



**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**COUNCIL AGENDA**

**TUESDAY, JANUARY 28, 2020 @ 1:00 P.M.**

**MAPLETON TOWNSHIP OFFICES**

- 1. Call to Order**
- 2. O Canada**
- 3. Declaration of Pecuniary Interest**
- 4. Confirmation of Minutes**
  - 4.1 Council Meeting dated January 14, 2020
  - 4.2 Public Meeting under the Planning Act dated January 14, 2020
- 5. Matters arising from Minutes**
- 6. Matters under The Planning Act and Matters Arising – none**
- 7. Delegations and Matters Arising from Delegations**
  - 7.1 a) Northern Wellington Economic Development Enhanced Partnership, Representative Aly Cripps
  - 7.2 a) Bruce Schieck correspondence  
Re: Relocation of large painting from Council Chambers back to Drayton Theatre, 33 Wellington Street S.
    - b) Resolution for support
  - 7.3 a) Wellington County Training Officers Annual Report of 2019, Representative Charles Hamilton
    - b) Resolution for support
  - 7.4 a) Safe Communities Wellington County, Co-chair Angelle Eybel  
Re: Community Safety and Well-Being Planning Update
    - b) Resolution for support
  - 7.5 a) Kinsmen Club of Drayton Founders Day 2020, Representative Chad Bridge  
Re: Kin Canada Centennial Celebrations, Flag Raising Feb 22, 2020

b) Resolution for support

**8. Minutes from Committees – none**

**9. Reports and Updates from Staff**

9.1 Finance Department

- i) Finance Report FIN2020-02  
Re: CityWide Asset Management Software
- ii) Finance Report FIN2020-03  
Re: 2020 Interim Property Tax Levy
- iii) Finance Report FIN2020-04  
Re: RLB LLP's Audit Engagement Letter
- iv) Finance Report FIN2020-05  
Re: Temporary Borrowing By-law

9.2 Fire Department

- i) Fire Report FR2020-01  
Re: Fire Dispatch Service Agreement
- ii) Fire Report FR2020-02  
Re: Fire Marque
- iii) Fire Report FR2020-03  
Re: Defibrillator Purchase

**10. Approval of By-Laws**

- 10.1 By-law Number 2020-002 being a by-law to authorize the Mayor and CAO to execute a Site Plan Agreement between 2546113 Ontario Inc. and The Corporation of the Township of Mapleton
- 10.2 By-law Number 2020-003 being a by-law to amend By-law 2010-080, being a Zoning By-law for the Township of Mapleton Plan Drayton, Part Lot 118 16 Spring Street, Drayton ZBA 2020-01
- 10.3 By-law Number 2020-004 being a by-law to appoint Heather Trottier as the Deputy Treasurer for The Corporation of the Township of Mapleton and to repeal By-law Number 2017-107

- 10.4 By-law Number 2020-005 being a by-law to amend By-law 2019-105, being a by-law to establish the fees and charges for various services provided by the municipality
- 10.5 By-law Number 2020-006 being a by-law to authorize the Mayor and Clerk to execute a Fire Dispatch Services Agreement between The Corporation of the City of Guelph and The Corporation of the Township of Mapleton
- 10.6 By-law Number 2020-007 being a by-law to authorize the closure and conveyance of Part Lot 1, Concession 15, Maryborough, being Part 1, Hwy Plan DN5005; Part Lot 2, Concession 15, Maryborough, being Part 5 on Expropriation Plan DN6750 AKA Hwy 9, and Part of the Road Allowance between Concessions 14 and 15, Maryborough, abutting Lots 1 to 9 East of Hwy 9, in the Township of Mapleton (the "Property")
- 10.7 By-law Number 2020-008 being a by-law to authorize temporary borrowing to meet the expenditures of the Township of Mapleton until taxes are collected and other revenues received during the fiscal year ending December 31, 2020
- 10.8 By-law Number 2020-009 being a by-law to authorize cost recovery (fees) with respect to Fire Department specific response
- 10.9 By-law Number 2020-010 being a by-law to provide for an Interim Tax Levy on all assessment and to specify installment due dates and stipulate penalty and interest rates for taxes in default

## **11. Correspondence for Council's Direction**

- 11.1 Drinking Water Source Protection correspondence dated January 14, 2020 from Program Manager Martin Keller  
Re: Request for support to address over-application of winter maintenance chemicals

## **12. Correspondence for Council's Information**

- 12.1 MVCA Minutes
  - i) General Membership Meeting # 8/19 September 18, 2019
  - ii) General Membership Meeting # 9/19 October 16, 2019
  - iii) General Membership Meeting # 10/19 November 20, 2019
  - iv) Draft Hearing # 1-19 November 20, 2019
- 12.2 Joint Accessibility Advisory Committee
  - i) December 2019 Meeting Minutes

- ii) Scheduled 2020 Meeting Dates
- iii) Multi-year Accessibility Plan
- iv) 2019 Accessibility Compliance Report

12.3 MPAC

Re: 2019 Year end assessment report for 2020 year

12.4 Correspondence from Joyce Sloat

Re: 5G protest

12.5 Municipality of Dutton Dunwich

Re: Support of Conservation Authorities

12.6 City of Quinte West resolution dated January 13, 2020

Re: Conservation Authorities

12.7 AMO Watch File

The link to view the January 16, 2020 issue: <https://tinyurl.com/s3llmon>

The link to view the January 23, 2020 issue: <https://tinyurl.com/sjbmux>

**13. Notices of Motion**

**14. Notice Provision – none**

**15. Other Business**

15.1 February 25, 2020 Council Meeting Discussion – see page 5

15.2 Letter of Endorsement to GM Mornington Communications

Re: Rural Fibre to the Home

**16. Council Tracking Sheet**

**17. Closed Session – none**

**18. Confirmatory By-law Number 2020-011**

**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 Calender

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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February						
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29	30	31				

April						
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May						
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31						

June						
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November						
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29	30					

December						
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20	21	22	23	24	25	26
27	28	29	30	31		

- 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

COUNCIL MINUTES

TUESDAY, JANUARY 14, 2020 @ 7:00 P.M.

MAPLETON TOWNSHIP OFFICES

PRESENT: Gregg Davidson, Mayor  
Dennis Craven, Councillor  
Paul Douglas, Councillor

STAFF PRESENT: Manny Baron, Chief Administrative Officer  
Barb Schellenberger, Municipal Clerk  
Sam Mattina, Director of Public Works  
John Morrison, Director of Finance  
Larry Wheeler, Deputy Clerk  
Patty Wright, Chief Building Official  
Heather Trottier, Tax Collector

REGRETS: Michael Martin, Councillor  
Marlene Ottens, Councillor

**1. Call to Order**

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

**2. O Canada**

**3. Declaration of Pecuniary Interest - none**

**4. Confirmation of Minutes**

4.1 Council Meeting dated December 10, 2019

**RESOLUTION 2020-01-01**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT the minutes of the Township of Mapleton Council Meeting held on December 10, 2019 be confirmed as circulated in the agenda package.

**CARRIED**

4.2 Public Meeting under the Planning Act dated December 10, 2019

**RESOLUTION 2020-01-02**

Moved: Councillor Craven

Seconded: Councillor Douglas

THAT the minutes of the Township of Mapleton Public Meeting under the Planning Act held on December 10, 2019 be confirmed as circulated in the agenda package.

**CARRIED**

**5. Matters arising from Minutes – none**

**6. Matters under The Planning Act and Matters Arising**

Public Meeting Minutes for the following applications are a separate document and will be placed into the public record.

- 6.1 a) ZBA2020-01, Notice of Public Meeting, Plan Drayton, Part Lot 118 (Peel), 16 Spring Street, Ferreirinha/Hopmans  
b) Matters arising under The Planning Act (Council Direction)

**RESOLUTION 2020-01-03**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Zoning application ZBA2020-01 located at Plan Drayton, Part Lot 118 (Peel), 16 Spring St, (Ferreirinha / Hopmans) be received;  
AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented to Council for first, second, and third reading.

**CARRIED**

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

- 7.1 a) Mapleton-Minto Health Professional Recruitment Committee correspondence dated November 28, 2019 regarding financial support in 2020 for health professional recruitment and retention efforts Representatives Dr. Christine Peterkin, Shirley Borges, Andrea Serratore

The above item was discussed following Finance Report FIN2020-01 below.

- 7.2 a) Gerald Townsend, Representative to Accessibility Advisory Committee, County of Wellington  
b) Resolution for support

**RESOLUTION 2020-01-04**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT the delegation of Gerald Townsend, Representative to Accessibility Advisory Committee, County of Wellington be received for information.

**CARRIED**

**8. Minutes from Committees – none**

**9. Reports and Updates from Staff**

- 9.1 Building Department  
i) Building Report BD2020-01  
Re: December month end

**RESOLUTION 2020-01-05**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Township of Mapleton Council receive Building Department Report BD2020-01 dated January 14, 2020 regarding December Month End and Year to Date (YTD).

**CARRIED**

- 9.2 CAO Clerks Department  
i) CAO Clerks Report CL2020-01  
Re: Athletic and Cultural Bursary Applications

**RESOLUTION 2020-01-06**

Moved: Councillor Craven

Seconded: Councillor Douglas

THAT Township of Mapleton Council receive CAO's Report CL2020-01 dated January 14<sup>th</sup>, 2020 regarding Athletic and Cultural Bursary Applications;  
AND FURTHER THAT Council approve the Athletic Bursary Application request from Tyler Franklin for a total amount of \$250.00

**CARRIED**

- 9.3 Public Works Department  
i) Public Works Report PW2020-01  
Re: Drain Assessment Agreement

**RESOLUTION 2020-01-07**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT Township of Mapleton Council receive Drainage Report PW2020-01 dated January 14, 2020 regarding drain assessment agreements;

AND FURTHER THAT The Council of the Township of Mapleton approves the following agreement of drainage re-apportionment for revisions to drainage assessment schedules:

- Mark & Carolyn Luymes, Part Lots 1 & 2 Concession 14, Maryborough

**CARRIED**

- 9.4 Finance Department  
i) Finance Report FIN2020-01  
Re: Recommendation to Amend Planning Fees and Charges

**RESOLUTION 2020-01-08**

Moved: Councillor Craven

Seconded: Councillor Douglas

THAT Finance Report FIN2020-01 dated January 14, 2020, Recommendation to Amend Planning User Fees and Charges be received for information.

AND FURTHER that the Amended Planning Fees and Charges, contained within this report, be incorporated into the Fees and Charges By-law effective January 28<sup>th</sup>, 2020.

**CARRIED**

At 7:30 p.m. a recess was taken. Council resumed at 7:40 p.m.

Item 7.1 (Health Professional Recruitment) was discussed at this time. The following resolution was introduced.

**RESOLUTION 2020-01-09**

Moved: Councillor Craven

Seconded: Councillor Douglas

THAT the delegation of Mapleton-Minto Health Professional Recruitment Committee be received for information;

AND FURTHER THAT Township of Mapleton Council provide \$10,000 financial support in 2020 for health professional recruitment and retention efforts.

**CARRIED**

10. **Approval of By-Laws** – none
11. **Correspondence for Council's Direction** – none
12. **Correspondence for Council's Information** – circulated with the agenda
13. **Notices of Motion** - none
14. **Notice Provision** – none
15. **Other Business** - none
16. **Council Tracking Sheet** – no changes requested
17. **Closed Session** - none



**18. Confirmatory By-law Number 2020-001**

**RESOLUTION 2020-01-10**

Moved: Councillor Douglas

Seconded: Councillor Craven

THAT By-law Number 2020.001 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 8:00 p.m.

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Mayor Davidson

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Clerk Shellenberger

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**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**  
**PUBLIC MEETING MINUTES**  
**TUESDAY, JANUARY 14, 2020 @ 7:00 P.M**  
**MAPLETON TOWNSHIP OFFICES**

**PRESENT:** Gregg Davidson, Mayor  
Dennis Craven, Councillor  
Paul Douglas, Councillor

**REGRETS:** Michael Martin, Councillor  
Marlene Ottens, Councillor

**STAFF PRESENT:** Manny Baron, CAO  
Barb Schellenberger, Clerk  
Larry Wheeler, Deputy Clerk  
Patty Wright, CBO  
Jessica Rahim, Township Planner

The Chairman announced that this is a Public Meeting under the *Planning Act* to hear comments from the public and agencies and to consider an application for a proposed Zoning By-law Amendment known as ZBA2020-01.

The property subject to the proposed amendment is legally described as Plan Drayton, Part Lot 118 (Peel), with a civic address of 16 Spring Street. The property is approximately 0.08 ha (0.21 ac) in size.

The purpose and effect of the proposed amendment is to rezone the subject lands from Residential (R2) to Residential Transition (RT) to permit a commercial studio in addition to the existing residential use. Additional relief may be considered at this meeting.

Staff confirmed the following:

- Property owners and agencies were provided with the required notice by prepaid first-class mail or by email on December 23, 2019.
- Proper postings were completed on December 23, 2019.
- Public Notice was posted in the January 2, 2020 issue of the Community News.
- Planning Report dated January 7, 2020 prepared by Planner Jessica Rahim was received and included in the agenda package.
- CBO Patty Wright comments dated January 8, 2020 included in the agenda package and state no concerns.
- GRCA comments dated December 24, 2019 state no comments.
- Wellington Source Water Protection Risk - Management Inspector Emily Vandermuelen comments dated December 24, 2019 were received and included in the agenda package.
- Director of Public Works Sam Mattina comments dated January 7, 2020 indicate no issues.
- Fire Chief Rick Richardson verbal comments received January 8, 2020 indicate no concerns.
- Ratepayer: No concerns or letters of objection were received.

Township Planner Jessica Rahim reviewed her planning report which was enclosed within the agenda package. The Chairman asked the property owner Khen Hopmans if he had any comments. Mr. Hopmans said that he was excited to bring martial arts to the community.

Persons in attendance, who wished to make oral or written submission concerning this Zoning By-law Amendment application, were given the opportunity. No one came forth.

The committee discussed parking issues and the effect on drainage. Planner Jessica Rahim explained the parking requirements and that drainage plans would be submitted during the Site Plan process.

The Committee sought clarification on whether there would be residents, and Mr. Hopmans confirmed there would continue to be residents.

An attendance sheet was circulated for any interested persons to sign their full name, address and postal code.

The Chairman asked if there were any further questions regarding the proposed zoning by-law amendment. Hearing none, the Chairman stated further discussion will take place later in this evening's meeting. The applicant and/or agent and any other interested persons were invited to stay. The Chairman stated that Council will consider all the matters placed before it prior to reaching a decision.

