrication and erection: October 4 - December 16, 2021
- Interior and exterior coatings: April 18 – June 9, 2022
- Testing & Commissioning / Completion: May 2 - June 30, 2022

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Inspection and Contract Administration

- **Site Inspection**
 - Daily construction inspection
 - Construction Documentation Including: Site Diary, Daily Inspection Reports, Weekly Inspection Report Summaries for Municipality
 - Site Photographs
 - Coordination of geotechnical testing and specialized third-party inspection firms, as required
 - Review of third-party inspection reports & verification of work
 - Expected Hours: 1,837 hours
- **Contract Administration**
 - Internal coordination: Shop Drawing Review, RFI, CCN, COs
 - Bi-Weekly Site Meeting
 - Payment Certificates
 - Coordination with the Municipality
 - Claim Analysis and Resolution
 - Expected Hours: 500 hours

53 of 117



Specialized Inspection Services:

SOILS & MATERIALS TESTING

(Carried under Geotechnical Allowance)

- **Support during foundation, pedestal and pedestal dome construction**
 - Footing Base Evaluation Report prior to foundation construction
 - Design Net Bearing Pressure (kPa) verification / Geotechnical Report Verification
 - Linear shrinkage tests on structural concrete mixes
 - Compressive strength tests of concrete:
 - 4 cylinders cast and tested for foundation and slab concrete placement (7, 14, 2x28)
 - 5 cylinders cast and tested for each pedestal lift (1, 3, 7, 2x28)
 - Material testing of concrete during placement:
 - Air content
 - Temperature & Cast-in-Place Temperature Probes
 - Slump
 - Overall quality check

- **Granular / Asphalt Material Testing**

- In-situ soil verification
- Compaction testing
- Aggregate sieve analysis, moisture content, unit weight, bearing capacities, shear strength, Atterberg limit
- Marshall compliance testing



Specialized Inspection Services:

STEEL AND WELDING INSPECTION

(Performance specified or independent 3rd Party)

- Canadian Welding Bureau (CWB) Certified

Specialists

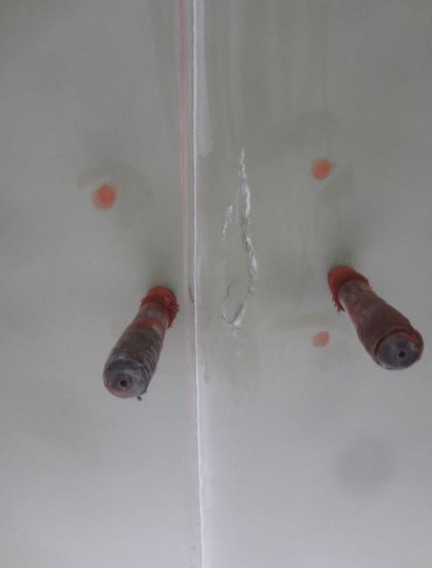
- Welding / Steel Inspection at Critical

Construction Points Including:

- Welder Certification Review at start of job
 - Steel Mill Inspection
 - Inspection of fabrication and fit-up of storage cell plates
 - On-site fabrication / visual inspection of welds / weld map for construction
 - Non-Destructive testing (X-Ray, Ultrasound and Magnetic Particle Test)
- Approximately 15 to 25 site visits required



Weld Defect – Repairs Required



Magnetic Particle Test in Progress

Specialized Inspection Services:

PROTECTIVE COATING INSPECTION

(Performance specified or independent 3rd Party)

- National Association of Corrosion Engineers (NACE) / Society for Protective Coatings (SSPC) Certified Specialists
 - Coating Inspections at Critical Points (Milestones) of the Coating Application Process:
 - Blast and Coating Equipment Checks
 - Surface Preparation Verification (Steel blast profile / cleanliness / previous coating application)
 - Verification of dry film thickness (DFT) and application quality
 - Deficiency Rectification and Repairs
 - Holiday testing of Interior Lining System
 - Report completed at each inspection – used to document the coating application progress
 - Proven, cost-effective method of coating inspection
 - Approximately 20 to 30 inspections.



Holiday Testing of the Interior Lining System

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CAO CLERK'S REPORT CL2020-24

TO: Mayor Davidson and Members of Council
FROM: Manny Baron, CAO
RE: Cloud Migration
DATE: November 24th, 2020

RECOMMENDATION:

THAT CAO's Report CL2020-24, dated November 24th, 2020 with regards to the Cloud Migration server be received for information;

AND THAT Council bring forward the purchase of a cloud-based server from the 2021 budget to ensure complete business continuation should we be locked down for a second time.

BACKGROUND:

The township of Mapleton is currently engaged with CopperTree as its IT service provider. Part of their responsibilities is to ensure the various IT components and equipment is kept in good working condition and continues to meet our technical needs. They also create a replacement schedule to ensure there are no business interruptions.

In 2021 we are scheduled to replace the current server, which is physically located in the server room to a cloud-based server that would help eliminate possible outages due to equipment failure or power outages, etc.

With the possibility of moving to the RED ZONE of Ontario's COVID-19 Response Framework, we would like to upgrade to a cloud based server as quickly as possible so that staff working from home can demonstrate seamless service to our rate payers.

The cost of the migration is \$48,218 with a contingency of \$10,500. Additionally, there is a monthly cost of \$800.

CONSULTATION:

CopperTree IT Consultants
Mapleton's EOC

Attachments:

Cloud Migration Quote

COMMUNICATION:

Internal communications will be important to ensure the project sees no delays.

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

Attach:
i) Cloud Migration Quote

VERSION 1.1
NOVEMBER 6, 2020



TOWNSHIP OF MAPLETON

CLOUD MIGRATION

PRESENTED BY: SABI DHAWAN
610 MCMURRAY RD. UNIT 2, WATERLOO ON, N2V 2E7

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SECTION 1

INTRODUCTION AND EXECUTIVE SUMMARY

Sabi Dhawan

CopperTree Solutions Inc.
610 McMurray Rd. Unit 2,
Waterloo, ON N2V 2E7

November 6, 2020

Manny Baron

Township of Mapleton
7275 Sideroad 16
P.O. Box 160
Drayton, ON N0G 1P0
Canada

Dear Manny Baron

Thank you for giving us the opportunity to work with you.

This document provides our proposal for the infrastructure upgrade to be performed for Frey Building Contractors.

OBJECTIVES

- ❖ Move existing infrastructure to the Microsoft Azure Cloud located in Canada
- ❖ Move existing file structure to the SharePoint cloud
- ❖ Replace the existing switch with new Unifi Switch
- ❖ Replace 2 EOL Wireless AP

EXECUTIVE SUMMARY

CopperTree Solutions Inc. is presenting this Scope of Work (SOW) to *Township Of Mapleton*. ("Client") for the purpose of implementing an updated IT Infrastructure to replace current dated hardware.

SECTION 2

PROJECT SCOPE

SCOPE OF WORK

Township of Mapleton Infrastructure Cloud Migration		212
Setup Virtual Servers in Azure for each existing server		
Migrate Data from existing Servers to the cloud environment		
Migrate Line of Business Apps to the cloud infrastructure		
Migrate user files to SharePoint (Cloud)		40
Replace end of Life Access Points and Switch		16
Total Cloud Migration Changes		268

PROJECT ASSUMPTIONS AND EXCLUSIONS

The project team may need to revisit this SOW should it encounter any change in the scope assumptions and exclusions noted below.

1. Vendor support is required to move line of business applications.
2. The time and cost to migrate Line of Business Applications may vary based on vendors requirement

STANDARD ASSUMPTIONS

1. CopperTree Solutions Inc. project manager or consultant will be the primary contact for any questions or concerns that the Client may have during this engagement.
2. Work and travel for this project will not begin until both parties agree to the project scope and costs.
3. CopperTree Solutions Inc. and the Client will regularly review project status, schedule, and issues during the engagement.
4. CopperTree Solutions Inc. and the Client agree to cooperate in good faith to provide the services and attain the deliverables outlined in this SOW in a timely and professional manner. CopperTree Solutions Inc's ability to provide services and attain deliverables depends on the active participation of, and access to, appropriate Client resources.
5. All work will be executed via a combination of onsite and remote activities.
6. CopperTree Solutions Inc. shall not take responsibility for any product or service performed that is not provided by CopperTree Solutions Inc or our sub contractors.
7. CopperTree Solutions Inc. shall not take responsibility for any errors, incompatibilities or defects in third-party software or network devices. Any errors, incompatibilities, or defects in such software or devices may add time and cost to the project.
8. CopperTree Solutions Inc. is not responsible for delays, errors, or omissions caused or incurred by other parties outside its control. Such delays, errors, or omissions may increase the time and cost of the project.
9. This SOW shall expire 30 days from the SOW date listed above unless signed in which case it would be applicable for the duration of the engagement.
10. Unless otherwise stated, CopperTree Solutions Inc. and contractors will perform all work outlined in this SOW.

MUTUAL RESPONSIBILITIES

1. Each of CopperTree Solutions Inc. and Client shall respectively designate a primary project contact. This person shall: handle and monitor all communications related to this project and; have the authority to act on the matters regarding this project.
2. The Client shall grant CopperTree Solutions Inc. adequate and reasonable access to its network, servers and end-user PCs where necessary.

3. The Client shall provide CopperTree Solutions Inc. staff adequate working space where they are on-site.
4. The Client's employees shall answer CopperTree Solutions Inc. questions and provide information concerning the project on a timely basis. Delays may impact the time and cost of the project.
5. CopperTree Solutions Inc. and the Client shall ensure that each other is notified of any issues that may affect this SOW.

TERMS AND CONDITIONS

PROFESSIONAL FEES

In consideration for the Services, the Client shall pay to CopperTree Solutions Inc. the fees as outlined in this scope of work, together with all applicable taxes. In addition to the fees in this scope of work, the Client shall also reimburse CopperTree Solutions Inc. for all pre-approved reasonable expenses incurred in connection with the provision of the Services provided that CopperTree Solutions Inc. submits to the Client expense statements and copies of bills and receipts for such expenses. CopperTree Solutions Inc. proposes to invoice the Client on a NET INVOICE basis for its fees, expenses and applicable taxes hereunder. Invoicing for Time & Materials projects is done on a semi-monthly basis.

NON-DISCLOSURE

In connection with the provision of the scope of work, each party, including sub-parties (the "Receiving Party") acknowledges that, in the performance of this Agreement, it may come into possession of confidential and proprietary information of the other party (the "Disclosing Party") and its clients. The Receiving Party will hold such confidential information in strictest confidence and agrees not to release it to any individual or entity, whether employee, subcontractor or subcontractor's employee without prior consent from the Disclosing Party, save and except as may be required by law, in the pursuit of this Agreement, or regulatory requirements. As used herein, "confidential information" means all data, reports, financial statements, interpretations, forecasts, agreements and records and all other information, whether written, oral or otherwise, containing or otherwise reflecting information concerning either party, its affiliates and subsidiaries, which is not available to the general public.

Each party acknowledges and agrees that it shall only use the confidential information for the purposes for which it was provided under this Agreement and for no other purpose.

Each party shall be responsible for maintaining the security of such confidential information and for complying with all relevant legislation, regulations and laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and/or applicable provincial privacy legislation.

EMPLOYEE

The Client will not, during the term of this Agreement and for a period of twelve (12) months after the termination of all statements of work, directly or indirectly solicit for employment or directly or indirectly employ any person who is an employee of CopperTree Solutions Inc. or its permitted subcontractors and assignees.

LIMITATION OF LIABILITY

Except for gross negligence, neither party will be liable to the other for any special, indirect, incidental or consequential damages of any type, including but not limited to lost profits or lost data, arising out of or in connection with this Agreement or the services, or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if one or the other of us have been advised of the possibility of the damage, and even if one of us asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Except for gross negligence, under no circumstances will CopperTree Solutions Inc. be liable to the Client for any amount in excess of the services fee under the applicable statement of work for the twelve-month period immediately preceding the action that gives rise to Client's claim. This limitation of liability applies to all types of legal theories, including contract, tort, professional liability, product liability, warranty, or anything else.

Both parties agree to indemnify and save harmless the other from losses suffered or incurred by either party as a result of or arising directly or indirectly out of or in connection with intentional misrepresentation, gross negligence or intentional misconduct by the other party or its subcontractors.

CONFIDENTIALITY OF REPORT

To protect the confidentiality of CopperTree's IT Security Assessment process Township Of Mapleton. employees and board members. A separate document outlining findings (but excluding methods and methodologies of how information was collected) will be provided for sharing with IT vendors and other third parties.

SECTION 3

PRICING

PRICING

The following table contains the costs for the project. The costs are broken down based on the type of work and assigned resource rates.

This is a time & material engagement. Labour will be billed based on actual hours.

Estimated IT Installation: Estimated 228 hrs	\$39,900
Unifi 24 Port Manageable Switch	\$632.44
2 – Unifi Wirless AP	\$685.80
Sharepoint Migration 40 hours	\$7,000
TOTAL SETUP COST:	\$48,218.24
~ 60 hours CONTINGENCY:	\$10,500
Included Hardware and Software:	
Unifi 24 port Switch	
2 Wireless Access Points Mesh Pro	

Monthy Ongoing cost

Azure Virtual Server - \$800 / month appx (\$48,000 over 5 years)

PRICING ASSUMPTIONS

1. The cost does not include any cost incurred by the vendor .
2. Hardware and software will be invoiced upfront and must be paid in full before the project begins.
3. Labour will be invoiced weekly based on the work completed by the resources.
4. All past due invoices must be paid in full before the project begins.
5. All payments are due upon receipt.
6. 13% HST will be charged in addition to the costs provided above.
7. All prices above are in Canadian Dollars unless specified otherwise.

DOCUMENT APPROVAL

CopperTree Solutions Inc. and Township Of Mapleton. ("The Client") acknowledge and agree to the terms, conditions, and obligations contained in this SOW. The terms, conditions, and obligations of this Agreement may be revised as mutually agreed between the parties at any time during the term of the Agreement.

APPROVAL:

CopperTree Solutions Inc.

Full Name

Title

Signature

Date

Township Of Mapleton.

Full Name

Title

Signature

Date

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
CAO CLERK'S DEPARTMENT REPORT CL2020-25

TO: Mayor Davidson and Members of Council
FROM: Larry Wheeler, Clerk
RE: Security Reduction Request - Drayton Heights 5B (23T-02001)
DATE: November 24, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Clerk's Report CL2020-25 dated November 24, 2020 regarding Security Reduction Request – Drayton Heights 5B;

AND FURTHER THAT Council undertake to have staff reduce the amount of the developer's Letter of Credit from \$531,000 to \$183,000.

BACKGROUND:

On November 9, 2020 the Project Engineer at Stantec Consulting, on behalf of developer Activa Holdings Inc. formally requested that Mapleton lower the value of their Letter of Credit from \$531,000 to \$170,000 (attachment 2). Carley Dixon (P.Eng) of Burnside Engineering reviewed the request and agreed a reduction in securities was in order. She has submitted a revised calculation table (attachment 1) indicating a minimum security amount of \$183,00 be held, subject to the following conditions:

- The Township solicitor confirming there are no registered liens or outstanding claims against the subject lands; and
- The Township verify all administrative matters, including the payment of any outstanding charges and invoices by Activa Holdings Inc.

PREVIOUS PERTINENT REPORTS:

n/a

DISCUSSION:

We concur with Carley's recommendation to reduce the Letter of Credit to \$183,000. Additionally, all Activa Holdings Inc property tax accounts are paid in full, and the Developer's deposit in Accounts Receivable for invoices and charges is in credit.

CONSULTATION:

Steve Kapolnas (P.Eng) Stantec Consulting Ltd
Carley Dixon, R.J. Burnside & Associates Limited
Sam Mattina, Director of Public Works

FINANCIAL IMPLICATIONS:

The Letter of Credit being held as security for Drayton Heights Phase 5B subdivision will be reduced by \$348,000 from \$531,000 to 183,000.

COMMUNICATION:

Upon Council approval we will communicate the decision to Mr. Dave Peres, Developer, Activa.

Prepared By:
Larry Wheeler
Clerk

Reviewed By:
Manny Baron
CAO

Attachments:

1. Burnside letter dated Nov 12th, 2020 plus calculation table
2. Stantec letter dated Nov 9th, 2020 plus calculation table



November 12, 2020

Via: Email

Mr. Manny Baron
CAO
Township of Mapleton
7275 Sideroad 16
Drayton, ON N0G 1P0

Dear Manny:

**Re: Drayton Heights Phase 5B (23T-02001)
Letter of Credit Reduction Recommendation No. 1
Project No.: MSO130860.0003**

We received a request for a reduction in securities for the above noted development. The developer's engineering consultant, Stantec, prepared the request and submitted it via email on November 9, 2020. The request is to reduce the amount of securities to \$170,000.

The works noted as completed in Stantec's correspondence is consistent with what has been generally observed on site. We have reviewed the request and find that the necessary information has been provided in accordance with the Subdivision Agreement between the Township and the Developer and accordingly we have no objection to recommending a reduction in securities held by the Township.

The attached calculation sheet determines that securities in the amount of \$183,000 would be sufficient to ensure the completion and/or rectification of all maintenance works during the remainder of the guaranteed maintenance period. There was a discrepancy in how the engineering and contingency was calculated in Stantec's calculation sheet. We have attached a revised calculation sheet which shows a minimum security amount of \$183,000 required.