There being no further discussion, the Public Meeting was adjourned.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

# ENHANCED PARTNERSHIP

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## NORTHERN WELLINGTON ECONOMIC DEVELOPMENT

2020



# AGENDA

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1. Background on Northern Wellington Economic Development Partnership(s)
2. Recent Discussions in 2019
3. 5 Key Enhanced Partnership Projects for 2020 and the Benefits
4. Items of Note
5. Discussion



# BACKGROUND

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- The Minto, Wellington North and Mapleton Economic Development Departments have partnered on many programs and initiatives over the past eight years.
- The first Economic Development meeting bringing the three municipalities together was held on January 16, 2012 at Harry Stone's in Harriston and our fifteenth meeting took place on September 18, 2019 in Moorefield.
- Speakers & discussion/education topics have included:

- Municipal Cultural Planning
- WC Economic Development Strategy
- Business Retention & Expansion Program
- Renew Program
- 13 Ways to Kill Your Community
- Focus on Newcomer Attraction
- Community Foundations
- Focus on Youth
- Focus on Housing

Barb Elias OMAFRA  
Laureen Millier, MDB Insight  
Rebecca Mustard; Durham Region  
Lisa Morrison, Renew New Tecumseth  
Doug Griffiths, 13 Ways Inc.  
Dirk Dekker/Tom Lusic/Ryan Gibson  
Raymond Soucy, CW Foundation  
Youth Action Councils  
CMHC, INDWELL, Wellington County



# BACKGROUND CONTINUED. . .

In addition to the joint meetings, a number of programs and initiatives have also been partnered on from a Northern Wellington Economic Development perspective:

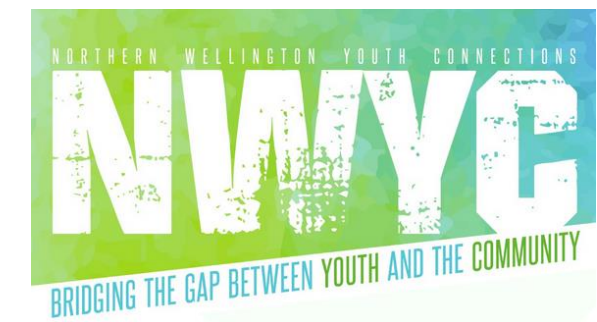
## 1. Business Retention & Expansion (BR+E):

- 2014 Countywide Cross-Sector BR+E
- 2019 Downtown Specific BR+E
- 2015 Launch of Renew Northern Wellington Program
- 2019 Your Town Rising



## 2. Youth Programs

- 2015/2016 Youth Action Councils established
- 2017 First annual Northern Wellington Youth Connections Event
  - 4th annual event scheduled for April 28, 2020
- 2018 North for Youth & Youth Resiliency Worker partnership with Mount Forest Family Health Team
- 2019 Municipal Youth Intern Program Partnership with the Rural Ontario Institute (ROI)



## 3. Other Programs

- 2009 Women of Wellington Saugeen Area (WOWSA)
  - Mapleton partnered in 2017
- 2016 Manufacturers of Northern Wellington Showcase at IPM
- 2016 Butter Tarts & Buggies Tourism initiative
  - Mapleton partnered in 2017
- 2018 Northern Wellington Young Professionals “re-launch”



# RECENT DISCUSSIONS (2019)

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- On March 20th, 2019 the Minister of Municipal Affairs and Housing announced a one-time distribution of funds (\$200 million) to assist, “small and rural municipalities’ efforts to become more efficient and reduce expenditure growth in the longer term.”
- Given the Provincial expectation, the County of Wellington and its Member Municipalities undertook to review its systems and processes to find cost saving efficiencies for local service delivery and operations. KPMG were contracted to conduct this review and the final report was delivered to County Council on November 28, 2019.
- This past fall the Township of Mapleton also reached out to the Town of Minto with the desire to establish a Memorandum of Understanding to have Minto assist with delivering Economic Development services to Mapleton. At that time Wellington North inserted themselves into the discussion with the suggestion to consider more of a regional approach.
- One of the Top 20 in 20 opportunities identified in the KPMG report is to [“Streamline the Economic Development service delivery model”](#) we believe the enhanced partnership recommendations contained in the following pages will help position Northern Wellington for continued success.



# 2020 ENHANCED PARTNERSHIP PROGRAMS

- Cross Sector Business Retention & Expansion Program can be the trigger to focus our future regional requirements
- Ten businesses interviewed per municipality, per sector:
  - Manufacturing, Agriculture, Health Care, and Construction
  - 120 Businesses total in Northern Wellington
- Strengthen relationships with Chambers of Commerce and Businesses
- Minto to provide additional Minto Staff Support and overall coordination of program and direction to staff

## Benefits to Mapleton:

- Enhance relationships with Businesses in the region
- Learn more about businesses and identify opportunities for collaboration amongst businesses to help build a strong cluster
- Participation will also allow us the opportunity to identify which businesses could benefit from participating in the Smart Cities initiative



# 2020 ENHANCED PARTNERSHIP PROGRAMS

## 2. Recruitment of a Municipal Youth Engagement Coordinator

- Delivery of programs identified from Youth Intern Report from 2019
- Develop a North for Youth Strategy
- Youth Action Councils
- Student Startup Program implementation
- Integrated Youth Services Coordination
- Job, Career, Volunteer Fair Coordination with Norwell
- Minto staff will take manage Initial Orientation and Oversight of Coordinator



### Benefits to Mapleton:

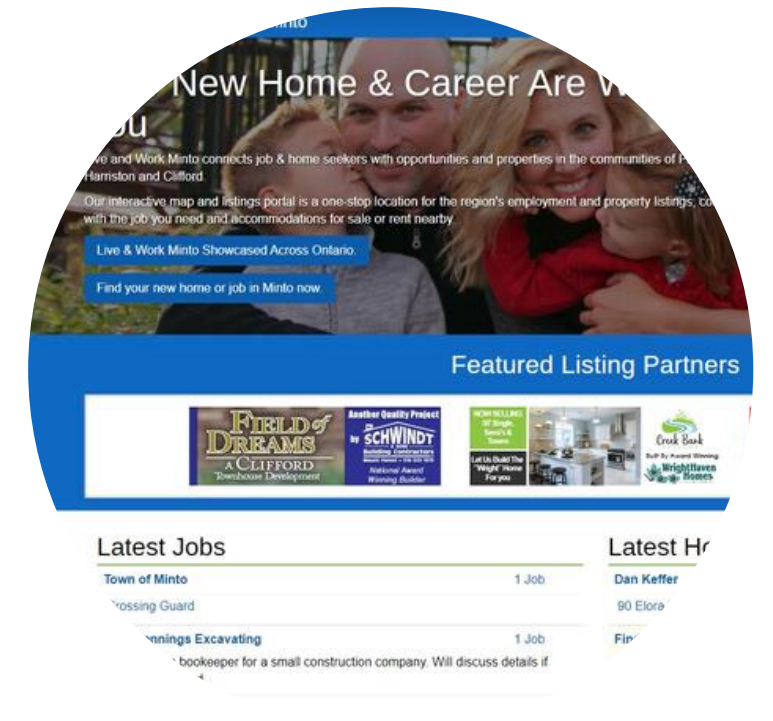
- Ability to implement the Municipal Youth Intern's Report recommendations
- Youth Retention and Re-Attraction is a key factor for the future success of Mapleton
- Being able to dedicate a person to the creation of a Northern Wellington Youth Strategy would open a lot of doors
- Continue to work with and strengthen our relationship/partnerships with the schools in the area including Norwell District Secondary School



# 2020 ENHANCED PARTNERSHIP PROGRAMS

## 3. Focus on Newcomer Attraction and Housing Programs

- Northern Wellington Jobs & Housing Portal
  - Minto and Wellington North would combine their existing portals and Mapleton would be added as they do not currently have a portal
- Participation in County Housing Programs initiative (Weston)
  - Dale Small (Wellington North) will represent Northern Wellington on the County of Wellington's Working Group



### Benefits to Mapleton:

- A portal to increase awareness of Jobs and Housing in the Northern Wellington area to Mapleton residents, or those looking for jobs or housing in the area
- By partnering our funds we can promote the portal year round
- opportunities that will be more attractive to people looking to move into the area



# 2020 ENHANCED PARTNERSHIP PROGRAMS

## 4. Expansion of LaunchIt Services to Mapleton & Wellington North

- Coordinating Business Advisor Services
  - Funding to come from the County of Wellington
- Business Training Programs
  - A fee-based proposal is in development
- Recruiting & Prepping Mentors
- Minto to look after scheduling of business advisor, recruiting + training mentors and logistics of training sessions

### Benefits to Mapleton:

- Provides the use of LaunchIt to Mapleton
- Allows businesses opportunities to access the Small Business Advisor, as well as more opportunities for timing of appointments (i.e. one day a month in Mapleton but will be 3 days a month in the area if the one day in Mapleton doesn't suit a business)
- Opportunity to access mentors for businesses



# 2020 ENHANCED PARTNERSHIP PROGRAMS

## 5. Targeted Marketing & Promotion initiatives

- Northern Wellington Brand and Logo to be created for promotional use on partnered programming
  - Minto staff to lead design work + campaign development
- Communications & Social Media Strategies to be developed for Mapleton
  - Minto staff to lead Mapleton staff this process
- Continue to partner with the County of Wellington on CIP, Ridewell & other programs
- Northern Wellington Business Showcase (2021)



## Benefits to Mapleton:

- Producing and distributing print pieces that include the common programs will save us all money and gain more exposure
- Northern Wellington Business Showcase – to revive the Wellington North Showcase. event
  - Opportunity to combine efforts of all three municipalities and bring more exposure and participation to the event
  - Cost efficiency of sharing the costs of hosting one event
  - Opportunity to draw investors to the event



## . . . A FEW ITEMS OF NOTE

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- Only programs outlined in the previous slides are part of the 2020 enhanced partnership programs
- Resources will continue to report and be funded by the partner municipalities
- All other Economic Development programs in place in the three municipalities will continue to be the responsibility of the local municipality.
- Enhancements will be funded through Mapleton's Economic Development's existing budget
- Mapleton to be invoiced for Minto services provided



OPEN FOR  
DISCUSSION

January 2020

To: Mapleton Council

I am requesting Council's permission to have the large painting (removed from the Council Chambers) be returned to the old Town Hall, 33 Wellington St S, Drayton, operating as the Drayton Theatre.

Regards

Bruce Schieck





## Wellington County Training Officer

Centre Wellington Fire & Rescue  
250 Queen Street West • Fergus, Ontario N1M 1S8  
Tel: (519) 846-9691 ext. 397 • Cell (226) 820-4907  
Email: Chamilton@centrewellington.ca

**To:** Mayor Davidson and Mapleton Councillors  
**Date:** December 2, 2019  
**Subject:** Wellington County Fire Training Officer's Annual report for 2019

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### **Recommendation**

Council receives the Wellington County Fire Training Officer's annual report of 2019 for information purposes.

### **REPORT SUMMARY:**

This report will detail the County fire training activities for CY 2019.

- a) 2019 Recruit Firefighter Class
- b) County Training Website & Fire Lesson Plan Library
- c) Canadian Critical Incident Stress Conference & Training
- d) Local Fire Training & Development
- e) Inter-operability Training with Guelph-Wellington Paramedic Services (GWPS)
- f) Technical Support to County Fire Departments
- g) Inquiries from Other Counties

#### **a) 2019 Recruit Firefighter Class**

The County's 2019 Firefighter Recruit Class was the largest in the programs history at 42 participants. By comparison, our previous classes had an average group size of 20 to 25 recruits. Of the 42 recruits roughly 25% had pre-service certification, previous firefighting experience or both. Regardless of previous education or experience, all County recruits participate in the training program: as a skills refresher, to enhance teambuilding and as an introduction to the volunteer or paid-on-call duty expectations.

Their hands-on-training (HOT) was for the most part conducted at the Fergus and Elora fire stations with a few weekends arranged in Minto, Rockwood, Grand Valley and Guelph to make use of other available training resources. Provincial certification testing followed that combines written and skills evaluations to meet National Fire Protection Association (NFPA) standards for Firefighters.

Their first set of certification exams and skills evaluations for NFPA 1001 Firefighter I and NFPA 1072 Hazardous Materials Awareness was completed on July 13<sup>th</sup>. The Office of the Fire Marshal and Emergency Management (*OFMEM*), through their Academic Standards & Evaluation (*AS&E*) group controls the test scoring and the results were very positive. Their second set of exams and skills evaluations for NFPA 1001 Firefighter II and NFPA 1072 Hazardous Material Operations will complete their full certification. This testing was completed on November 16<sup>th</sup> in Fergus.



## *Wellington County Training Officer*

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Centre Wellington Fire & Rescue

250 Queen Street West • Fergus, Ontario N1M 1S8

Tel: (519) 846-9691 ext. 397 • Cell (226) 820-4907

Email: [Chamilton@centrewellington.ca](mailto:Chamilton@centrewellington.ca)

### **b) County Fire Training Website & Fire Lesson Plan Library**

The County fire training website was moved to the WIX platform as they provide easier editing and file management abilities. The Wellington County Fire Training Officer as part of his responsibilities continues to maintain and update the County Fire Training website and Lesson Plan Library. With access to the website, all Municipal Fire Training Officers and Recruits are able to find in one location all of the training documentation, schedules, etc. they need to assist them with their tasks.

The lesson plan library is structured to follow the current training textbook used by the recruit class. This ensures that all our instructors have access to current lesson plans so they can familiarize themselves with the teach points for a particular skill. These lesson plans are also applicable to ongoing training at the station level.

At this time the website is mostly a closed, non-public access site for internal usage by groups or individuals employed by one of the Fire Departments within Wellington County. In the future public access could be provided for Fire Prevention/Education messaging and information delivery if that's a desired direction.

### **c) Canadian Critical Incident Stress Conference & Training**

Police Officers, Paramedics, Firefighters, Dispatchers, etc. are front line operators that see, hear and witness traumatic events on a regular basis. At times those that are suffering need an unbiased, confidential peer support network to seek help from. Within Wellington County, Critical Incident Stress Management (CISM) teams have been trained and inserted into each of the emergency service providers ranks to offer localized peer support to their colleagues. The end goal is mental wellbeing for all, however the upfront aim is to work at removing the stigma from asking for help.

In early 2019, Inspector Lawson, Wellington County OPP approached the local first responder & emergency management communities and Wellington County with a grant that was available to be used to promote mental health and wellbeing. It was the direction of the management groups that representatives from the various groups attend the Annual Critical Incident Stress Congress Niagara Falls. The first two days of the conference are presentation based and the latter two days are geared to specific Critical Incident Stress Training.

Through Inspector Lawson and myself we've suggested to the groups that took part to consider sending personnel to the 2020 conference. This would be a means to continue with developing our CISM team's knowledge, and education so that our peer support teams stay current and are better able to support those amongst that may require assistance.

### **d) Local Fire Training & Development**

Minto Fire ran an NFPA 1021 – Fire Officer Level 1 course in the First quarter to primarily service an educational need within their department. Additional spaces were offered to surrounding fire departments



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to fill out the roster. Training took place at the Palmerston Station on a weekday evening to accommodate paid-on-call staff availability. Training was delivered by Chief Harrow as the Lead Instructor. The duration of the course including the exam was approximately 8 weeks.