Summary

In summary, it is recommended that a security in the amount of no less than **\$183,000** be held subject to the following:

- The Township solicitor confirming there are no registered liens or outstanding claims against the subject lands; and
- The Township verify all administrative matters, including the payment of any outstanding charges and invoices by Activa Holdings Inc.

Should you have any questions please contact me.

Yours truly,

R.J. Burnside & Associates Limited



Carley Dixon, P.Eng.
CD:js

Enclosures: 1. Request for LC reduction and Security Calculation – Stantec
 2. Statutory Declaration of Accounts Paid – Activa Holdings Inc.
 3. Summary of LC reduction calculation – Burnside
 4. Certificate of Substantial Performance

cc: Larry Wheeler, Clerk, Township of Mapleton (Via: Email)
 Sam Mattina, Director of Public Works, Township of Mapleton (Via: Email)
 Peter Fitzgerald, Developer's Engineer, Stantec (Via: Email)
 Dave Peres, Developer, Activa (Via: Email)

MSO130860_Drayton Heights Phase 5B Security Reduction Request No. 1
12/11/2020 4:07 PM



**Drayton Heights Phase 5B
Security Requirement Calculations - Reduction No. 1
Drayton, Township of Mapleton**

No.	Item	Original Amount	Amount Complete	Amount Remaining		L.C. Amount Required
1.0	Sanitary Sewer	\$67,203.00	\$67,203.00	\$0.00	15%	\$10,080.45
					100%	\$0.00
	Sub-Total Section 1.0					\$10,080.45
2.0	Watermain	\$96,400.00	\$96,400.00	\$0.00	15%	\$14,460.00
					100%	\$0.00
	Sub-Total Section 2.0					\$14,460.00
3.0	Storm Sewer	\$74,513.00	\$74,513.00	\$0.00	15%	\$11,176.95
					100%	\$0.00
	Sub-Total Section 3.0					\$11,176.95
4.0	Electrical Servicing	\$18,900.00	\$18,900.00	\$0.00	15%	\$2,835.00
					100%	\$0.00
	Sub-Total Section 4.0					\$2,835.00
5.0	Road Works	\$98,510.00	\$98,510.00	\$0.00	15%	\$14,776.50
					100%	\$0.00
	Sub-Total Section 5.0					\$14,776.50
6.0	Surface Works	\$105,405.00	\$0.00	\$105,405.00	15%	\$0.00
					100%	\$105,405.00
	Sub-Total Section 6.0					\$105,405.00
7.0	Engineering and Contingencies	\$69,139.00	\$53,328.25	\$15,810.75	15%	\$7,999.24
					100%	\$15,810.75
	Sub-Total Section 7.0					\$23,809.99

Letter of Credit Required Required for registration of the subdivision agreement \$530,070.00
 Letter of Credit Required Required for registration of the subdivision agreement (Rounded) \$531,000.00

Required Letter of Credit after approved reduction (ROUDNED) \$183,000.00

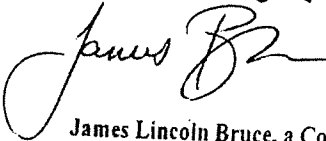
STATUTORY DECLARATION

IN THE MATTER OF the completion of servicing in connection with respect to the Drayton Heights Subdivision, Phase 5B (R.P. 61M-234) in the Township of Mapleton.

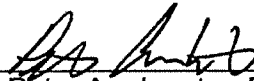
I, Peter Armbruster, of the City of Waterloo, in the Region of Waterloo, so solemnly declare:

1. That I am the Vice President of Activa Holdings Inc. and, as such, have knowledge of the matter hereinafter declared.
2. To the best of my knowledge and belief, all of the charges and invoices in connection with the installation, construction, maintenance and repair of the Works within the Drayton Heights Subdivision, Phase 5B (R.P. 61M-234) to the date of the progress certificate have been paid and that there are no outstanding claims.

SWORN before me at the City)
of Waterloo, in the Regional)
Municipality of Waterloo, this 9th)
Day of NOVEMBER, 2020)



James Lincoln Bruce, a Commissioner, etc.,
Province of Ontario, for
Sorbara, Schumacher, McCann LLP,
Barristers and Solicitors.
Expires July 31, 2023



Mr. Peter Armbruster, P.Eng.
Vice President, Community Development



Stantec Consulting Ltd.
100-300 Hagey Boulevard, Waterloo ON N2L 0A4
Tel: (519) 579-4410 / Fax: (519) 579-6733

November 9, 2020
File: 1603-10997/51

Attention: Ms. Carley Dixon, P.Eng.
R.J. Burnside & Associates Limited
292 Speedvale Avenue West, Unit 7
Guelph ON N1H 1C4

Dear Ms. Dixon,

**Reference: Drayton Heights Subdivision, Stage 5B, Village of Drayton, Township of Mapleton
Draft Plan 23T-02001, Letter of Reduction**

Further to the Preliminary Acceptance and Engineering Certification, this letter is to recommend a reduction in the Letter of Credit.

Please find enclosed the following supporting documentation, for the request:

- Statutory Declaration
- Security reduction calculation

As per the enclosed security reduction calculation, we are recommending a reduction in the Letter of Credit in the amount of \$361,000.00.

We trust the above and enclosed is in order. However, should you require any additional information, please contact the undersigned.

Sincerely,

STANTEC CONSULTING LTD.

Steve Kapolnas P.Eng.
Project Engineer
Community Development
Direct: 519 585-7365
stephen.kapolnas@stantec.com

Attachments: Noted Above

- c. Mr. Dave Peres, Activa Holdings Inc. (email)
Mr. Peter Fitzgerald / Mr. Rob Boville, Stantec Consulting (email)

Design with community in mind

Drayton Heights Stage 5B
Security Requirement Calculations
Drayton, Township of Mapleton

11/9/2020

No.	Item	Original Amount	Amount Complete	Amount Remaining		L.C. Amount Required
1.0	Sanitary Sewer	\$67,203.00	\$67,203.00	\$0.00	15% 100%	\$10,080.45 \$0.00
	Sub-Total Section 1.0					\$10,080.45
2.0	Watermain	\$96,400.00	\$96,400.00	\$0.00	15% 100%	\$14,460.00 \$0.00
	Sub-Total Section 2.0					\$14,460.00
3.0	Storm Sewer	\$74,513.00	\$74,513.00	\$0.00	15% 100%	\$11,176.95 \$0.00
	Sub-Total Section 3.0					\$11,176.95
4.0	Electrical Servicing	\$18,900.00	\$18,900.00	\$0.00	15% 100%	\$2,835.00 \$0.00
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	Sub-Total Section 5.0					\$14,776.50
6.0	Surface Works	\$105,405.00	\$0.00	\$105,405.00	15% 100%	\$0.00 \$105,405.00
	Sub-Total Section 6.0					\$105,405.00
7.0	Engineering and Contingencies	\$69,139.65	\$69,139.65	\$0.00	15% 100%	\$10,370.95 \$0.00
	Sub-Total Section 7.0					\$10,370.95

Letter of Credit Required for Registration of the Subdivision Agreement \$530,070.65
 Letter of Credit Required for Registration of the Subdivision Agreement (Rounded) \$531,000.00

Required Letter of Credit after approved reduction \$169,104.85
 Required Letter of Credit after approved reduction (Rounded) \$170,000.00

CERTIFICATE OF PUBLICATION

This is to certify that this official notice appeared in the
Daily Commercial News on:

January 21, 2020

Region of Waterloo

Drayton Heights Subdivision, Stage 5B

This is to certify that the contract for the following improvement:
Municipal Servicing and Roadworks, Contract No. 19-10997-01

To the above premises was substantially performed on: December
15, 2019

Date certificate signed: January 9, 2020

Name of owner: Activa Holdings Inc.

Address for service: 55 Columbia Street East, Waterloo ON N2J 4N7

Name of contractor: iN4Structure Ltd.

Address for service: 226 Boida Avenue, Ayr ON N0B 1E0

Name of payment certifier: Stantec Consulting Ltd.

Address: 100-300 Hagey Boulevard, Waterloo ON N2L 0A4

Identification of premises for preservation of liens: Draft Plan
30T-02001, Maple Street, Township of Mapleton

Publication date: January 21, 2020

1 of 1

View your certificate or notice online at dailycommercialnews.com/csp



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DEPARTMENTAL REPORT

Fire Department FR2020-07

To: Mayor Davidson and Council
Subject: 2020 Year in Review
Meeting: Regular Council Meeting - 24 Nov 2020
Department: Fire Department
Staff Contact: Rick Richardson, Fire Chief

RECOMMENDATION:

THAT Township of Mapleton Council receive Fire/Rescue Report FR2020-07 dated November 24, 2020 regarding 2020 Year End Review for information

BACKGROUND INFORMATION:

A yearly report is presented for the purpose of keeping them updated on all aspects of the fire department functions.

PREVIOUS PERTINENT REPORTS:

FR2019-05

DISCUSSION:

A Power Point presentation to review the 2020 year and set goals for 2021

CONSULTATION:

None

FINANCIAL IMPACT:

None

SUMMARY:

The Fire Chief recommends that Township of Mapleton receive the Power Point presentation for the year end review.

STRATEGIC COMMUNICATION:

Municipal Infrastructure: n/a

The Local Economy: n/a

Recreation: n/a

Municipal Administration: n/a

Financial Responsibility: n/a

ATTACHMENTS:

[FR2020-06 Power Point](#)



Mapleton Fire / Rescue

YEAR END REVIEW

DECEMBER 2019-NOVEMBER 2020

Why We Do What We Do

Just wanted to share a message we received on Facebook to the department from a person named Heather Pehlke-Griffin the message was this

“ Just want to send you a huge thank you. This weekend, we celebrated (safely) my dad's 4th re-birthday! And we wouldn't be celebrating this weekend at all, if it were not for you! When my dad flatlined, a volunteer performed chest compressions, which ultimately saved his life! We are eternally grateful. Thank you for this, and all you do!”

Master Fire Plan Update Year 1 & 2

- ❖ Review and Update Standard Operating Guidelines (SOG)
 - Arranged for a team to review the Guidelines and updated an approved Plan
- ❖ Increase Communication with members of the department
 - Developed a method of texting firefighters through FirePro software
- ❖ Dress uniforms be provided for all members
 - An SOG was created and dress uniforms ordered for all members
- ❖ That a Career Guide be created to encourage firefighters and Officers to apply for courses
 - A career guide has been developed to be included into the 2020 Operating Plan
- ❖ A social media presence and website be created to communicate with members and the public
 - An IT team has been developed with firefighters Mike Craig, Jeff Rooyakkers and Matt Brodhaecker and have restarted a department website, began a Facebook and Twitter account to keep the members and public updated on events and training services
- ❖ Look at ways to increase awareness of the EAP program
 - All members have been reassured that our EAP program is in place and some personnel have taken advantage of this service
- ❖ Investigate with Minto into shared joint specialty rescue training and equipment
 - An agreement has been passed by both Councils and shared resource information has been

Master Fire Plan Update

Year 1 & 2

- ✓ All internal meetings include a structured agenda and minutes Completed before Covid 19
- ✓ Create a yearly calendar to promote involvement in public events Whiteboard signup in meeting room
- ✓ Investigate a partnership with the municipality for in-kind use of facilities Presently in place
- ✓ That training not run late on meeting nights Every attempt is being made to ensure this
- ✓ Investigate the possibility to provide continuing education Being offered at the Fire College and regionally
- ✓ Implement a smoking policy for on scene and in apparatus Enforced through the Township policy
- ✓ That a budget is reviewed to ensure sufficient funds allocated Yearly Council review
- ✓ Look into ways of increasing inter agency practices Have had joint training with 4 Neighbour services

Master Fire Plan To Complete in Year 2

- An SOG to include more severe repercussions for members that don't complete weekend equipment checks and training
- Go through a rebranding process to ensure their identity better reflects the values of the department
- A policy to promote volunteering for non-suppression events and involve spouses/partners
- A change in Organization structure be explored as demands change in the fire service
- That the department review and update the Community Risk Assessment

Training 2020

Although training has been restricted during the pandemic, Mapleton Fire/Rescue followed Provincial orders when performing practical training.

Initially, online training included some auto extrication live demonstrations from our supplier

WHMIS online training was completed by Jennifer Goertzen and testing complete

When small groups were allowed, we moved into auto extrication skills in platoons of less than 4

Platoons also completed testing of our rural water supplies, performing pumper operations and drafting water from different sources

We also completed our yearly fitness testing to ensure all members are able to complete tasks that are expected of them in real emergency incidents

2020 Equipment Purchases

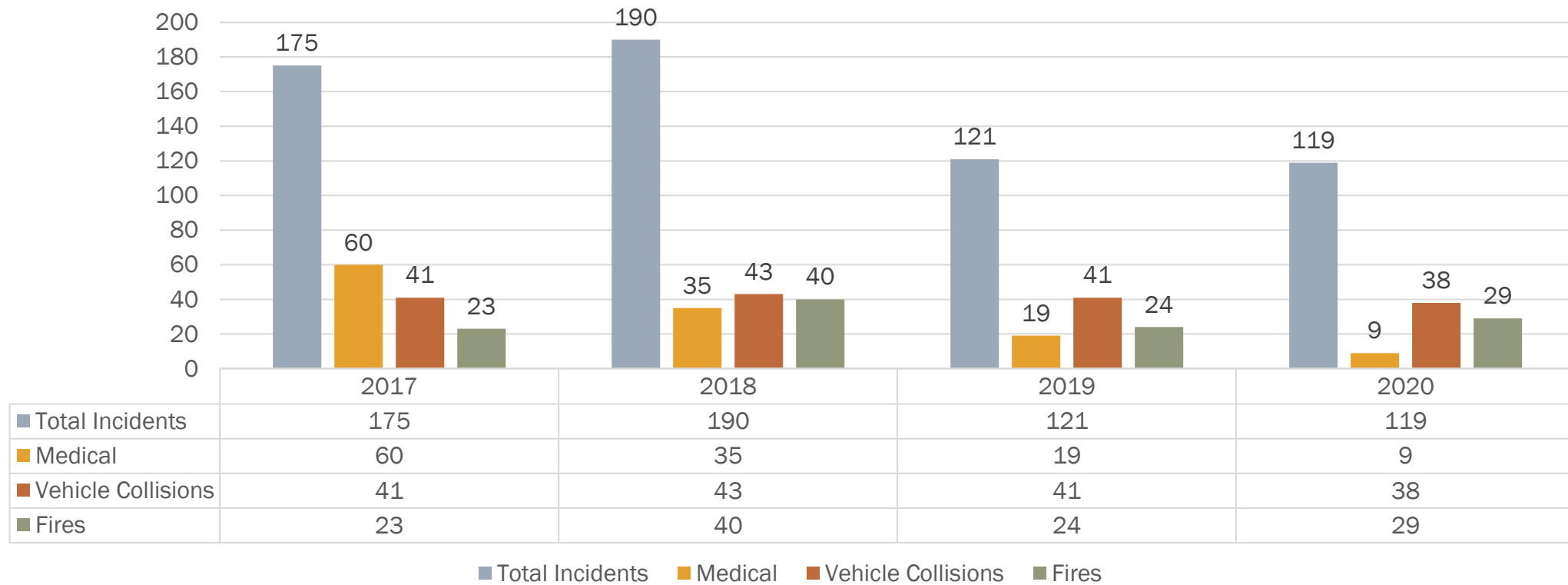
Through our Operating budget, we have purchased an Oscillating Ground monitor (very helpful at high hazard fire events) and personal sized Thermal Imaging cameras

With our Capital budget, Zoll defibrillators have been received and training is happening soon to get them in service to match the units used by Guelph Wellington EMS

RECRUITING 2020

- ✓ Recruiting at Mapleton Fire/Rescue occurs every 2 years
- ✓ In 2020, with the assistance of Aly Cripp, social media was used to promote our recruitment.
- ✓ We reached out to 22 interested candidates.
- ✓ A hands-on demonstration day was held that resulted in 20 applications being received at an information, question and answer night
- ✓ From this list, an interview team met with 13 applicants.
- ✓ This resulted in 5 new recruits starting December 1st and beginning their NFPA training February through June in 2021.

Incident Reporting 2017-2020



Traumatic Events 2015-2020

Tracked traumatic events include incidents involving a fatality, severe injury, auto extrication, farm accidents and a loss of a residence or business.

- 2015 8 Events
- 2016 12 Events
- 2017 14 Events
- 2018 24 Events
- 2019 14 Events

Looking Ahead to 2021

- Continue in-house training respecting Provincial Guidelines
- Continue External Training with Officer courses, pumper operations and Training Officer certification.
- Follow through with the Emergency locator number (Green Rural sign) project. Initiated by Mapleton Council, this project has been approved by Wellington County and signs should be shipped soon, to be installed by Public Works.
- New Recruits will begin training in February through to June, with testing from the Ontario Fire College in June/July
- Purchase of a replacement for Fire department Unit 1

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

PUBLIC WORKS REPORT PW2020-19

TO: Mayor Davidson and Members of Council
FROM: Sam Mattina, Director of Public Works
RE: Wellington County Trail Funding Program Update
DATE: November 24, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Public Works Report PW2020-19 dated November 24, 2020 regarding Wellington County Trail Funding Program Update.