An NFPA 1521 – Incident Safety Officer course was run Nov 29/30 & Dec. 1 for the County. I had hoped to get this launched earlier, however the OFMEM spent the better part of the past 6 months revising the course content. This course will be offered to personnel within Wellington County with NFPA 1021 Fire Officer Level 1 or higher and there will be a limit of 15 students. This course provides the learner with a skill set that will be utilized at incidents to ensure safety in all operations with the goal of reducing, eliminating or preventing injuries or deaths through active monitoring of the scene.

Training will be classroom based with some components consisting of “hands on” skill development. There will be a written exam administered on the final day by OFMEM proctors. Training will be facilitated out of the Puslinch Fire Station. The lead instructor will be John Uptegrove from Puslinch Fire. John has been instrumental in the redevelopment of this course for use by the OFMEM across the province.

For 2020, I hope to be able to host another NFPA 1021 – Fire Officer Level I course in the County. We have been served with excellence by our current senior officers and Captains at incident scene, but we must also recognize succession planning needs. As our current supervisors/managers begin to retire from the fire service or move out of our communities, replacements should be ready and able to fill these roles. Each department has a promotional process which includes attaining certifications through provincially approved course and testing. By providing fire service management education programs to current firefighters, there should be a smooth transition of new officers into these roles.

I was able to attend the 2019 Ontario Fire Training Officer Association (OFTOA) Training Officers Workshop in Gravenhurst this September and though the seminars offered gained further insight into several topics that I will develop into training packages that can be shared or delivered personally within the County. Of particular interest were the Underwriter Laboratories (UL) presentations on basement fires and fire dynamics.

Basement fires are of extreme danger to both firefighters and occupants due to their confined nature and rapid growth potential. Fire dynamics is the study of how hot fire gases flow during structure fires and what the fire service can do to more quickly mitigate the effects of these gases on victims and structures. Both of these topics were presented with actual data and video that backs up the science behind them. Having solid, evidence based proof makes it easier to get buy-in with even the most seasoned firefighters.

With the assistance of the Guelph Wellington Hoarding Response group, a training presentation aimed at firefighters was created for the County. While we can impose corrections to fire code violations, there's little that a fire department can do to address the actual hoarding situation. This presentation offers insights into the whys of hoarding, some strategies for dealing with a hoarding situation and offers primary contacts that can provide follow up support to individuals. Emily Gibson from the hoarding response group has delivered



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the training to several of the fire County fire department so far this year. The presentation is short enough that Training Officers can easily pair it with other medical based training that's scheduled.

Similarly a training presentation on interactions between firefighters and persons with autism was developed by Jon Brnjas of Minto Fire. Since most incidents that the fire service attends are stressful, this sensory overload can provoke challenging behaviours when making contact with an autistic person. His presentation is based upon firsthand knowledge and is meant to provide simple management techniques for firefighters to use at incidents to encourage better outcomes. Jon has delivered his program to several of the County fire departments so far this year.

### **e) Inter-operability Training with Guelph-Wellington Paramedic Services (GWPS)**

As a part of GWPS's annual training refresher, each of their paramedics participated in a series of joint training exercises with Centre Wellington Fire & Rescue at the Fergus Station. Training overviews included: auto extrication; firefighter bunker gear/SCBA donning & doffing; firefighter CPR; and low & high angle rope rescue.

This training was held over 10 days in late Sept and I had the pleasure of guiding the paramedics through the auto extrication overview. It was an excellent opportunity to provide the group with an overview of how the fire service handles motor vehicle collisions, how EMS integrates into the incident and critical safety aspects they need to consider at these incidents. As this training was "hands on", they were able to operate a variety of the tools that firefighters use including the "jaws-of-life" cutters and spreaders on actual vehicles.

### **f) Support to County Fire Departments**

I've been active in filling in at several of the County fire departments when they've needed either a replacement instructor or manpower to run training scenarios at their stations. When requested I've delivered and picked up training props based upon their needs within the County. The Wellington County Fire Training Officer is also available to assist and support Member Municipal Fire Departments at emergency calls as requested by Incident Command of the responding Municipal Fire Department.

I meet regularly with each department to review and discuss training needs, programs or procedures to support their local training programs. Additionally, I provide the Fire Chief's with County training updates at their monthly meetings.

For our 2020 recruit class, I will be starting their skills training in February versus March. This change will give me a few additional weekends to allow for skills training to be run on a single day instead of a full weekend. Additionally, it gives the recruits more time to study and has less of an impact upon their time away from their families. In the past there was a need to get trained firefighter "on the trucks" quicker, however in recent consultations with the Fire Chiefs this is no longer deemed to be a priority.



## *Wellington County Training Officer*

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For future provincial examinations, the OFMEM is moving towards on-line exam testing. Testing would be done via Wi-Fi connected laptops through a secure portal. The testing will continue to be multiple choice based, time controlled and supervised by a proctor. This method will streamline certification testing, provide instant scoring and improved access to student records.

On-line testing is scheduled to go into service at some point in 2020. I'm hoping that it will be active in time for the next set of written exams scheduled for July 2020. I anticipate that there will be training offered by the OFMEM to help roll out the on-line testing and recordkeeping management system.

### **g) Inquiries from Other Counties**

With the success of our County fire training program, other Counties have been asking for details. Myself and my predecessor Jon Karn made a presentation to Woolwich Township's fire chiefs early in 2019 to outline the program. They have a similar structure of several fire departments that are struggling with timely recruit training, unified lesson planning and shared training resources.

I've recently been contacted by the Fire Department of North Huron with an initial inquiry regarding the estimated cost per student of our recruiting program. They are looking at a similar collective approach to recruit training and shared resources. Should they wish further help in proposing the program to their local councils, I've indicated I'd be able to provide them assistance.

These inquiries are in my opinion a reflection of the quality of the program, our instructors and the recordkeeping that's currently in-place.

Respectfully Yours,

*Chamilton*

Charles Hamilton | **Wellington County Fire Training Officer**

# Community Safety and Well-Being Planning- **Update**

Township of Mapleton Council  
28 January 2020

Angelle Eybel  
Co-Chair  
Safe Communities Wellington County



# Draft CSWB Framework

- Cover: Wellington County Community Safety and Well-Being Plan: Presented by Safe Communities Wellington County
- Page 1: Message from County Warden and Police Services Board Chair
- Page 2: Introduction
- Page 3: Community Safety and Well-Being defined with evidence-based goals
- Page 4: The Model
- Page 5: Structure - CSWB as it relates to SCWC (Diagram)

Page 6: Structure Outlined/Defined

Page 7: Using the structure to achieve priority-focused outcomes

Page 8: Measuring Results

Appendices:

- Priorities based on SCWC 2018 Priority-Setting Exercise inclusive of Municipal input
- Priorities - County-wide and by Seven (7) Member Municipalities
- Examples of Success
- Partners Listing

The CSWB plan is designed to be a strategic document, written at a macro level to allow interchangeability based on the fluid needs and priorities of each municipality



# Appendices: Member Municipalities

What does harm and injury reduction look like in Municipality “X”?

The last 3 years

What has been done? *Examples*

The next 3 years

What will the Municipality do to support CSWB plan? *Examples*

What will success look like?

# Appendices: Municipality “X”

## WHAT DOES COMMUNITY SAFETY and WELL-BEING MEAN

Community Safety and well-being is a foundational priority of the municipality in partnership with its’ stakeholders.

## THE LAST THREE YEARS

Municipality “X” has demonstrated a commitment to ensuring it’s residents feel safe and secure through the support and delivery of many programs. The municipality has also undertaken to have representation on Safe Communities Wellington County.

## WHAT WE HAVE DONE

Examples:

## THE NEXT THREE YEARS

The municipality understands that to grow, thrive, and prosper it must make every effort to cultivate and support partnerships within and external to the community. This commitment will see the establishment of identified, actionable and attainable priorities, that together, will promote the safety and well-being of all those in the community.

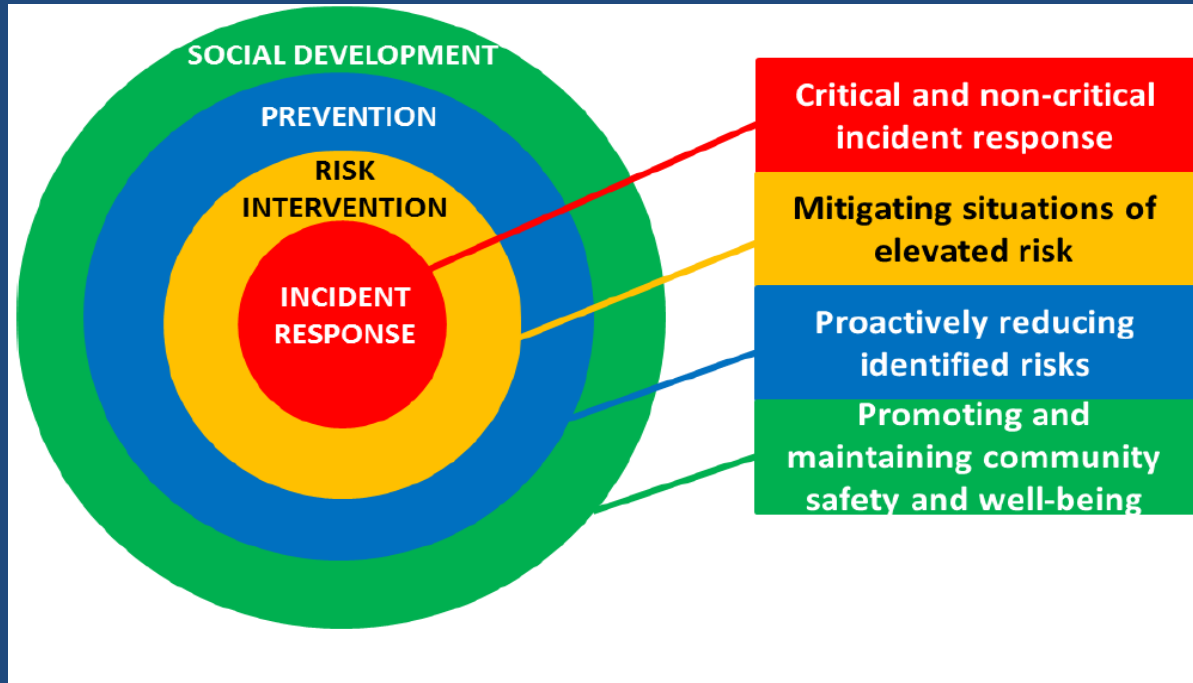
## WHAT WE WILL DO

Examples:

## WHAT WILL SUCCESS LOOK LIKE?

The goal of the municipality is to mitigate situations of elevated risk, proactively identify those risks, then promote and support programs that achieve successful outcomes.

# The Model





# Next Steps

- Develop fulsome draft framework strategy to present to PSB – **In progress**
- Consult with local Municipal Councils – **In progress**
  - populate current statistics ie: Public Health
  - input and local evidence-informed priorities
- Drafting of Appendices – post consultation
- Present to SCWC Executive, Leadership Table – consultation/input
- Update Police Services Board - draft document
- Partner with County Communications to develop final product
- Present final document to Police Services Board
- County Council approval by resolution – submit to SOLICITOR GENERAL

# Questions / Discussion

Christine Veit  
Program Co-Ordinator  
Safe Communities Wellington County  
226-820-1413



## KINSMEN CLUB OF DRAYTON - FOUNDERS DAY 2020



HELLO EVERYONE,, THANK YOU FOR HEARING MY PRESENTATION. AS YOU MAY KNOW I AM A PROUD MEMBER OF OUR LOCAL DRAYTON KINSMEN CLUB. WE AS A CLUB STRIVE TO FIND WAYS TO **SERVE THE COMMUNITIES GREATEST NEEDS.** From fundraising efforts and community events, this group of young men, have tried our best to help improve the community that we live in. We like to keep the "FUN" in Fundraising.

A few of the initiatives that the Kinsmen have been involved with over the years include...  
**SPORTS FIELDS, PARKS AND PLAYGROUND EQUIPMENT, AND VARIOUS DONATIONS TO LOCAL HOSPITALS, CHARITIES, AND GROUPS IN NEED.**( music, skating, youth center, empowerment day, big brothers/sisters. etc.)

Since 1968, The Drayton Kinsmen Club mandate includes volunteer service, personal development, family values and national pride.

Nationally, Kin Canada has a proud history. Founded in Hamilton in 1920 by Hal Rogers, Kin Canada has touched lives both in Canada and in countries across the globe.

The organization then began supporting cystic fibrosis research in 1964. Since that date, Kin clubs across Canada have raised nearly 50 million dollars in an effort to prolong life and strive to find a cure.

So now the organization is preparing to celebrate its 100th anniversary. All across Canada, clubs are partnering with their municipalities to raise a flag for a day/ week etc. A small ceremony takes place and local dignitaries, media, club members, and the local community are invited to attend.

The Kinsmen clubs request is to obtain approval to use the Firehall flag pole to raise a Kin Canada flag on the morning of February 22, 2020. 9am. At that point, a dignitary (Mayor) would announce the proclamation and the flag would be raised. Follow the flag raising ceremony, you will see our club members scatter around the community, providing acts of kindness to the community. As part of our Annual "KIN KINDNESS DAY", acts of kindness will include but not limited to ( helping pack and carry groceries, offering free coffee, hot chocolate, open a door for a stranger, handshake and a smile, shovel a driveway "weather permitting"!!)etc.

If this request is approved, our Founders day chairman(Craig Frere) would collaborate with council on the details and create the appropriate schedule of events.

Thank You for your time in hearing this.

CHAD BRIDGE. 2020 Club President.



# KIN CANADA CENTENNIAL CELEBRATION

*Celebrating 100 years of service to Canadian communities*



# FOUNDERS DAY- RAISE THE FLAG



PROCLAMATION

Whereas, Kin Canada has been a vibrant, responsible, all-Canadian association of service clubs devoted to the concept of serving its communities throughout Canada since its founding in Hamilton, Ontario, on February 20, 1920,

Whereas, Kin Canada has been dedicated to meeting the needs of our community and has diligently sought the development and completion of timely, relevant programs to meet the needs and challenges of our ever-evolving society,

Whereas, Kin Canada is celebrating its 100th anniversary on February 20, 2020,

Therefore, I, \_\_\_\_\_ of the \_\_\_\_\_

of \_\_\_\_\_, feel that each citizen would welcome the opportunity to pause and reflect with pride on the rich heritage of accomplishment throughout the 100 years Kinsmen, Kinette and Kin clubs have been in existence in Canada. And with the express idea of honouring our local club,

I DO HEREBY DECLARE

Saturday, February 20, 2020  
**Kin Canada Day**

and declare the week of

February 16 - 22, 2020  
**Kin Canada Week**

a Celebration of Kinsmen, Kinettes, and Kin in Canada  
and urge all citizens to salute their local Kinsmen, Kinettes, and Kin members.

IN WITNESS WHEREOF, I  
have here unto set my hand and caused the seal of the

\_\_\_\_\_

to be affixed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature)



## Communicate

Make sure the lines of communication are always open, honest and respectful.

*Communication methods can include:*

*Phone - In-Person - Email - Text - Social Media - Mail/Letters*

Reaching out to your town/municipal officials at the start of the Kin year is a good practice to encourage within your Club.

## Encourage Partnerships

- Recognize the value of working with your town/municipal officials;
- Show initiative to work with other service/community organizations;
- Ensure relationships are mutually beneficial;
- Follow the rules (i.e. completing the appropriate paper work);
- Ask how you can help your town/municipal officials;
- Find out how your town/municipal officials can help you.

## Send Invitations

- Invite your local council and MPs...
  - to events/projects
  - to meetings
  - to consult
  - to Charter Nights
  - to Fall Leadership Conference (FLC)
  - to District Convention
  - to Founder's dinners/celebrations

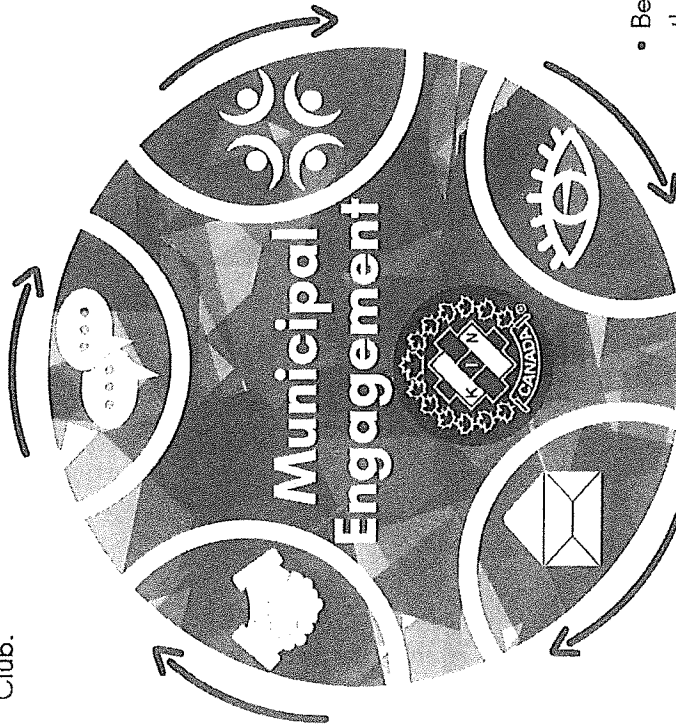
...so they feel valued!

## Build Relationships

- Attend council/town meetings;
- Get to know council members on an informal basis;
- Ensure mutual respect;
- Get to know the needs of your community;
- Request a meeting with your town/municipal officials share about Kin, discuss town/municipal needs and mutual goals;
- Communicate with your local officials often and keep them in the loop

## Be Visible

- Be involved in your community (not just through Kin);
- Attend municipal functions/events with your club or individually;
- Support community projects/events;
- Ensure the community knows what your club is doing (projects, mission, purpose etc.);
- Wear your Kin clothing in public
- Be transparent (follow through, talk the talk and walk the walk).



### Points for Consideration

- Designate a club liaison to manage municipal relations
- Bring your town/municipal officials in as club members
- Be aware of the clubs attitude towards town/municipal officials, and the municipality as a whole
- Thank your local officials and town/city council members
- Remember, you need them just as much as they need you
- Have fun!

For more information, questions or further suggestions for resources please contact the National Club Support Committee at [clubsupport@kincanada.ca](mailto:clubsupport@kincanada.ca)

## THE CORPORATION OF THE TOWNSHIP OF MAPLETON

### FINANCE REPORT FIN2020-02

TO: Mayor Davidson and Members of Council  
FROM: John Morrison BA, CPA, CGA Director of Finance  
RE: CityWide Asset Management Software  
DATE: January 28, 2020

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#### **RECOMMENDATION:**

THAT Township of Mapleton Council receive Finance Report FIN2020-02 regarding CityWide Enterprise Asset Management Software; and

1. authorizes the purchase, training and implementation of the software for the sum of \$57,300 plus HST; and
2. approves the annual support and maintenance fee for the CityWide Works Module of \$11,500 plus HST; and
3. permit the Township to hire and secure the services of a GIS technician on a 1-year employment contract or engage such services from a third-party entity for a sum not to exceed \$100,000.

#### **BACKGROUND:**

In 2019, the Ministry of Municipal Affairs & Housing (MMA) provided the Township with an unconditional one-time grant of \$581,800 to help modernize service delivery and reduce future costs. Council set aside \$25,000 for a KPMG service review for Wellington County and member municipalities. One of its key recommendations, the top 20 in 20 Opportunities, was to explore and consider a standardize software tool for county-wide Asset Management service delivery.

CityWide Enterprise Asset Management Software is currently deployed in 5 of the member municipalities within the County of Wellington; the other member municipalities have no asset management software. Therefore, there is a unique opportunity to establish and implement a county wide asset management system.

Asset Management software is necessitated by Ontario Regulation 588/17, that will require every municipality to prepare an asset management plan in respect of its core municipal infrastructure assets by July 1, 2021, and in respect of all of its other municipal infrastructure assets by July 1, 2023. Such plans must include qualitative descriptions and technical metrics about the lifecycle activities of the infrastructure and costs to maintain current levels of services.

**PREVIOUS PERTINENT REPORTS:**

CL2019-18 Provincial Modernization Grant

**DISCUSSION:**

Citywide Software applications are open-sourced, web-hosted, enterprise programs that assist municipalities to centralize data and develop an Asset Management program. The core modules are the “Asset Manager” which provides and defines the qualitative descriptions and technical metrics of the asset and “Works” a work order system. Included is GIS integration for viewing of asset location through the TCA database, mapping work orders/service requests and project prioritization for filterable reporting and viewing.

This data integration will initiate a management system for the life cycle costing and the determination of asset replacement costs for the Township’s infrastructure. Tangible Capital Asset accounting will improve as better profiles for each asset class is more wholly established and clearly delineated. Capital budgeting with project prioritization is enhanced with dynamic risk modelling as all asset attributes can be used to determine budget optimization. Work orders will permit a schedule of preventative maintenance and mobile apps via tablets or phones will enable better resource costing of parts, materials, equipment, employee labour hours and other costs as they are incurred. Therefore, reporting can leverage maintenance decisions, automate time sheets and track front-line requests from residents related to and not related to assets.

GIS is a core component to the functionality that connects these complex concepts and decision-making scenarios. Currently the Township has about 10 to 15 percent of its infrastructure properly mapped with GIS coordinates. Dedicated resources are required to address this deficiency and this report is seeking Council’s approval to secure the services of a GIS technician, on a 1-year employment contract or engage a third-party entity.

**CONSULTATION:**

Discussions with the County of Wellington and member municipalities are being undertaken to establish a county-wide asset management system.

**FINANCIAL IMPLICATIONS:**

PSD Research Consulting Software is the consulting firm that provided pricing for the CityWide Software Applications. These enterprise-wide programs require no additional third-party licenses, no additional onsite equipment, space, electrical or onsite technical support staff. The PSD pricing eliminates the traditional per seat licensing model employed by most legacy software providers.

<b>CityWide Works Software Enterprise License with I-Frame</b>			
	<i>Basic Software Cost</i>	\$	19,500.00
<b>Implementation Professional Services</b>			
	Needs Assessment		
	Kick-Off Meeting		
	Project Plan/Schedule		
	Project Update Meetings, Status Reports, Issues		
	Go Live Meeting		
Project Management	<i>Total Project Management Cost</i>	\$	3,200.00
	Data Analysis & Upload		
	Testing		
	Go Live support		
	<i>Total Data Migration &amp; Implementation</i>	\$	25,800.00
	Works Administrator Training		
Training	CityWide System administrator Training		
	End User Training		
	<i>Total Training</i>	\$	8,800.00
	<i>Total Software and Implementation Costs</i>	\$	57,300.00
<b>Annual Support/Maintenance</b>			
	City Wide Works Module	\$	11,500.00

In estimating the cost for a GIS technician or contracting to a third-party entity staff assumed a worst-case scenario of \$100,000 for this service.

The funding for this project is the modernization grant provided by MMA.

**SUMMARY:**

The CityWide Enterprise software solution will establish a system for managing the Township’s infrastructure. This solution includes sophisticated financial modeling, TCA accounting, automated time sheets, performance measures and geographic information. Included is a work order system that can track front-line requests from residents related to and not related to assets.

This software package was developed specifically for the public sector. As it becomes deployed by the County and by its member municipalities there will be greater synergy and cooperation in Asset Management that will lead to the development of common standards

**COMMUNICATION:**

NA.

**STRATEGIC PLAN:**

**Municipal Infrastructure:** n/a

**The Local Economy:** n/a

**Recreation:** n/a

**Municipal Administration:** n/a

**Financial Responsibility:**

Establishing and developing an Asset Management Program.

Prepared By:  
John Morrison  
Director of Finance

Reviewed By:  
Manny Baron  
CAO

Attachments: None

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**FINANCE REPORT FIN2020-03**

TO: Mayor Davidson and Members of Council  
FROM: John Morrison, Director of Finance  
RE: 2020 Interim Property Tax Levy  
DATE: January 28<sup>th</sup>, 2020

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**RECOMMENDATION:**

THAT Township of Mapleton Council receive Finance Report FIN2020-03, dated January 28<sup>th</sup>, 2020, regarding the 2020 Interim Property Tax Levy;

AND FURTHER THAT Council approve By-Law 2020-Draft being an Interim Tax By-Law.

**BACKGROUND:**

Section 317 of the Municipal Act, 2001, provides municipalities with the authority to enact a by-law establishing an interim property tax levy at no more than 50 per cent of the preceding year's taxes for each property in each tax class. Section 342 of the Municipal Act 2001, authorizes municipalities to set due dates in the year for which taxes are due. This is an annual by-law which is procedural in nature.

**PREVIOUS PERTINENT REPORTS:**

None

**DISCUSSION:**

The passing of the 2020-Draft Interim Property Tax Levy By-law will authorize the Treasurer to levy 50% of last year's annual taxes. The interim Property Tax By-law facilitates a stable and consistent flow of funds. Once we have fully approved tax rates from the County of Wellington, the Ministry of Education and our own tax rate by-law in place we will prepare the Final Property Tax levy.

Below are the proposed due dates for Interim Levy and the Final Levy

**Interim Levy**

First Instalment: Friday, March 27, 2020

Second Instalment: Friday, June 26, 2020

**Final Levy**

Third Instalment: Monday, September 28, 2020

Fourth Instalment: Friday, November 27, 2020

**FINANCIAL IMPLICATIONS:**

Passing of an interim tax levy by-law is required in order to ensure a stable and consistent flow of funds.

**SUMMARY:**

The recommendation is to pass the proposed Interim Tax Levy By-law, thereby providing the Township with a stable and consistent flow of funds until the final estimates are passed later in the year.

**COMMUNICATION:**

As noted in the body of the draft by-law;

1. "3. THAT the Deputy Treasurer is hereby authorized to deliver by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a printed notice of interim taxes due."

**STRATEGIC PLAN:**

*Municipal Infrastructure: n/a*

*The Local Economy: n/a*

*Recreation: n/a*

*Municipal Administration: n/a*

*Financial Responsibility:*

To ensure a stable and consistent flow of funds.

**Prepared By:  
Heather Trottier**

**Reviewed By:  
John Morrison**

**Reviewed By:  
Manny Baron**

**Financial Analyst**

**Director of Finance**

**CAO**

Attachments. (1) By-law 2020-Draft Interim Tax Levy



**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-Draft**

**A By-law to provide for an Interim Tax Levy on all assessment and to specify installment due dates and stipulate penalty and interest rates for taxes in default.**

**WHEREAS** Section 317(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality, before the adoption of the estimates for the year, may pass a by-law levying amounts on the assessment of property rateable for local municipality purposes;

**AND WHEREAS** Section 317(2) of *The Municipal Act, S.O. 2001, c. 25*, as amended permits that a by-law under subsection (1) shall be passed in the year that the amounts are to be levied or may be passed in November or December of the previous year if it provides that it does not come into force until a specified day in the following year.

**AND WHEREAS** Section 317(3) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that the amount levied on a property shall not exceed 50 per cent of the total taxes that were levied for municipal and school purposes for the previous year;

**AND WHEREAS** Section 342(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality may provide for the payment of taxes in one amount or by instalments;

**AND WHEREAS** Section 346(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that all taxes shall be paid to the Treasurer, except as may be provided under Section 346(2) where payment may be made by any person into a financial institution to the credit of the Treasurer of the municipality;

**AND WHEREAS** Section 345 of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality may impose a percentage charge as a penalty for non-payment of taxes on any class or instalment thereof, not exceeding 1.25 percent on the first day of default; and on the first day of each calendar month thereafter in which default continues, interest may be charged not exceeding 1.25 per cent per month;

**AND WHEREAS** Section 347(1-3) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides for the allocation of payment received on account of taxes;

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

1. THAT the 2020 interim taxes on a property will be based on 50% of the taxes levied on the property in the tax year 2019.
2. THAT the taxes levied under this by-law shall be payable in two instalments, and the due dates for payment shall be as follows;

First Instalment: Friday, March 27, 2020  
Second Instalment: Friday, June 26, 2020

3. THAT the Deputy Treasurer is hereby authorized to deliver by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a printed notice of interim taxes due.
4. THAT failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any instalment, does not affect the timing of default or the date from which late payment charges shall be imposed.
5. THAT penalty/interest of 1.25 per cent will be added to property taxes which are in default, in accordance with Section 345 of *The Municipal Act, S.O. 2001, c. 25*, as

amended, on the 1<sup>st</sup> business day of the next month and every month thereafter in which the default continues.

6. THAT the Treasurer be authorized to accept partial payment for taxes, from time to time, if it does not affect the collection of taxes registered for tax arrears.
7. THAT the Treasurer be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time but no such payment shall be received after a tax arrears certificate has been registered under Part XI of *The Municipal Act*, S.O. 2001, c. 25, as amended.
8. THAT the current taxes and tax arrears are payable by cash, cheque or Interac/debit at the Township of Mapleton Municipal Office, 7275 Sideroad 16 or by cheque mailed to P O Box 160, Drayton Ontario N0G 1P0. Current taxes are also payable at most Financial Institutions, via on-line banking and by telephone banking.
9. THAT Section 342(1) of *The Municipal Act*, S.O. 2001, c. 25, as amended, provides the Treasurer with the authority, on default of payment of any instalment by the day named above for payment thereof, that the subsequent instalment or instalments shall become payable immediately.
10. THAT this by-law shall be deemed to come into force and effect on January 28th, 2020 and shall apply to all tax classes.