BACKGROUND:

On September 10, 2019, staff presented report PW2019-25 to Township of Mapleton Council outlining a proposed trail improvement plan in an effort to apply for and qualify for a Wellington County Active Transportation Initiative Program (WCATIP) grant valued at \$50,000. The Program required that a trail improvement project be valued at minimum \$100,000 in order to qualify for the maximum allowable \$50,000 grant. The trail improvement plan that was proposed in that report had an estimated value of \$185,925 and included solar powered lighting for evening safety. At that council meeting, Council requested that staff reduce the scope and cost of the intended improvements, to a point that would still satisfy the program criteria for eligibility for the full available Program funding of \$50,000.

On October 8, 2019 staff presented report PW2019-28 as an update to PW2019-25 which outlined a reduced scope plan eliminating the originally proposed solar lighting valued at \$56,000. This reduced scope resulted in a revised plan with an estimated value of \$129,925. Council approved the revised plan and estimated cost through Resolution 2019- 22-14, attached to this report as Attachment 1.

PREVIOUS PERTINENT REPORTS:

PW2019-28 Wellington County Trail Funding Program dated October 8, 2019
PW2019-25 Wellington County Trail Funding Program dated September 10, 2019

DISCUSSION:

This report provides an update on the project with respect to project deliverables, projected financial status to completion and informs council of the project

enhancements made possible as a result of the favourable financial position of the project.

In implementing the reduced scope project plan approved on October 8, 2019, the project has experienced a favourable cost variance relative to the original estimate. This favourable cost variance has resulted in the ability to reintroduce the solar lighting component of the project while maintaining the overall cost of the project within the October 8, 2019 council approved limit of \$129,925.

Since the Project has met the value criteria of \$100,000 or more, the project remains fully eligible for the \$50,000 WCATIP grant which reduces the Township's obligation to \$79,925, (\$129,975 - \$50,000).

The Wellington County BR+E grant in the amount of \$25,000, which was previously anticipated for possible allocation to this project as outlined in Report PW2019-28, has been reallocated to another project, through our Economic Development Department. This reallocation has allowed for further reciprocal benefits to the Township relative to Economic Development initiatives.

Attachment 2 illustrates the project deliverables, relative estimated budget and actual and projected expenditures for the project which is identified as Project Sheet 20146. The project sheet is attached as Attachment #3.

The information and associated attachments presented in this report illustrate the project, including the previously removed, now reinstated solar lighting will be delivered well within the council approved value of \$129,925.

CONSULTATION:

None

FINANCIAL IMPLICATIONS:

The Project total cost is expected not to exceed the council approved budget of \$129,925. Once the WCATIP grant funding is received, the Township's financial contribution to the project will be no more than \$79,925.

The Project is funded from the Township of Mapleton Capital Reserves and identified as Project Sheet 20146.

SUMMARY:

Township staff have executed and substantially completed the Trail Improvement Program approved by Council in 2019. The project consists of the addition of way finding signs, additional trail benches, additional garbage containers, additional bicycle racks, installation of doggie bag dispensers and trail surface repairs and enhancements to all three of the Township Trails, namely the Wallace Cumming Park Trail in Alma, the Drayton Walking Trail, Riverside Trail, and the Moorefield Community Centre Trail. Through efficient and effective project management, the project scope was expanded to include the installation of previously unaffordable

solar lighting. As a result the project is being delivered within the approved budget parameter of \$129,925 and thus still qualifying and eligible for the County funding grant of \$50,000. The grant funding will be received once the project is completed.

COMMUNICATION:

None

STRATEGIC PLAN:***Municipal Infrastructure:***

Maintaining and upgrading municipal infrastructure to serve local residents and Businesses and to encourage growth. (Municipal Strategic Plan Objective 1.5)

Recreation:

Improving recreational opportunities for residents and visitors by enhancing the walkability within our community and providing access to recreation services and facilities in a consistent manner across Mapleton. (*Municipal Strategic Plan Objective 3.1 and 3.3*)

Prepared by:
Sam Mattina, CET, CMMIII
Director of Public Works

Reviewed By:
Manny Baron
CAO

Attachments:


Attachment 1: Resolution 2019- 22-14, Dated October 8, 2019
Attachment 2; Project details, costs and deliverables
Attachment 3; Project Sheet #20146

THE CORPORATION OF THE TOWNSHIP OF MAPLETON COUNCIL

TUESDAY, OCTOBER 8, 2019

RESOLUTION 2019-22- 14

Item 9.4 i)

Moved: Councillor 

Seconded: Councillor 

THAT Township of Mapleton Council receive Public Works Report PW2019-28 dated October 8, 2019 regarding Wellington County Trail Funding Program.

AND FURTHER THAT Council approve the revised plan for the trails presented within the report with the estimated cost of \$129,925 and support the application for funding from the County Trail Program for the eligible amount of \$50,000, with the potential eligibility for an additional grant of \$25,000 from the Wellington County Business Retention and Expansion Grant Program.

(defeated)/carried



Head of Council

Details of Trail Improvements & Costs

Summary of Costs and Products				Project Actuals			
Category	Requirement	Description	Quantity	Original Estimated Costs from Report PW2019-28	Actual Quantity	Total Projected Final Cost	comments
Signage	Wayfinding Signage	Directional Signage from the road to direct traffic & Directional signage within the trail	15	\$ 7,500.00			
	Gateway Signage	Signage at the trail entrances	6	\$ 24,000.00			
	Information Boards	Community Informaiton Board, Moorefield History	6	\$ 12,000.00	20	\$ 25,000.00	*Estimated Total for all signage, work has not yet been completed
Structures	Benches	Concrete Benches	13	\$ 19,500.00	13	\$ 2,185.81	
	Picnic Tables	Spaced throughout the trail system	11	\$ 16,500.00	11	\$ 4,233.45	
					Labour for bench and table assembly	\$ 3,560.16	
	Garbage Cans		13	\$ 18,525.00	13	\$ 9,242.36	
	Pet Waste Systems	Bags and disposal units	7	\$ 8,400.00	7	\$ 3,814.00	
	Bicycle Stands	Install in the Park area near the trail entrance	5	\$ 6,000.00	5	\$ 4,844.43	
Lighting	Solar Lights	So the trail can be utilized longer throughout the day, and season	14		62	\$ 45,000.00	* Estimated total for lighting, (work has not yet been completed)
					Labour for base and lamp post installations	\$ 5,000.00	
					additional labour yet to come	\$ 3,000.00	
							No sod restoration performed. Only trail surface materials used. (screenings and mulch)
Materials		Mulch, sod and screening	1	\$ 17,500.00		\$ 1,500.00	
Project total				\$ 129,925.00		\$ 107,380.21	
Wellington County Grant				\$ (50,000.00)		\$ (50,000.00)	
Total				\$ 79,925.00		\$ 57,380.21	amount approved by Council through Report PW2019-28 = \$79,925

PROJECT SHEET												
Location		Parks						DC Project #		20146		
Project		Trail Expansion						Capital #				
Project Manager			Appr by Council		COUNCIL RESOLUTION 2019-22-14			GL 2-4		7071		
Priority			Finish Date					Implementation Year		2020		
Description (use a separate line for each project component)												
								Qty	Unit	Unit Cost	Total Cost	
Alan Wallace Cumming Park Trail											\$ 40,425	
Moorefield Community Centre Trail											\$ 39,375	
Drayton Walking Trail & Riverside											\$ 50,125	
LESS												
Wellington County Trail Program											-\$ 50,000	
further funding from Wellington County Business Retention & Expansion program \$25,000 has been approved see report PW2019-28 dated Oct 8, 2019												
Note: All lines in above cost estimate round up to next highest \$100												
Contingency (15%) Engineering (15%)												
TOTAL Project Cost											\$ - \$ 79,925	
Asset Distribution with Object code								Qty	Unit Cost	Total		
Sub-Total of Above												
TOTAL Project Cost												
FUNDING SOURCE												
FUNDING	FUNDING SHARE %	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
Cap R	100%	79,925										\$ 79,925
TOTAL	100%	79,925	-	-	-	-	-	-	-	-	-	79,925

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-077

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

Part Lot 19, Concession 2 S (Peel)
ZBA 2020-011

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend 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', as it applies to Part Lot 19, Concession 2 S (Peel), with a civic address of 7253 Blind Line, Mapleton as illustrated on Schedule 'A' attached to and forming part of this By-law from:

- **Agricultural (A) to Agricultural Exception (A 31.107)**

A 31.107 CON 2 S, PT LT 19 (Peel), 7253 Blind Line (Urias & Selema Martin)	In addition to the uses permitted in the Agricultural (A) zone, the following additional uses are permitted: A kennel operated in accordance with the regulations of the Township of Mapleton Dog Kennel Licensing and Regulation By-law No. 2019-034, as amended.
---	---

2. THAT except as amended by this By-law, the subject lands shall be subject to all applicable regulations of Zoning By-law 2010-080, as amended.
3. THAT this By-law shall come into effect upon the final passing thereof by the Council of the Corporation of the Township of Mapleton pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

READ a first, second and third time and passed this 24th day of November 2020.

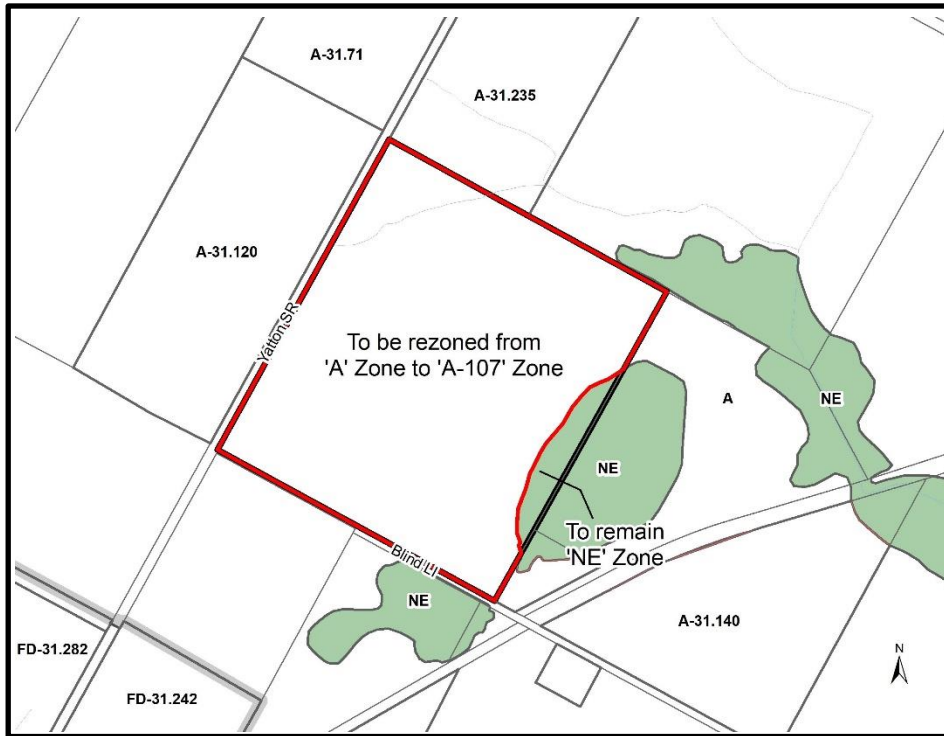
Mayor Gregg Davidson

Clerk Larry Wheeler

TOWNSHIP OF MAPLETON

BY-LAW NO 2020-077

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exception (A31.107)

EXPLANATORY NOTE

BY-LAW NUMBER 2020-077

THE SUBJECT LAND being rezoned is legally described as Part Lot 19, Concession 2 S (Peel), with a civic address of 7253 Blind Line. The property is approximately 39.6 ha (97.85 ac).

THE PURPOSE AND EFFECT of this amendment is to rezone the property to permit a Dog Kennel to operate on the subject lands.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-078

Being A By-law to authorize the closure and conveyance of an unopened road allowance known as Allan and Sutherland Survey, St. James Street (Parts 1, 2 & 3) between South Wallace Street and Church St (both unopened) Glen Allan, Township of Mapleton, County of Wellington.

WHEREAS the Corporation of the Township of Mapleton considers it advisable to permanently stop up and close the unopened road allowance known as Allan & Sutherland Survey, St. James Street (Parts 1, 2 & 3) between South Wallace Street and Church Street (both unopened) Glen Allan, Township of Mapleton, County of Wellington and convey the soil and freehold to an abutting land owner;

AND WHEREAS the policies governing the sale of municipal land have been complied with;

AND WHEREAS public notice of this By-law was given by means of notice in the *North Wellington Community News* on November 19, 2020 and in the Public Notice section of the Township's website;

AND WHEREAS the Council for the Corporation of the Township of Mapleton has heard any persons who applied to be heard regarding this By-law;

AND WHEREAS Section 34 of the *Municipal Act* 2001, S.O. 2001, c. 25, requires that a By-law permanently closing a highway does not take effect until a certified copy of the By-law is registered in the proper Land Registry Office;

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

1. THAT the Roads are declared surplus to the Township's present and future needs and that the Roads be permanently closed; and
2. THAT the soil and freehold of the Road be conveyed to the respective abutting three land owners (the "Purchasers") on a cost recovery basis, subject to the Purchaser entering into a satisfactory agreement of purchase and sale and subject to any necessary easements or other legal requirements being satisfied, as determined by the Township's Solicitor; and
3. THAT the Township's Solicitor take all necessary steps to complete the conveyance of the Roads to the Purchaser and that the Mayor and Clerk are authorized to execute any documents in connection therewith; and
4. THAT this By-law shall take effect on the date of its registration in the Land Registry Office, in accordance with Section 34 of the *Municipal Act* 2001, S.O. 2001, c. 25.

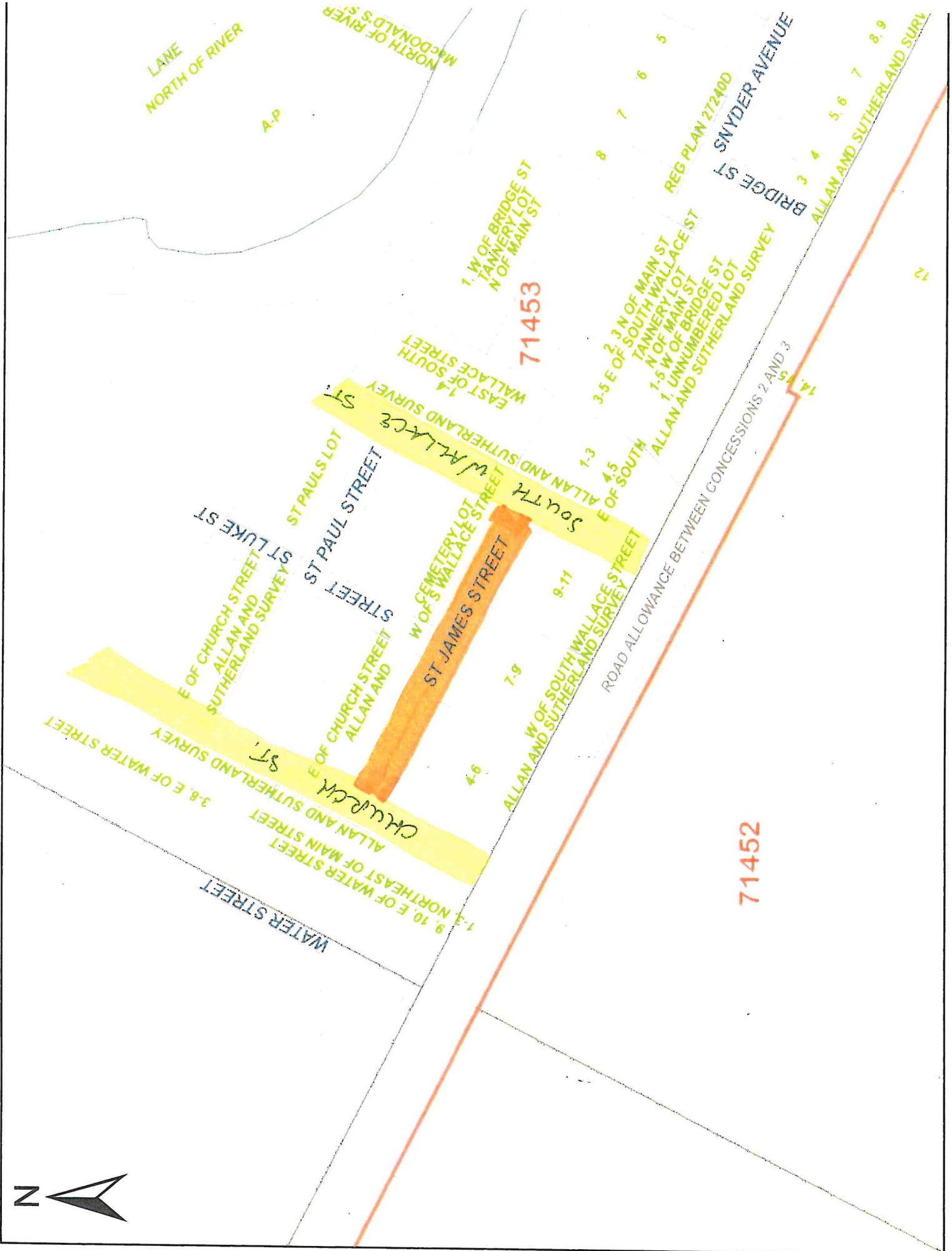
READ three times and finally passed this 24th day of November 2020.