**READ** a first, second and third time and finally passed this 28<sup>nd</sup> day of January 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**FINANCE REPORT FIN2020-04**

TO: Mayor Davidson and Members of Council  
FROM: John Morrison BA, CPA, CGA Director of Finance  
RE: RLB LLP's Audit Engagement Letter  
DATE: January 28<sup>th</sup>, 2020

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**RECOMMENDATION:**

THAT Township of Mapleton Council receive Finance Report FIN2020-04 dated January 6<sup>th</sup>, 2020 regarding RLB LLP Chartered Accountants' Audit Engagement Letter, as information.

**BACKGROUND:**

The engagement letter is to document and confirm RLB LLP's acceptance of the appointment, outline the objective and scope of the audit, and more clearly define the extent of the respective roles and deliverables for Council, Management and RLB LLP.

The 2020 Audit Plan areas of emphasis include

- 1) Examine accounting systems and controls for all significant transaction cycles.
- 2) Adopt a control reliance strategy where appropriate to increase audit efficiency:
  - a) Taxation revenue, cash receipts, taxes receivable
  - b) Purchases, disbursements, payables
  - c) Payroll
  - d) General computer controls
- 3) Substantive testing of year end balances including grant revenue and receivablesdet
- 4) Search for unrecorded liabilities
- 5) Independence reporting

Materiality is set at \$420,000. RLB LLP will review all errors more than 2% of materiality.

The audit field work will commence the week of April 6<sup>th</sup> -9<sup>th</sup>, 2020.

**FINANCIAL IMPLICATIONS:**

N/A

**COMMUNICATION:**

N/A

**SUMMARY:**

The purpose of the audit engagement letter is to communicate the auditor's 2020 audit plan for the Corporation of the Township of Mapleton. Define the roles and deliverables for Council, Management and RLB LLP. Establish the dollar threshold for the risks of material misstatement that determines the nature, timing and extent for further audit procedures. This report is for Council information.

**STRATEGIC PLAN:**

**Municipal Infrastructure:** n/a

**The Local Economy:** n/a

**Recreation:** n/a

**Municipal Administration:** n/a

**Financial Responsibility:**

To obtain reasonable assurance that the financial statements are free of material misstatement.

Prepared By:  
John Morrison  
Director of Finance

Reviewed By:  
Manny Baron  
CAO

**Attachments:**

1. RLB LLP Audit Engagement Letter, January 6th, 2020 Murray Short MBA, CPA, CA



Chartered  
Professional  
Accountants

January 6, 2020

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

Dear Members of Council:

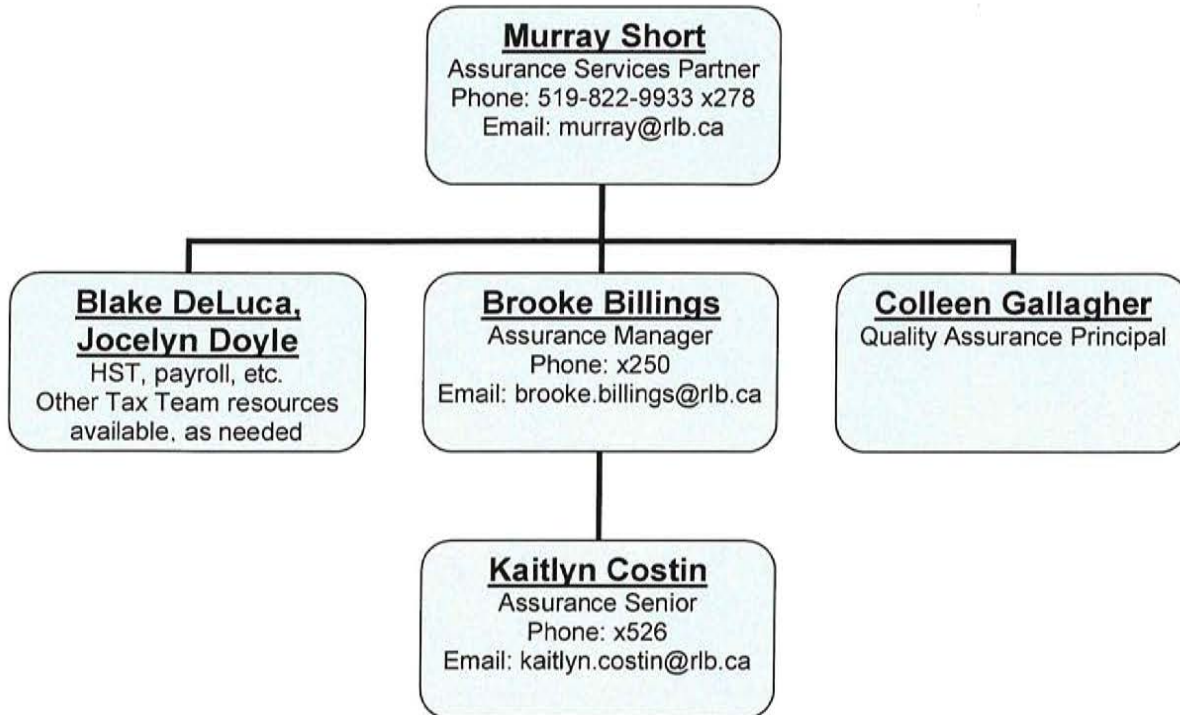
Thank you for re-appointing RLB LLP as auditors of The Corporation of the Township of Mapleton for the year ended December 31, 2019. The purpose of this letter is to communicate our 2019 audit plan for The Corporation of the Township of Mapleton and to ensure that management and Council are aware of the following:

- Objectives and scope of our audit
- Planned approach for the 2019 financial statement audit
- Update on issues that may impact the audit in current and future years
- Areas of emphasis

**RLB LLP's Objectives and Scope of our audit**

- Obtain reasonable assurance that the financial statements are free of material misstatement
- Evaluate the fairness of presentation of the financial statements in conformity with accounting standards established by the Chartered Professional Accountants of Canada
- Report to management and Council:
  - Significant internal control weaknesses,
  - Matters required under Canadian Auditing Standards,
  - Matters we believe should be brought to your attention.

## RLB LLP's Assurance Service Team



## Financial Reporting Responsibilities

### *Council*

- Provide, as a part of financial process, effective corporate governance
- Regular oversight and review of financial information and management financial process
- Ensure accurate financial reporting and sound internal controls
- Review performance measures
- Approve the Audited Financial Statements

### *Management*

- Maintain cost-effective internal control environment
- Provide timely and accurate disclosure of financial results
- Report results on a fair and consistent basis
- Exercise care in establishing accounting estimates
- Apply appropriate accounting principles
- Establish internal controls over fraud and error

### *RLB LLP*

- Perform cost-effective risk-based audits tailored for your organization's specific risks
- Review the effectiveness and reliability of key internal controls
- Assess accounting principles, estimates and financial disclosures in accordance with accounting standards
- Provide year end reporting to Council
- Provide our opinion in the audit report which we attach to management financial statements

### Management Deliverables

- Prepare required information as agreed with RLB LLP to be able to perform the audit
- Provide documentation and support for accounting used by management for all significant or unusual transactions and estimates
- Identify related parties, if applicable
- Provide written representations

### RLB LLP Deliverables

- Communicate with management and Council to review audit plan
- Review financial statements and management letter findings with management and Council
- Provide audit opinion on financial statements
- Prepare and file Financial Information Return
- Report to Council as required under Canadian Generally Accepted Auditing Standards (CAS 260, 265 and 580)
- Seek pre-approval from management or Council for all additional services
- Communicate control deficiencies

### Audit Approach

- Examine accounting systems and controls for all significant transaction cycles
- Adopt a control reliance strategy where appropriate to increase audit efficiency:
  - Taxation revenue, cash receipts, taxes receivable
  - Purchases, disbursements, payables
  - Payroll
  - General computer controls
- Substantive testing of year end balances including grant revenue and receivables
- Search for unrecorded liabilities
- Independence reporting

### Audit Timeline

Interim Audit Testing	January 16, 2020
Communication of Audit Plan to Management/Council	January 6, 2020
Year-end Testing	April 6-9, 2020
Reporting to Council	TBD
Issuance of Audit Report and Financial Statements	To follow

## **Annual Inquiry Related to the Risk of Fraud**

Please consider the following questions to help determine the specific risks of fraud and error with the municipality. We will provide the annual representation letter for signature by a member of each Council and management with the audited Financial Statements, where representation will be made regarding the assessment of fraud at the municipality.

- Are you aware of any instances of fraud perpetrated against the municipality by any of its employees, management, or Council?
- Are you aware of any instances of fraud perpetrated by the municipality against creditors, suppliers, lenders, investors, funders, government agencies, or any other business associates?
- Do you believe there is a high level of risk of fraud being perpetrated against or by the municipality – specifically, which risks are classified as the highest risk, and what specifically is management or those charged with governance doing to mitigate these risks?
- Has Council made an assessment of the entity's susceptibility to fraud?
- Does management have a process for identifying and responding to fraud risk factors?

## **New Public Sector Accounting Standards**

There are no significant impacts anticipated from new standards on the financial reporting of your municipality for 2019.

*These are effective for fiscal years beginning on or after April 1, 2021.*

- PS1201: Financial Statement Presentation – expands the requirements for financial statement presentation and disclosure for various categories: financial assets, non-financial assets, revenues, expenses, and losses arising from asset impairment and changes in valuation allowances
- PS2601: Foreign Currency Translation – describes accounting treatment for foreign currency transactions, and how they should be presented and disclosed
- PS3041: Portfolio Investments – defines portfolio investments, and describes accounting treatment and disclosure requirements
- PS3450: Financial Instruments – requires additional disclosure in the notes to the Financial Statements to include the various risk components of financial instruments: credit risk, currency risk, interest rate risk, liquidity and market risk
- PS3280: Asset Retirement Obligations – describes criteria if there is a legal obligation to remove the tangible capital asset and if the entity controls the tangible capital asset to be retired

*These are effective for fiscal years beginning on or after April 1, 2022.*

- PS3400: Revenue – describes how to account for and report on revenue and specifically differentiates between revenue arising from transactions including and excluding performance obligations



## 2019 Audit Plan: Materiality

When establishing the overall audit strategy, materiality is determined for assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.

- Planning Materiality - \$420,000
- Materiality
  - Professional judgment that is made in the context of our knowledge, assessment of risk and reporting requirements
  - Very significant in determining the scope of our work
  - We will review all errors in excess of 2% of materiality

## Areas of Emphasis

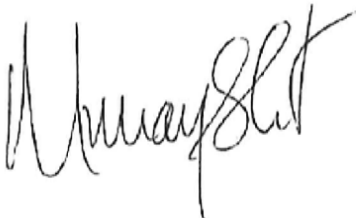
- Taxation revenue and receivables - collectability
- Grant revenue and receivables - completeness and existence
- Operating expenses - completeness and existence
- Tangible capital assets - completeness, existence and valuation
- Reserve, reserve funds and amounts set aside by Council - completeness and existence

If you have any questions about these or other matters relating to any of our professional services, we would be pleased to discuss them further with you.

Yours truly,

**RLB LLP**

Per:

A handwritten signature in black ink, appearing to read 'Murray Short', written in a cursive style.

Murray Short, MBA, CPA, CA  
Engagement Partner

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**  
**FINANCE REPORT FIN2020-05**

TO: Mayor Davidson and Members of Council  
FROM: John Morrison BA, CPA, CGA Director of Finance  
RE: Temporary Borrowing By-Law for 2019  
DATE: January 28<sup>th</sup>, 2020

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**RECOMMENDATION:**

THAT Township of Mapleton Council receive Finance Report FIN2020-05; and

1. authorize the temporary borrowing, if required, a maximum amount not to exceed \$4,251,345 from January 1<sup>st</sup>, 2020 to September 30, 2020 and \$2,125,672 from October 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 2020 to meet expenditures of the municipality until taxes are collected and other revenues are received; and
2. that the Township maintain an existing \$2 million-dollar line of credit, if needed, from the Royal Bank of Canada; and
3. that the Treasurer report to Council in advance of any new temporary borrowing arrangements, if required; and
4. that Staff be authorized and directed to do all things necessary to give effect to this resolution.

**BACKGROUND:**

Section 407(1) of the *Municipal Act, 2001* states:

“At any time during a fiscal year, a municipality may authorize temporary borrowing until the taxes are collected and other revenues are received, of the amount Council considers necessary to meet the current expenditures of the municipality for the year...”

The Township’s cash management practices and polices has not necessitated bank financing for operating purposes in the past few years. However, a temporary borrowing by-law is recommended for unforeseen circumstances.

Subsection 407(2) of the *Municipal Act, 2001* governs the upper limits on the amounts the Township can borrow, as follows

- a) from January 1 to September 30 in the year, 50 per cent of the total estimated revenues of the municipality, as set out in the budget for the year; and
- b) from October 1 to December 31 in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year.

Subsection 407(3) of the Municipal Act, 2001 provides that until the budget is adopted in a year, the limits upon borrowing under subsection (2) shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year.

**PREVIOUS PERTINENT REPORTS:**

FIN2019-05 Temporary Borrowing By-law for 2019

**DISCUSSION:**

A temporary borrowing by-law should be adopted each year to secure the Township's \$2 million-dollar line of credit. The Royal Bank of Canada, may from time to time, request a copy of the Township's temporary borrowing by-law so that it may be aware of the limits as set forth in the by-law, should a necessity to borrow arise. Currently the \$2 million-dollar line of credit is not utilized. The interest rate on the line of credit, should it be utilized, is Royal Bank prime rate minus 0.75% per annum.

While the Township is not using any short-term borrowing, a temporary borrowing by-law is intended to ensure that the Township can bridge any funding deficiency resulting from unanticipated or unforeseen events.

Financing operational needs for a period of less than one (1) year pending the receipt of taxes and other revenues or financing capital assets pending long-term capital financing, debentures and/or grants may be secured from various short-term sources:

- a) Bank line of credit or loan agreement
- b) Short-term promissory note
- c) Bankers' Acceptances
- d) Receiver General Auction
- e) Infrastructure Ontario short-term advances

The temporary maximum borrowing limit, as set out in the by-law (attached), is considered enough to fund, if required, the short-term obligations of the Township for the fiscal operating year 2019. Finance staff shall review and bring a recommendation to Council, in each fiscal operating year, the short-term temporary maximum borrowing limit that may be required.

**CONSULTATION:**

None

**FINANCIAL IMPLICATIONS:**

The Township would require paying interest on any short-term borrowing. The Township does not budget for interest expense, as borrowing for short-term operating needs has not been required in the past.

**SUMMARY:**

That Council approve the recommendations set forth in this report for a maximum temporary borrowing limit for 2019 as determined by provincial statute and maintain an existing \$2 million-line of credit, if needed, from the Royal Bank of Canada. It is sound financial practice to have a temporary borrowing by-law to bridge funding deficiency, should the need arise, resulting from unanticipated or unforeseen events.

**COMMUNICATION:**

Public communication is not required on this administrative matter.

**STRATEGIC PLAN:**

**Municipal Infrastructure:** n/a

**The Local Economy:** n/a

**Recreation:** n/a

**Municipal Administration:** n/a

**Financial Responsibility:**

To secure temporary borrowing to bridge funding deficiency, should the need arise, from unanticipated or unforeseen events

Prepared By:  
John Morrison  
Director of Finance

Reviewed By:  
Manny Baron  
CAO

**Attachments:**

1. Draft Temporary borrowing By-law 2020-XXX

# THE CORPORATION OF THE TOWNSHIP OF MAPLETON

## BY-LAW 2020-Draft

**A By-law to authorize temporary borrowing to meet the expenditures of the Township of Mapleton until taxes are collected and other revenues received during the fiscal year ending December 31, 2020.**

**WHEREAS** Section 407 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the Municipal Act, 2001;

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

1. The head of council or the treasurer or both are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected, and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1<sup>st</sup> to September 30<sup>th</sup> of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1<sup>st</sup> to December 31<sup>st</sup> of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$8,502,691.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act that have not been repaid.
5. a) if the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.  
  
b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of

the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.
  
9. This by-law shall take effect on the final day of passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED** this 28<sup>th</sup> day of January 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**FIRE REPORT FR2020-01**

TO: Mayor Davidson and Members of Council  
FROM: Fire Chief Rick Richardson CMMII  
RE: Fire Dispatch Service Agreement  
DATE: January 28, 2020

---

**RECOMMENDATION:**

THAT Township of Mapleton Council receive Fire/Rescue Report FR2020-01 dated January 28, 2020 regarding Fire Dispatch Service Agreement;

AND FURTHER THAT a signatory by-law authorizing the Mayor and Clerk to execute the Fire Dispatch Service Agreement between the Corporation of the Township of Mapleton and the Corporation of the City of Guelph be prepared for Council's approval.

**BACKGROUND:**

Currently, the Guelph Fire Department (GFD) dispatch Mapleton Fire/Rescue to emergency calls 24 hours per day, seven days a week. After the acknowledgement by the station, GFD leaves the incident dispatching to our local members. Approximately ½ the calls last year did not have any extra personnel to staff the radio. The province is requiring all municipal departments to log response times and report them to the public. The benchmarks recorded during emergency events are critical to achieving this goal.

**PREVIOUS PERTINENT REPORTS:**

None

**DISCUSSION:** GFD is offering full 24 hr. dispatching to Wellington County departments. With this service the dispatchers would monitor all emergency events for the initial paging until the back in service and record every benchmark that is reported from the scene. This information would populate in our new Emergency Reporting software acquired later this year. All municipalities in Wellington County except two, are currently using this full dispatch system with positive results.

**CONSULTATION:**

Discussions have been taking place with Dave Elloway, Deputy Fire Chief for GFD

**FINANCIAL IMPLICATIONS:**

Currently, the municipality have been paying \$1 per resident to GFD for paging only services, based on the 2016 census data of 10,527 residents. The new rate would be \$2.30 per resident. The 2020 budget reflected a total cost of \$22,900. Appendix A of the new agreement would have a total cost of \$ 24,212.

**SUMMARY:**

The 24-hour full dispatch would bring Mapleton Fire/Rescue to the required needs of provincial reporting and free up one of our firefighters from staying on dispatch.

**COMMUNICATION:**

The new agreement with the City of Guelph would be implemented upon approval.

**STRATEGIC PLAN:**

***Municipal Infrastructure: n / a***

***The Local Economy: n / a***

***Recreation: n / a***

***Municipal Administration: n / a***

***Financial Responsibility: n / a***

Prepared By:  
Rick Richardson CMMII  
Fire Chief

Reviewed By:  
Manny Baron  
CAO

## Attachments:

1. Attachment A -Fire dispatch agreement between the City of Guelph and Township of Mapleton



FIRE DISPATCH SERVICES AGREEMENT

This fire dispatch services agreement is between:

THE CORPORATION OF THE TOWNSHIP OF MAPLETON,

(**"Township"**)

- And -

THE CORPORATION OF THE CITY OF GUELPH,

(**"City"**)

WHEREAS the parties entered into an agreement and two amending agreements (collectively the **"Previous Agreement"**) as indicated in Appendix "A" to this agreement, whereby the City agreed to provide certain fire dispatch services to the Township;

AND WHEREAS the parties wish to replace the Previous Agreement with this agreement;

AND WHEREAS the Township operates, at its own sole cost, a volunteer fire department (**"Volunteer Fire Department"**);

The parties agree as follows:

PART I – RETAINER

1. **Services**

- (1) The Township hereby retains the City, exclusively, subject to the provisions of this agreement, including Appendix "A", to provide all fire dispatch services (**"Fire Dispatch Services"**) for the Township, wherever the Township provides fire services, and the City shall provide those Fire Dispatch Services to the Township under the general direction and control of the Township.
- (2) For purposes of this agreement, Fire Dispatch Services means the following:
  - (a) The City shall accept calls from the public service answering point for 911 calls, Police, Central Ambulance Communications Centre and directly from

- the public, and direct them to the City's Emergency Services – Guelph Fire Department (the "**Guelph Fire Department**");
- (b) In response to such calls, the Guelph Fire Department shall page the Volunteer Fire Department to reply to them;
  - (c) The Township shall acknowledge, to the Guelph Fire Department, receipt of each dispatch received from the Guelph Fire Department and shall acknowledge, to the Guelph Fire Department, when each dispatched unit is en route, on scene and returning;
  - (d) The Guelph Fire Department shall monitor all incidents dispatched to the Township and provide a level of support equal to that provided to the City; this will include but not be limited to tracking resources on scene, monitoring radio calls for safety, providing notifications, requesting extra resources, etc.;
  - (e) The Guelph Fire Department shall provide incident information to the Township in the format conforming to the radio standard implemented by the Fire Chiefs of Wellington County; and
  - (f) The Guelph Fire Department shall keep an electronic record of the telephone and radio transmissions and provide copies to the Township upon request.
- (3) The Fire Dispatch Services do not include monitoring or responding to any electronic emergency alarm activations from any individuals in the Volunteer Fire Department.
- (4) The City shall provide the Fire Dispatch Services in compliance with:
- (a) The most current requirements of the National Fire Protection Association 1221; and
  - (b) When they become applicable, all standards under the *Fire Protection and Prevention Act, 1997*.

## 2. Fees

- (1) The Township shall pay the City fees for the Fire Dispatch Services as set out in this agreement.
- (2) The dispatch fee ("**Dispatch Fee**") payable by the Township to the City, for the Fire Dispatch Services for each year will be established as follows. As early as possible each year, the City shall:
  - (a) Establish the population of the Township (the "**Township Population**") based on recent Statistics Canada census information;
  - (b) Take the rate that it established by October of the previous year, per capita, of providing Fire Dispatch Services to the Township (the "**Per**

- Capita Rate**”), based on factors including the rate for the prior year, cost adjustments and rates charged by comparator providers;
- (c) Calculate the amount of the Dispatch Fee for providing Fire Dispatch Services to the Township for the current year, as the product of the Township Population and the Per Capita Rate; and
  - (d) Invoice the Township for this Dispatch Fee on or before April 1 of the applicable year.
- (3) The Township shall pay the Dispatch Fee for each year to the City in a lump sum on or before June 30 of the applicable year.
- (4) The Township acknowledges that the initial Township Population, as at the date of this agreement, is as set out in Appendix “A”.
- (5) The Township acknowledges that the initial Per Capita Rate, as at the date of this agreement, is as set out in Appendix “A”.
- (6) In addition to the Dispatch Fee, the Township shall, for each month, pay to the City in respect of the Fire Dispatch Services, a mobile radio fee (the “**Mobile Radio Fee**”) established as follows:
- (a) As at the date of this agreement, and initially, the number of mobile radios (“**Number of Mobile Radios**”) is as set out in Appendix “A”;
  - (b) The City may adjust the Number of Mobile Radios from time to time;
  - (c) The mobile radio rate (the “**Mobile Radio Rate**”) will initially be the amount per month per mobile radio participating in the Fire Dispatch Services, as set out in Appendix “A”;
  - (d) The City may adjust the Mobile Radio Rate from time to time in accordance with any adjustments in the cost per mobile radio imposed on the City by the provider of the mobile radio service; and
  - (e) The Mobile Radio Fee for a month will be the product of the Number of Mobile Radios applicable to that month and the applicable Mobile Radio Rate.
- (7) Notwithstanding the foregoing, if the City should ever, in the proper provision of the Fire Dispatch Services to the Township, be required to make any special expenditures beyond the usual operating expenditures (for example, to upgrade the mobile radio services), which expenditures cannot be recovered otherwise, then the City may add such expenditures to the fees provided for above.

## PART II – TOWNSHIP OBLIGATIONS

### 3. Chargeable Amounts

- (1) The City may charge the Township for any Harmonized Sales Tax or any other applicable taxes payable on the fees and expenditures charged by the City to the Township.
- (2) When this agreement is terminated, the Township shall pay the City on a pro-rated basis, for the chargeable fees, expenditures and taxes incurred up to the effective date of such termination, or a later date if services, already commenced by the City, cannot reasonably be discontinued until such later date.

#### 4. **Volunteer Fire Department**

- (1) The Township shall continue to operate, at its own sole cost, the Volunteer Fire Department.

### PART III – COMMUNICATIONS BETWEEN THE PARTIES

#### 5. **Contacts and Communication**

- (1) The Township shall treat the City's Fire Chief as the City's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the City.
- (2) The City shall treat the individual indicated in Appendix "A" as the Township's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the Township.
- (3) Although this agreement is a public document, neither party shall communicate with the media about the services provided pursuant to this agreement except with the prior written approval of the other party.

#### 6. **Notices**

- (1) In this agreement "**Notice**" means any notification or communication required or permitted to be given by one party to the other party under this agreement.
- (2) A party giving Notice shall give it in writing and shall deliver it by personal delivery, email, facsimile, courier or prepaid regular mail to an address of the other party provided for in this agreement.
- (3) Either party may from time to time change any of its addresses by Notice given in accordance with this section.

- (4) A Notice sent by personal delivery is deemed to be delivered on the date it is personally delivered. A Notice sent by email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt. A Notice sent by facsimile is deemed to be delivered one day after the date it is sent. A Notice sent by courier is deemed to be delivered two days after the date it is sent. A Notice sent by prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.
- (5) The initial addresses for the City are as follows:

Fire Chief  
Guelph Fire Department  
City of Guelph  
50 Wyndham Street South  
Guelph, ON. N1H 4E1  
Tel: 519-824-6590  
[john.osborne@guelph.ca](mailto:john.osborne@guelph.ca)

- (6) The initial addresses for the Township are as set out in Appendix "A".

## 7. Confidential Information

- (1) In this agreement:
- (a) **"Confidential Information"** means any information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;
  - (b) **"Disclosing Party"** means the party disclosing Confidential Information;
  - (c) **"Receiving Party"** means the party receiving Confidential Information, and includes all Representatives of that party; and
  - (d) **"Representative"** of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party.
- (2) The Receiving Party shall use Confidential Information only for the purposes of this agreement.
- (3) Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.

- (4) The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
- (5) The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- (6) Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.
- (7) The Receiving Party may disclose Confidential Information if:
  - (a) The Disclosing Party consents;
  - (b) The Receiving Party is required by law to disclose it; or
  - (c) The Confidential Information is generally and publicly available.
- (8) If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
- (9) The Receiving Party shall ensure that all Representatives of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Representative to do so.
- (10) Each party specifically acknowledges that the other party is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, and that the other party may be compelled to disclose certain Confidential Information.
- (11) If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
- (12) The harm that would be suffered by a party in the event of a breach of the provisions of this agreement relating to Confidential Information by the other party would not be compensable by monetary damages alone. Therefore a party shall be entitled, in addition to any other remedies, to seek an injunction against a breach or threatened breach of any such provision.
- (13) The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

PART IV – GENERAL

**8. Commencement, Term, Termination and Delay**

- (1) This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
- (2) The initial term of this agreement will be 5 years, commencing upon January 1 of the year after this agreement becomes effective. Unless terminated, this agreement will be automatically renewed from year to year thereafter.
- (3) Either party may, with or without cause, terminate this agreement at the end of a calendar year, upon at least one year's Notice.
- (4) Whenever and to the extent a party is unable to fulfil, or is delayed or restricted in fulfilling, any of the obligations under this agreement by reason of any cause beyond the party's reasonable control, then the time for fulfilling such obligation is to be extended for such reasonable time as may be required by the party to fulfil such obligation, provided that any such inability, delay or restriction does not relate, to any extent, to any act or omission by such party or any of its Representatives or others for whom it is at law responsible, and further provided that the party seeking such extension submits promptly to the other party a Notice of extension of time and the specific reason and expected duration of such extension.

**9. Relationship between Parties**

- (1) The City shall not be liable to the Township or any other person for any liability, claim, damage, costs, suit or action in respect of any property damage or personal injury, including death, howsoever caused, relating in any way whatsoever to the provision of or failure to provide services by the City or any of its Representatives, or arising directly or indirectly from this agreement, except where any property damage or personal injury, including death, is due solely to the gross negligence of the City or any of its Representatives, and the Township hereby releases the City and its Representatives accordingly. The provisions of the *Fire Protection and Prevention Act, 1997* respecting protection from personal liability and non-relief from liability apply notwithstanding any provision of this agreement. This section will survive the termination of this agreement.

- (2) The Township and the City are independent contracting parties of each other. Neither party shall, except as the other party may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the other party, or bind the other party in any respect whatsoever. Neither party is a partner, joint venturer, agent or employee of the other party.
- (3) The Township shall not assign this agreement or any of the rights, benefits or obligations under this agreement.
- (4) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior commitment, representation, warranty, arrangement, understanding or agreement, written or oral, collateral or other, with respect to the subject matter hereof, existing between the parties at the date of execution of this agreement.

#### **10. Waiver**

- (1) A party may by Notice waive any of its rights, powers or remedies under this agreement.
- (2) The failure of either party to exercise any of its rights, powers or remedies under this agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.

#### **11. Interpretation**

- (1) This agreement is to be construed with all changes in number and gender as may be required by the context.
- (2) The division of this agreement into sections, subsections and clauses is for convenience of reference only and does not affect the interpretation.
- (3) The obligations of the parties contained in this agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party.
- (4) This agreement is to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable there.
- (5) Time is to be of the essence of this agreement, including if any extension is



permitted.

- (6) Any reference in this agreement to legislation, policies or rules is to such legislation, policies or rules as amended, extended, re-enacted or replaced.
- (7) The parties may sign this agreement in counterparts with the same effect as if the parties had signed the same document. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this agreement in accordance with the provisions set out in this agreement for delivery of Notices.
- (8) All provisions of this agreement are severable, and if any provision is declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement remain in full force and effect.

## 12. Miscellaneous

- (1) This agreement is to enure to the benefit of and bind the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- (2) No change or modification of this agreement is valid unless it is in writing and signed by each party.

*[SIGNATURE PAGE FOLLOWS]*

Each party is signing this agreement on the date stated opposite that party's signature.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.  
The Township's Council has endorsed this agreement.