Gregg Davidson, Mayor

Larry Wheeler, Clerk

By-law Number 2020-078

Schedule "A"



71453

71452



COUNTY OF WELLINGTON

OFFICE OF THE COUNTY ENGINEER
ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9
T 519.837.2601
T 1.866.899.0248
F 519.837.8138

November 3, 2020

DON KUDO, P. Eng.
COUNTY ENGINEER

Mayor Gregg Davidson
Township of Mapleton
PO Box 160
Drayton ON NOG 1P0

VIA FAX ONLY: 519-638-5113

RE: **Winter Maintenance**

Dear Mayor Davidson:

Once again I am writing to inquire as to whether your municipal staff would agree to maintain our WR45 from November 16, 2020 or whenever winter maintenance have commenced up to and including April 9, 2021 or until such time as winter operation have ended.

The winter maintenance would include plowing, sanding, and routine patrolling such as necessary to protect the motoring public. It would not include sign repair, pothole patching or wash outs but we would expect to be notified when these deficiencies are encountered.

I offer the following compensation for the 2020/2021 winter season of \$9,000/km.

In addition, if the 2020/2021 seasonal cost exceeds the proposed compensation I will cover those extra costs.

If this arrangement is acceptable please let me know so that our routes can be confirmed.

Sincerely,

Joe de Koning, P.Eng.
Construction Manager

Copy:

Brad Hutchinson, Roads Superintendent, County of Wellington. Travis Walker, Area 4 Supervisor, County of Wellington. Sam Mattina, Director of Public Works, Township of Mapleton

Ontario Land Tribunals

Environmental Review Tribunal

655 Bay Street, Suite 1500
Toronto ON M5G 1E5
Telephone: (416) 212-6349
Toll Free: 1-866-448-2248
Fax: (416) 326-5370
Website: www.olt.gov.on.ca

Tribunaux de l'aménagement du territoire Ontario

Tribunal de l'environnement

655 rue Bay, suite 1500
Toronto ON M5G 1E5
Téléphone: (416) 212-6349
Sans Frais: 1-866-448-2248
Télécopieur: (416) 326-5370
Site Web: www.olt.gov.on.ca

RECEIVED

NOV 16 2020

MAPLETON



November 12, 2020

NOTICE TO ALL OWNERS OF NEARBY LANDS AND INTERESTED PARTIES

Enclosed is a Notice of Pre-hearing Conference by way of Videoconference for an appeal before the Environmental Review Tribunal. You are being notified of this hearing because you are an owner of land near the facility or property in question or a person who may have an interest in this hearing.

Owners of nearby lands and interested parties may seek the opportunity to participate at the Hearing. **You are not required to attend the hearing**, but if you do wish to participate, there are four ways in which you may do so. They are as follows:

1. You may attend the hearing and observe the proceedings, but not actively participate.
2. You may request the hearing panel to grant you **presenter** status at the hearing. As a presenter, you will be able to provide your testimony under oath or solemn affirmation at the hearing, and be cross-examined by all parties. You may also file written material in addition to your oral presentation.
3. You may request that the Tribunal grant you **participant** status at the hearing. As a participant, you will be able to provide your testimony under oath or solemn affirmation at the hearing, and be cross-examined by all parties. You may also file written material in addition to your oral presentation. Participants, however, are expected to attend each day of the hearing so that any submissions made to the Tribunal will reflect the evidence given by all the parties, and others, during the course of the entire hearing.
4. You may request that the Tribunal grant you **party** status. This means that you have the right to present evidence through witnesses, cross-examine witnesses and make submissions. Parties are often represented by legal counsel. Parties are expected to attend all hearing days, including days allocated to final argument.

Should you wish to participate in these proceedings, you should immediately write, fax or email the Case Coordinator to indicate your intention. You should visit the Tribunal's website to obtain a copy of the Rules of Practice and Practice Directions of the Environmental Review Tribunal. The Tribunal's website is located at <http://elto.gov.on.ca/ert/>. If you do not have Internet access, a copy of the Rules of Practice and Practice Directions will be mailed upon request.

Ontario Land Tribunals

Environmental Review Tribunal

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Fax: (416) 314-5370
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Tribunaux de l'aménagement du territoire Ontario

Tribunal de l'environnement

655 rue Bay, suite 1500
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Téléphone: (416) 212-6349
Sans Frais: 1-866-448-2248
Télécopieur: (416) 314-5370
Site Web: www.olt.gov.on.ca



Case No.: 20-033

NOTICE OF PRE-HEARING CONFERENCE

PROCEEDING COMMENCED UNDER section 139(2)(b) of the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended

Appellant: Darling International Canada Inc.
Respondent: Director, Ministry of the Environment, Conservation and Parks
Subject of appeal: Conditions on an amended environmental compliance approval for the processing of Animal By-products in the Rothsay Moorefield Plant
Reference No.: 5238-BSVRHU
Property Address/Description: 8406 Wellington County Road #7
Municipality: Mapleton Township
Upper Tier: County of Wellington
ERT Case No.: 20-033
ERT Case Name: Darling International Canada Inc. v. Ontario (Environment, Conservation and Parks)

The purpose of the Hearing is to enable the Tribunal to determine whether it shall confirm, alter or revoke the Decision that is the subject matter of the Hearing, and direct the Director to take such action as the Tribunal considers appropriate. The Tribunal may substitute its opinion for that of the Director.

DATE AND TIME OF PRE-CONFERENCE HEARING:

The Environmental Review Tribunal will be conducting a Pre-hearing Conference by way videoconference call on:

Date: Thursday, December 17, 2020

Time: 1:30 p.m.

Si vous avez besoin de services en français, veuillez contacter le Tribunal de l'environnement quand vous recevrez cette lettre.

Public Access to Documents and the Tribunal Record

Please note that any information or documents you provide to the Tribunal in relation to this case has become part of a public record which is open to inspection by any person, unless a document is marked "confidential" by order of the Tribunal. For more information, please consult Rules 210 and 211 of the Tribunals Rules of Practice.

For more information, please review the appropriate legislation, the Rules of Practice and Practice Directions of the Environmental Review Tribunal, and "A Guide to Appeals under the *Clean Water Act, 2006, Environmental Protection Act, the Nutrient Management Act, 2002, the Ontario Water Resources Act, the Pesticides Act, and the Safe Drinking Water Act, 2002*", all of which are available on the Tribunal's website at <http://elto.gov.on.ca/ert/>.

DATED at TORONTO, this 12th day of November, 2020.

"Bob Won"

Bob Won
Deputy Registrar

ERT Case Management Contact:

Crisann Alevizos
Case Coordinator
Phone: 437-242-1871
Email: Crisann.Alevizos@ontario.ca



FOR IMMEDIATE RELEASE
November 6, 2020

Budget to protect Ontario through challenging times, Pettapiece says

(Perth-Wellington) – Ontario’s new provincial budget marshals the resources necessary to continue protecting people, supporting those impacted by the virus, and laying the groundwork for long-term economic recovery, says Perth-Wellington MPP Randy Pettapiece.

“This action plan will help us get us through challenging times,” Pettapiece said. “It shows we will do what is necessary to protect our health, support those who need help, and put us on the road to recovery. That’s why I plan to support it.”

Ontario’s Minister of Finance, Rod Phillips, delivered the budget Thursday in the legislature. *Ontario’s Action Plan: Protect, Support, Recover* is the next phase of the government’s plan to respond to the health and economic impacts of COVID-19.

It details \$45 billion in support over three years, prioritizing health care, long-term care, and relief for families, seniors, businesses and workers.

To continue combating the outbreak of COVID-19, the government is investing \$1.4 billion to expand testing and to increase case and contact management. Hospitals will see \$2.5 billion more to cut the backlog of surgeries and to purchase additional influenza vaccines.

Mental health care will see \$176 million in new support.

Long-term care, something Pettapiece has long advocated for in Perth-Wellington, is also a top priority. The budget provides \$540 million for long-term care homes in 2020-21, building on the \$243 million given to long-term care homes in March. It is a major investment designed to protect residents, caregivers and staff in long-term care homes from future surges of COVID-19.

“We in Perth-Wellington are fortunate to have so many good long-term care homes,” Pettapiece observed. “So many families rely on them, and it’s good to know the government has a plan to protect residents and staff.”

Some \$1.75 billion is designated to build new homes and new beds—a move Pettapiece says is needed to cut wait lists and better serve an ageing population.

To help hard-hit small businesses, the government is dedicating \$241 million to deliver over \$900 million in rent relief through the Canada Commercial Rent Assistance (CECRA) for small businesses program.

The government is also introducing new measures to support the economic recovery: making electricity more affordable; reducing taxes on jobs; skills and training investments; reducing unnecessary red tape; and building new infrastructure.

Pettapiece is pleased to see the government's support for sectors of the economy that matter to the communities he represents.

"Agriculture and tourism, among many other sectors, matter enormously," Pettapiece said. "Ever since the pandemic arrived, I have spoken up at every opportunity for affected local businesses. Many are barely hanging on. This budget will help keep them in business."

In agriculture, he pointed to the \$25.5 million for the Agri-food Prevention and Control Innovation Program. The initiative is intended to support and protect agri-businesses from COVID-19. The government is also supporting initiatives to sustain Ontario's agri-food supply chain.

To encourage tourism within Ontario, the government will provide Ontario residents with up to 20 percent for eligible Ontario tourism expenses. Additional investments in tourism include a \$100 million community building fund, and \$25 million in one-time funding to help arts institutions cover losses related to the pandemic.

For years, unreliable internet service has been a sore spot for many in rural Ontario. The budget aims to fix that, investing \$680 million over four years to expand rural broadband infrastructure.

"To many of us in rural Ontario, this issue is a very big deal," Pettapiece said. "It's a big deal for rural jobs, health care, education and agriculture."

In education, the government is designating \$13 billion for capital improvements for schools. Families will benefit from a one-time payment of \$200 per child and \$250 per child with disabilities. Ontario is also leading the nation in school funding for COVID-19 by making \$1.3 billion in resources available to school boards.

The government is also introducing a Seniors Home Safety tax credit, which provide a 25-percent credit to help pay up to \$10,000 toward the purchase of wheelchair ramps or stability bars, for example.

The entire 2020 Ontario budget is available online at budget.ontario.ca

-30-

Randy Pettapiece, MPP | 519-272-0660 | www.pettapiece.ca

Date: November 5, 2020 at 18:37:20 EST

Subject: Updating the Conservation Authorities Act

Good evening:

Following the 2019 amendments to the *Conservation Authorities Act*, my ministry conducted a review of relevant legislation and regulations that govern conservation authorities.

Through a series of engagement sessions and an online survey in late 2019/early 2020, we received feedback from conservation authorities and a diverse group of stakeholders, including the public, municipalities, landowners, the agricultural sector, the development sector, and environmental and conservation organizations.

Our government is now proposing a series of legislative amendments to the *Conservation Authorities Act* and the *Planning Act*, as set out in the [Bill](#), which would:

- Improve consistency and transparency of the programs and services that conservation authorities deliver;
- Provide additional oversight for municipalities and the province; and
- Streamline conservation authority permitting and land use planning reviews to increase accountability, consistency and transparency.

For more information on proposed legislative amendments in support of this initiative, please read our Information Notice on the Environmental Registry of Ontario at www.ero.ontario.ca/notice/019-2646.

Later this fall and winter, we will also be proposing a series of regulations and policies to further support the goals of our review of conservation authorities, such as defining mandatory programs and services conservation authorities must provide. We will post the first phase of these regulatory proposals for public feedback in the coming weeks.

There will also be the opportunity for you to participate in a **webinar** with ministry staff from the new Conservation and Source Protection Branch, in the Land and Water Division, which is now responsible for the general oversight of the *Conservation Authorities Act* and conservation authority policy and programs.

Keley Katona, Director of the Conservation and Source Protection Branch, will be in contact with you in the coming days to provide details on the timing and how to participate in the webinar. You can reach Keley at ca.office@ontario.ca if you have any questions.

Thank you again for your input during our review. I look forward to continuing to work with you to ensure that conservation authorities serve the best interests of the people of Ontario.

Sincerely, Jeff Yurek, Minister of the Environment, Conservation and Parks



OFFICE OF THE MAYOR
CITY OF HAMILTON

September 8, 2020

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Honourable Doug Downey
Attorney General
Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto, ON M7A 2S9

Subject: **Amending the AGCO Licensing and Application Process for Cannabis Retail Stores to Consider Radial Separation from Other Cannabis Locations**

Dear Premier & Attorney General,

Hamilton City Council, at its meeting held on August 21, 2020, approved a motion, Item 6.1, which reads as follows:

WHEREAS in late 2019 the Province of Ontario announced that the AGCO had been given regulatory authority to open the market for retail cannabis stores beginning in January 2020, without the need for a lottery;

WHEREAS the AGCO has continued to send Cannabis Retail Store applications to the City of Hamilton for the required 15-day comment period,

WHEREAS the City has reviewed 61 Cannabis Retail Store applications for comment since January 2020;

WHEREAS the AGCO does not take into consideration radial separation for Cannabis Retail Stores.

THEREFORE, BE IT RESOLVED:

.../3

- (a) That the Mayor contact the Premier of Ontario, Ministry of Attorney General, and local Members of Parliament to ask that the Province consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.
- (b) That the request be sent to other municipalities in Ontario, including the Association of Municipalities of Ontario for their endorsement.
- (c) That Staff be requested to submit heat maps outlining the location of all proposed AGCO Cannabis Retail Store in the City on all AGCO Cannabis Retail Store applications.

As per the above, we write to request, on behalf of the City of Hamilton, that the appropriate legislative and regulatory changes be made and implemented to the AGCO licensing and application process to take into consideration radial separation for Cannabis Retail Stores as a condition of approval for a license.

Currently the City of Hamilton has reviewed 61 cannabis retail location applications since January 2020. Approximately 12 of these potential locations are within 50m (or less) of each other.

The City of Hamilton appreciates that the AGCO conducts a background search prior to approving any licenses, however the lack of separation between locations poses a community safety issue, as the over saturation in specific area(s)/wards, can negatively impact the surrounding community with increased traffic flow, and an overall “clustering” of stores within a small dense area.

The City of Hamilton is confident that radial separations from cannabis retail locations will have a significant positive impact on the community and allow for its residents to continue to enjoy a safe and healthy community lifestyle.

Sincerely,



Fred Eisenberger
Mayor

C: Hon. Donna Skelly, MPP, Flamborough-Glanbrook

Hon. Andrea Horwath, Leader of the Official Opposition, MPP, Hamilton Centre

Hon. Paul Miller, MPP, Hamilton East-Stoney Creek

Hon. Monique Taylor, MPP, Hamilton Mountain

Hon. Sandy Shaw, MPP, Hamilton West-Ancaster-Dundas



NOTICE of a PUBLIC MEETING

FEES AND CHARGES – CEMETERIES

TAKE NOTICE that Township of Mapleton Council intends to adopt revised Fees and Charges for CEMETERIES at the December 8, 2020 Council Meeting scheduled for 7:00 p.m. via Zoom. The Cemetery fees being revised pertain to Staff Report FIN2020-20 presented to Council on November 10, 2020.

A copy of the proposed, revised CEMETERY fees is available on www.mapleton.ca under 'News & Public Notices'.

COMMENTS submitted by mail or email regarding the proposed revisions to Cemetery fees and charges may be submitted to the Clerk no later than 5:00 p.m. on Wednesday, December 2, 2020. Those doing so are entitled to speak as part of the December 8, 2020 Council Meeting.

November 13, 2020

Larry Wheeler
Municipal Clerk
lwheeler@mapleton.ca



NOTICE

REVISED COUNCIL SCHEDULE

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

Dial: 1 647 558 0588 Meeting ID: 395 064 9180

TAKE NOTICE of the following Township of Mapleton Council events:

- **Tues, Dec 1 @ 7:00 pm: Special Meeting, Budget + Fees & Charges**
- **Tues, Dec 8 @ 7:00 pm: Regular Council Meeting**
- **Tues, Dec 15 @ 7:00pm: Budget + Fees & Charges, Public Workshop**
- **Mon, Jan 4 @ 7:00pm: Special Meeting, By-laws Budget + Fees & Charges**

The public is encouraged to view and participate in these virtual events.

Please call or email the contacts below to receive a Zoom invitation or to obtain a '**Delegation** request form.'

To view the agendas, please visit: www.mapleton.ca

DATED this 16th day of November 2020.

Larry Wheeler
Municipal Clerk
lwheeler@mapleton.ca
519 638 3313 Ext.045

TOWNSHIP OF MAPLETON COUNCIL TRACKING SHEET

FOR NOVEMBER 24, 2020 COUNCIL MEETING

Subject for Action	Department	Comments
Wastewater Capacity (long term & short term)	CAO & DPW	Planning with CIMA continues, they are creating an action plan and will meet with Mapleton Senior Management team shortly.
Council Video Recording	CAO & CLK	Camera has been installed, will begin to record our council meetings once the pandemic is over.
Modernization Grant	CAO	Phase 2 of the grant was the joint submission for IT services. Glad to report we received 5 submissions. Scoring of the submissions were done on March 5. *project is on hold until pandemic is over*
Concession 3	DPW	Working with the County of Wellington to assess current state of road conditions and develop of a repair plan to keep the road at a safe useable condition for 2020. A site meeting has been arranged with County Staff for the week of May 11, 2020. The 2020 Road Study will re-evaluate its priority for rehabilitation/reconstruction and will update the 2021 and beyond Capital Budget Forecast.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-079

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 Special Meeting held on Tuesday, November 24, 2020, 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 Tuesday, November 24, 2020.

Mayor Gregg Davidson

Clerk Larry Wheeler