THE CORPORATION OF THE CITY OF GUELPH

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

## Appendix "A"

General

Township: Mapleton

Date of Previous Agreement: October 4, 2007.

Date of First Amending Agreement: January 12, 2011.

Date of Second Amending Agreement: January 27, 2015.

Special dispatch arrangements with this Township: None.

Dispatch Fee calculation

Year of Statistics Canada census information used for determining Township Population as at the date of this agreement: 10,527

Township Population as at the date of this agreement:

Per Capita Rate as at the date of this agreement: \$2.30 set by council bylaw in 2020.

Mobile Radio Fee calculation

Number of Mobile Radios as at the date of this agreement: 2

Mobile Radio Rate as at the date of this agreement: \$40.00 per month per mobile radio.

Contact

Initial principal contact individual and addresses for the Township:

Title:	Fire Chief
Township:	Mapleton
Street address:	7275 Sideroad 16, Drayton, ON
Telephone:	519-638-3313 ext. 20
Email:	RRichardson@mapleton.ca

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**FIRE REPORT FR2020-02**

TO: Mayor Davidson and Members of Council  
FROM: Fire Chief Rick Richardson CMMII  
RE: Fire Marque  
DATE: January 28, 2020

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**RECOMMENDATION:**

THAT Township of Mapleton Council receive Fire/Rescue Report FR2020-02 dated January 28, 2020 regarding Fire Marque;

AND FURTHER THAT Township of Mapleton Council support the revised bylaw.

**BACKGROUND:**

In October of 2014 Council passed By-law 2014-077 allowing for an agreement between Fire Marque and the Township. Fire Marque is a company that collects fees from resident's personal insurance companies when they have had a fire. This money is collected from a clause in nearly all home insurance policies allowing for firefighting fees and never collected from the homeowner's outside the insurance policy.

**PREVIOUS PERTINENT REPORTS:**

FR2014-05 Fire Marque

**DISCUSSION:**

An issue has come to light with some insurance companies not wanting to pay Fire Marque, but the homeowner directly. In most cases this still isn't an issue because the homeowner understands and turns that money back over to Fire Marque through the fire department. A case came about in Ontario where the insurance company paid the homeowner directly and then the homeowner refused to turn that money over to Fire Marque or the department. It was taken to court where the homeowner lost, it was appealed, and Fire Marque and the department lost. It was determined that the municipal bylaw lacked proper wording around collecting the fees if it was paid directly to the homeowner. After gathering some legal opinions Fire Marque has a new bylaw that we can put in place that does have a clause around collecting these funds if it is ever needed. The draft bylaw to replace the existing one is included in this report for your review and consideration.

**CONSULTATION:**

Fire Marque representative Chris Carrier

**FINANCIAL IMPLICATIONS:**

**SUMMARY:**

**COMMUNICATION:**

**STRATEGIC PLAN:**

*Municipal Infrastructure: n / a*

*The Local Economy: n / a*

*Recreation: n / a*

*Municipal Administration: n / a*

*Financial Responsibility: n / a*

Prepared By:

Reviewed By:

Rick Richardson  
Fire Chief

Manny Baron  
CAO

Attachments:

1. Draft Bylaw

**THE CORPORATION OF THE  
TOWNSHIP OF MAPLETON**

**BY-LAW No. \_\_\_\_\_**

**BEING A BY-LAW TO AUTHORIZE  
COST RECOVERY (FEES) WITH RESPECT TO FIRE DEPARTMENT SPECIFIC  
RESPONSE**

**WHEREAS** pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**AND WHEREAS** Council of the Township of Mapleton deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

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

1. In this By-Law:

- a. “Council” means Council of the Municipality;
- b. “Fire Department” means a fire department established by the Municipality in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time;
- c. “Fire Department Specific Response Fees” means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;

- d. "Indemnification Technology®" shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;
  - e. "Municipality" means the Corporation of the Township of Mapleton ;
  - f. "Owner" means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
  - g. "Property" means any real property located within the geographical boundaries of the Municipality, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided;
2. The Municipality hereby authorizes the imposition of fees from time to time in accordance with the provisions of this By-Law.
  3. The Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this By-Law in accordance with the Schedule of Fees, attached hereto and forming part of this By-Law.
  4. The Municipality may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
  5. Fees imposed pursuant to this By-Law constitute a debt of the Owner to the Municipality and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate.
  6. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.

7. In this By-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.
8. If any term or provision of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council that each term and provision of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS DAY OF FEBRUARY 11, 2020**

**MAPLETON**

**THE CORPORATION OF THE TOWNSHIP OF**

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
, Clerk



## SCHEDULE OF FEES

### 1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. \**Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. *other costs including but not limited to; Foam, Metered Water, Air Tank Refilling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops*

\*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**FIRE REPORT FR2020-03**

TO: Mayor Davidson and Members of Council  
FROM: Fire Chief Rick Richardson CMMII  
RE: Defibrillator Purchase  
DATE: January 28, 2020

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**RECOMMENDATION:**

THAT Township of Mapleton Council receive Fire/Rescue Report FR2020-03 dated January 28, 2020 regarding Defibrillator Purchase;

AND FURTHER THAT Township of Mapleton Council approve an exchange of Capital funding from Defibrillator Purchase in 2022 with forecasted Capital purchase of Portable pumps in 2020.

**BACKGROUND:**

Mapleton Fire/Rescue have provided defibrillator service to our medical response since 2002. These items need to be updated from time to time. The current Medtronic LifePak 1000 model has served the department adequately and matches the models used by Guelph Wellington EMS (GWEMS) to date. This allows for transfer of defibrillator pads and replacement pads have been supplied by GWEMS.

**PREVIOUS PERTINENT REPORTS:**

None

**DISCUSSION:** A change coming soon to update GWEMS to Zoll model AED BLS Semi-Automatic defibrillator would be a good time for the replacement of Fire department units to match paramedic units in the future.

**CONSULTATION:**

Discussions have taken place with GWEMS management.

**FINANCIAL IMPLICATIONS:**

Bringing the Defibrillator Capital purchase scheduled for 2022 into 2020 and delaying the Portable Pump Capital purchase scheduled for 2020 into 2022 combined with the expected bulk discount purchase involving Mapleton, Minto and Wellington North, would bring the costing in line with the Capital purchase exchange. The current retail price per unit is \$4,050, discounted currently to \$3000. And further bulk purchase should bring the units in line with our estimated \$2500. Per machine.

**SUMMARY:**

The time appears to replace the current units would make sense from an interoperability with paramedic instruments.

**COMMUNICATION:**

Upon approval of this report, the Fire Chief would proceed to continue the bulk purchase issue and purchase one unit for each station.

**STRATEGIC PLAN:**

***Municipal Infrastructure:*** n / a

***The Local Economy:*** n / a

***Recreation:*** n / a

***Municipal Administration:*** n / a

***Financial Responsibility:*** An exchange of Capital funds between defibrillators and portable pumps would be practical.

Prepared By:  
Rick Richardson CMMII  
Fire Chief

Reviewed By:  
Manny Baron  
CAO

Attachments:  
None

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-002**

Being a by-law to authorize the Mayor and CAO to execute a Site Plan Agreement between 2546113 Ontario Inc. and The Corporation of the Township of Mapleton

**WHEREAS** 2546113 Ontario Inc. is the owner of lands described as Part of Lot 17, Concession 11, being Part 1 on 61R-20966; together with an easement over Part 23, Plan 61R10642 as in wc488321; Township of Mapleton in the County of Wellington and are desirous of developing the subject lands;

**AND WHEREAS** the property has been made subject to Site Plan Control by By-law 2013-079;

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

1. That the Mayor and CAO be authorized to execute a Standard Site Plan Agreement between 2546113 Ontario Inc. and The Corporation of the Township of Mapleton in substantially the same format as attached hereto;
2. A copy of the draft agreement is attached hereto as Schedule "A" and forms part of this By-law.

**READ** a first, second and third time this 28<sup>th</sup> day of January, 2020.

---

Mayor Gregg Davidson

---

Clerk Barb Schellenberger

**STANDARD SITE PLAN AGREEMENT**

THIS AGREEMENT made this            day of            , 2020.

BETWEEN:

**2546113 ONTARIO INC.**  
hereinafter called the "Owner"

OF THE FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**  
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner represents that it is the owner of the Lands described as Part of Lot 17, Concession 11, being Part 1 on 61R-20966; together with an easement over Part 23, Plan 61R10642 as in wc488321; Township of Mapleton in the County of Wellington;

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS these plans and drawings are described as:  
Drawing Name: Site Plan  
Last Revision: January 22, 2020  
Drawing prepared by: Moorefield Excavating

Drawing Name: Grading and Drainage Plan  
Last Revision: January 22, 2020  
Drawing prepared by: Moorefield Excavating

AND WHEREAS these plans can be reviewed at the Offices of the Clerk of The Corporation of the Township of Mapleton, 7275 Sideroad 16, east of Drayton, Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for Two (\$2.00) Dollars paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the Plans shall be in such detail and shall provide for any or all of the following, as determined by the Township:

- (a) the elevation of the property prior to and after development of the proposed use;
  - (b) the proposed exterior building design of all buildings and the use of all remaining open lands on the site;
  - (c) all yards and off-street parking spaces in accordance with the Township's by-laws;
  - (d) detailed Landscape Plans indicating planting and any outdoor structures;
  - (e) the proposed width, location, grades and elevation of all proposed roads, entrances, accesses and walkways (both private and public);
  - (f) the location of all outdoor garbage and recycling containers and details for supporting concrete pad and enclosures having a height of 1.8 metres. Further, the Owner agrees to locate and construct the supporting concrete pad and enclosure in accordance with the approved plan and details prior to the occupancy of the proposed development;
  - (g) storm and sanitary drainage plans for the Lands and the buildings;
  - (h) the location of fire routes;
  - (i) the location and type of overhead floodlights for all parking areas to ensure deflection of lights away from adjacent properties;
  - (j) subject to the *Public Transportation and Highway Improvement Act, R.S.O. 1990*, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs, and where access is proposed onto a County of Wellington Road, the approval of the County of Wellington shall be obtained with respect to the location and design of access onto the County Road;
  - (k) off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles and the surfacing of such area and driveways;
  - (l) walkways, including the surfacing thereof, and all other means of pedestrian access;
  - (m) walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands.
4. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
  5. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 (f) of this Agreement.
  6. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or the County of Wellington.
  7. The Owner agrees that there shall be no on-site storage of snow and that snow shall be removed from the parking lot area for the Lands unless clearly shown on the drawings.
  8. The provisions set out in Schedule "A" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "A" shall prevail.
  9. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.

10. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
11. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
12.
  - (a) In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, the Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
  - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Clerk and in an amount determined by the Clerk, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township and or Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township and or Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Clerk for each phase and shall not be further reduced until the Township or Township Engineer has approved the works at the end of the said one (1) year period.
13. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:
  - a) *provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.*
  - b) *complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.*
  - c) *Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.*

*Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes*

14. The Owner is to confirm conformation to the terms of agreement prior to the Township releasing the security.
15. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, chargees and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
19. The covenants, agreements, conditions and understandings set out herein and in Schedules "A" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.



20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	OWNER'S NAME
	)	2546113 Ontario Inc.
in the presence of	)	
	)	
_____	)	_____
Witness Signature	)	Joe Heenan, President
	)	
_____	)	_____
Witness Signature	)	Jason Jack, Secretary Treasurer
	)	
	)	We have the authority to bind
	)	the Corporation
	)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF MAPLETON
	)	
	)	_____
	)	Gregg Davidson
	)	Mayor
	)	
	)	_____
	)	Manny Baron
	)	CAO
	)	
	)	We have the authority to bind
	)	the Corporation.

## SCHEDULE "A"

### Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- On-site works include the following

ITEM	ESTIMATE
Surface Treatment of Parking Areas	\$65,000.00
Landscaping	\$14,000.00
Grading	\$23,000.00
Curbing	\$3,500.00
Walkways	\$9,000.00
Other physical improvements	\$4,400.00
Total	\$118,900.00
<b>Security Required (50%)</b>	<b>\$59,450.00</b>



RR#3, 6297 WELLINGTON COUNTY ROAD 109 S  
 HARRISTON, ON, N0G 1Z0  
 PHONE: 519-510-3571 FAX: 519-510-3277  
 WWW.MOOREFIELDEX.CA

CLIENT:  
 2546113 ONTARIO INC.

CLIENT REF. #:  
 PROJECT:  
 25 INDUSTRIAL DRIVE, DRAYTON

ISSUED FOR - REVISION:

IS	RE	DATE	DESCRIPTION
2		2020-01-22	REVISED BASED ON COMMENTS
2		2019-12-23	SITE PLAN APPLICATION
1		2019-11-06	UPDATED FENCE & ARENA ACCESS
1		2019-10-22	PRE-CONSULTATION

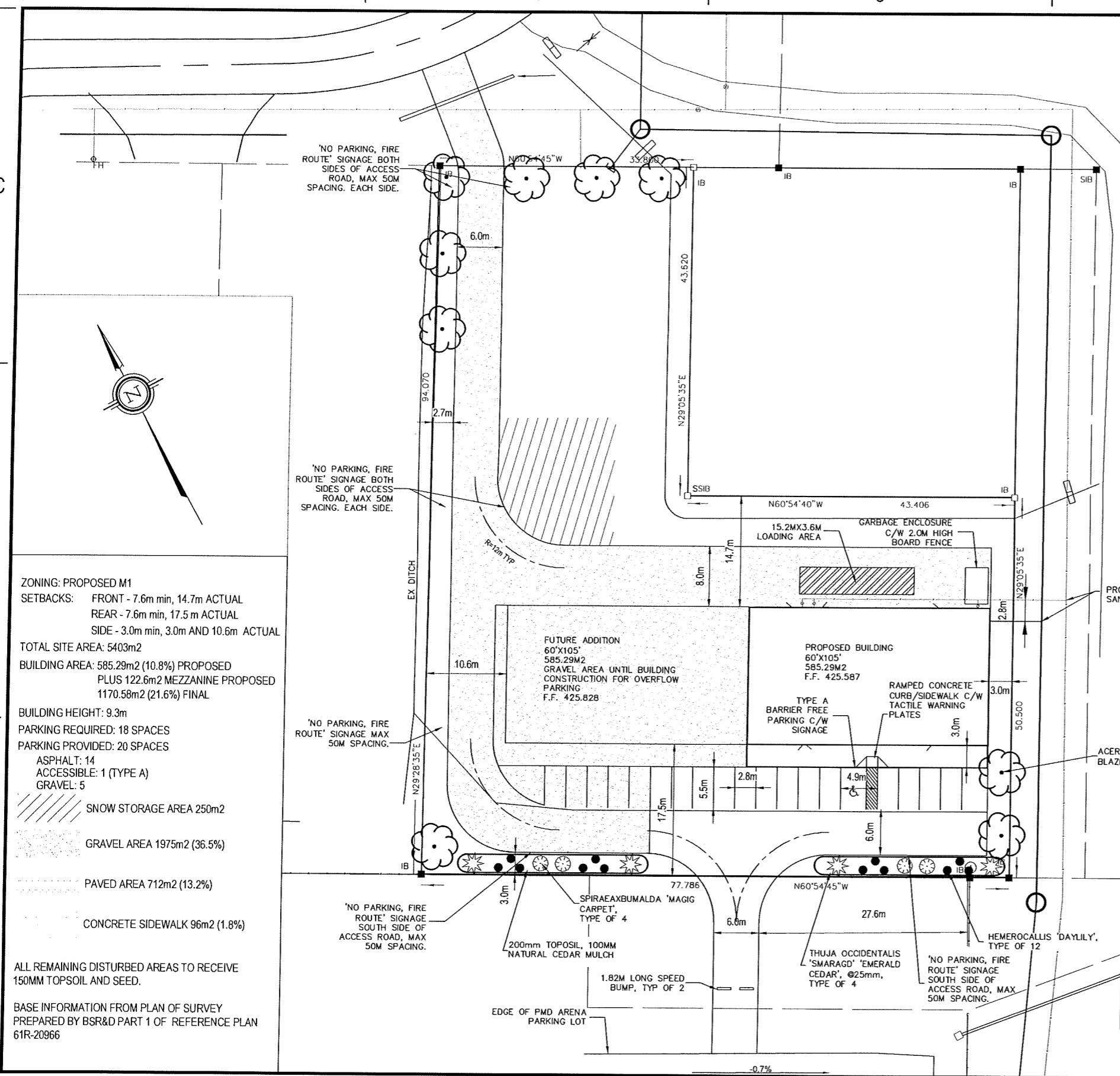
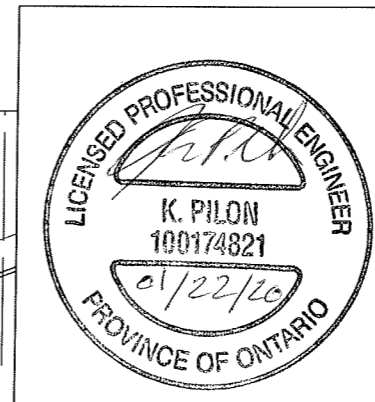
IS	RE	DATE	DESCRIPTION

PROJECT NO: 191-104	DATE: JANUARY 2020
ORIGINAL SCALE: 1:1000	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.
DESIGNED BY: KP	
DRAWN BY: KP	25mm
CHECKED BY: JR	

DISCIPLINE:  
 CIVIL

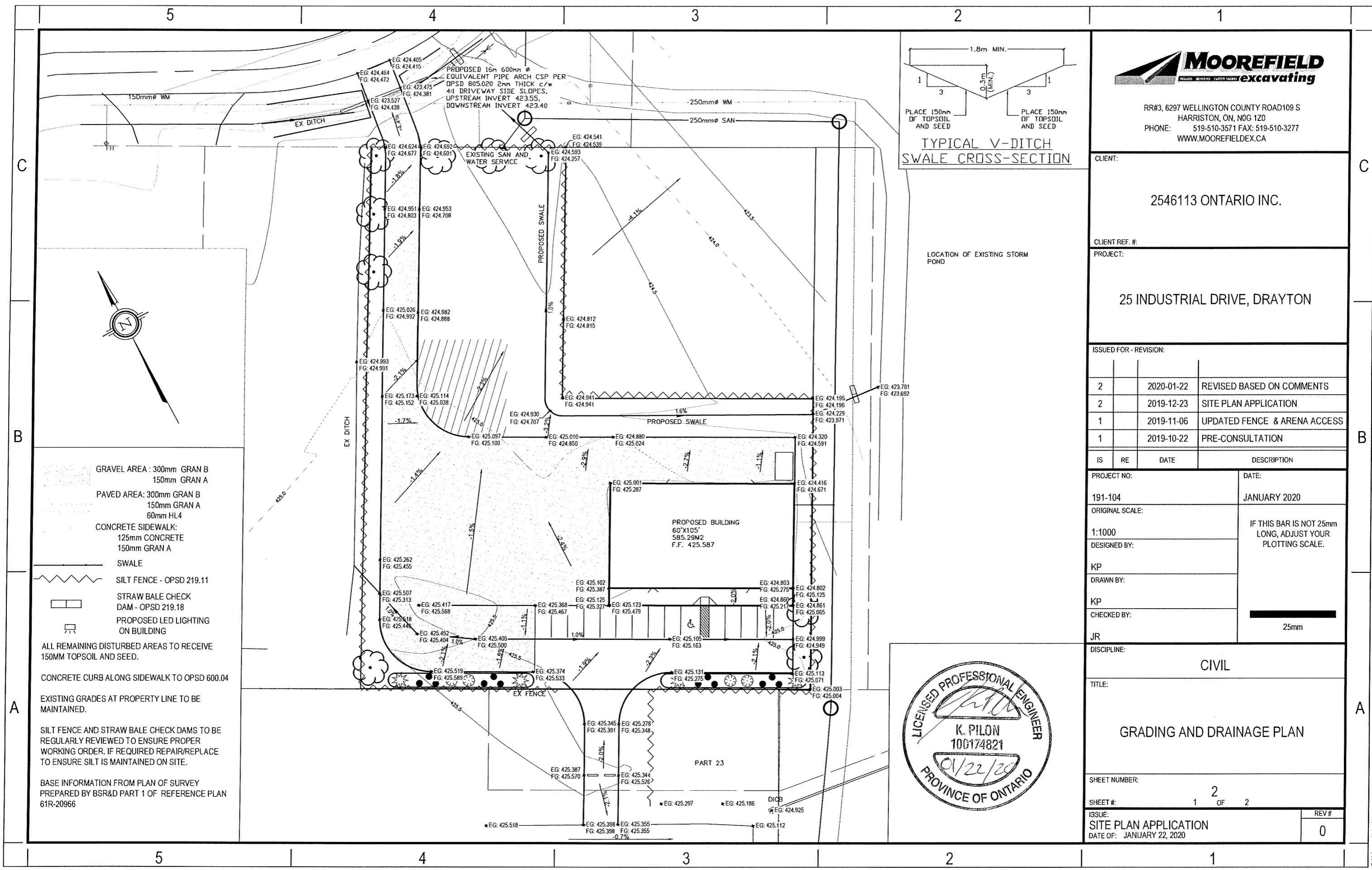
TITLE:  
 SITE PLAN

SHEET NUMBER: 1	REV # 0
SHEET #: 1 OF 2	
ISSUE: SITE PLAN APPLICATION	
DATE OF: JANUARY 22, 2020	



ZONING: PROPOSED M1  
 SETBACKS: FRONT - 7.6m min, 14.7m ACTUAL  
 REAR - 7.6m min, 17.5m ACTUAL  
 SIDE - 3.0m min, 3.0m AND 10.6m ACTUAL  
 TOTAL SITE AREA: 5403m<sup>2</sup>  
 BUILDING AREA: 585.29m<sup>2</sup> (10.8%) PROPOSED  
 PLUS 122.6m<sup>2</sup> MEZZANINE PROPOSED  
 1170.58m<sup>2</sup> (21.6%) FINAL  
 BUILDING HEIGHT: 9.3m  
 PARKING REQUIRED: 18 SPACES  
 PARKING PROVIDED: 20 SPACES  
 ASPHALT: 14  
 ACCESSIBLE: 1 (TYPE A)  
 GRAVEL: 5  
 SNOW STORAGE AREA 250m<sup>2</sup>  
 GRAVEL AREA 1975m<sup>2</sup> (36.5%)  
 PAVED AREA 712m<sup>2</sup> (13.2%)  
 CONCRETE SIDEWALK 96m<sup>2</sup> (1.8%)  
 ALL REMAINING DISTURBED AREAS TO RECEIVE 150MM TOPSOIL AND SEED.  
 BASE INFORMATION FROM PLAN OF SURVEY PREPARED BY BSR&D PART 1 OF REFERENCE PLAN 61R-20966

C:\Users\kim\Documents\191-104 Drayton Industrial - Fitness Facility\SP-1 December.dwg Jan 22, 2020-12:13pm B.Y.:(kim)



RR#3, 6297 WELLINGTON COUNTY ROAD 109 S  
 HARRISTON, ON, N0G 1Z0  
 PHONE: 519-510-3571 FAX: 519-510-3277  
 WWW.MOOREFIELDEX.CA

CLIENT:  
 2546113 ONTARIO INC.

CLIENT REF. #:  
 PROJECT:  
 25 INDUSTRIAL DRIVE, DRAYTON

ISSUED FOR - REVISION:

IS	RE	DATE	DESCRIPTION
2		2020-01-22	REVISED BASED ON COMMENTS
2		2019-12-23	SITE PLAN APPLICATION
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1		2019-10-22	PRE-CONSULTATION

PROJECT NO: 191-104	DATE: JANUARY 2020
ORIGINAL SCALE: 1:1000	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.
DESIGNED BY: KP	
DRAWN BY: KP	25mm
CHECKED BY: JR	

DISCIPLINE:  
 CIVIL

TITLE:  
 GRADING AND DRAINAGE PLAN

SHEET NUMBER: 2 OF 2	REV # 0
ISSUE: SITE PLAN APPLICATION	
DATE OF: JANUARY 22, 2020	



- GRAVEL AREA : 300mm GRAN B  
150mm GRAN A
- PAVED AREA: 300mm GRAN B  
150mm GRAN A  
60mm HL4
- CONCRETE SIDEWALK:  
125mm CONCRETE  
150mm GRAN A
- SWALE
- SILT FENCE - OPSD 219.11
- STRAW BALE CHECK DAM - OPSD 219.18
- PROPOSED LED LIGHTING ON BUILDING

ALL REMAINING DISTURBED AREAS TO RECEIVE 150MM TOPSOIL AND SEED.  
 CONCRETE CURB ALONG SIDEWALK TO OPSD 600.04  
 EXISTING GRADES AT PROPERTY LINE TO BE MAINTAINED.  
 SILT FENCE AND STRAW BALE CHECK DAMS TO BE REGULARLY REVIEWED TO ENSURE PROPER WORKING ORDER. IF REQUIRED REPAIR/REPLACE TO ENSURE SILT IS MAINTAINED ON SITE.

BASE INFORMATION FROM PLAN OF SURVEY PREPARED BY BSR&D PART 1 OF REFERENCE PLAN 61R-20966

C:\Users\kim\Documents\191-104 Drayton Industrial - Fitness Facility\SP-1 December.dwg Jan 22, 2020-11:20am BY: (kim)

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-003**

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

**Plan Drayton, Part Lot 118  
16 Spring Street, Drayton  
ZBA 2020-01**

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

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

1. That By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule 'A-2', as it applies to Plan Drayton, Part Lot 118 (Peel), with a civic address of 16 Spring Street, Drayton as illustrated on Schedule 'A' attached to and forming part of this By-law from:
  - **Medium Density Residential (R2) to Residential Transition (RT).**
2. That except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 2010-080, as amended.
3. This By-law shall come into effect on the final passing thereof by the Council of the Corporation of the Township of Mapleton, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

**READ** a first, second and third time and passed this 28<sup>th</sup> day of January 2020.

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Mayor Gregg Davidson

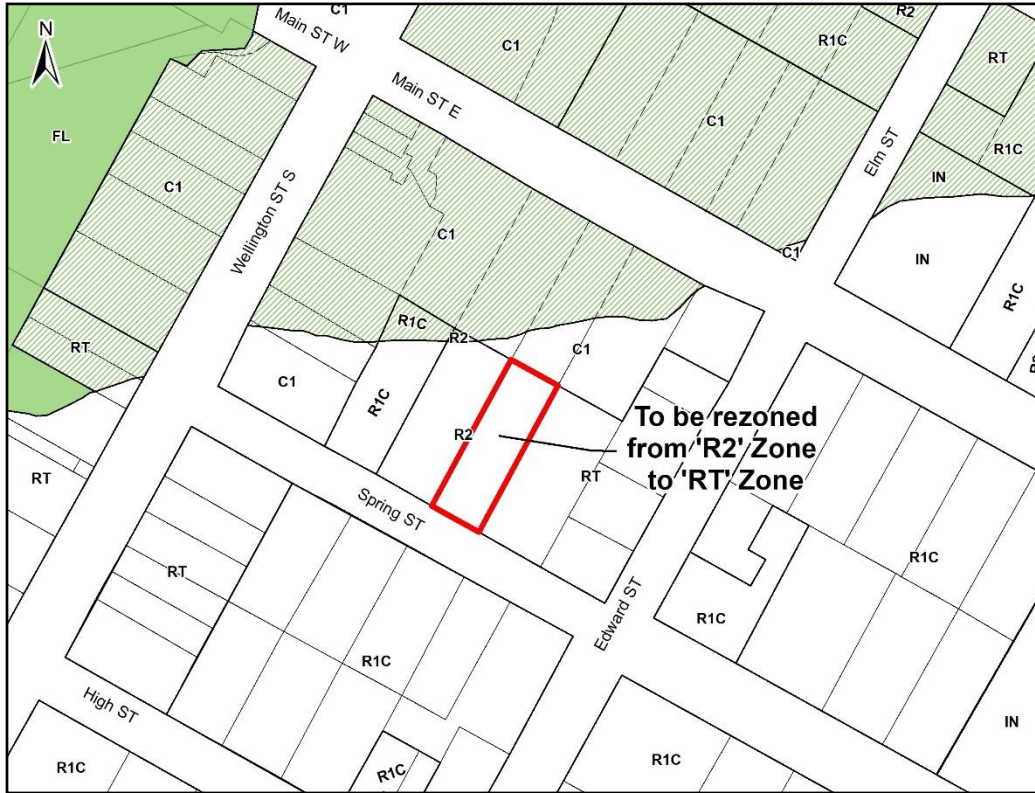
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Clerk Barb Schellenberger

**TOWNSHIP OF MAPLETON**

**BY-LAW NO 2020-003**

**Schedule "A"**



**Rezone from Medium Density Residential (R2) to Residential Transition (RT)**

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 2020-003**

**THE SUBJECT LAND** is located on Plan Drayton, Part Lot 118 (Peel), with a civic address of 16 Spring Street, Drayton. The subject property is approximately 0.08 ha (0.21 ac) in size and is currently zoned Medium Density Residential (R2).

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands from Medium Density Residential (R2) to Residential Transition (RT) zone to permit a commercial studio for martial arts in addition to the existing residential use.

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-004**

**Being a by-law to appoint Heather Trottier as the Deputy Treasurer for The Corporation of the Township of Mapleton and to repeal By-law Number 2017-107**

**WHEREAS** Section 286 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, requires the Council of a municipality to appoint a Treasurer;

**AND WHEREAS** Section 286 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, may allow the Council of a municipality to appoint deputy treasurers who shall have all the powers and duties of the treasurer under this and any other Act.

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

1. Heather Trottier is hereby appointed Deputy Treasurer of the Corporation.
2. In addition to the duties required to be performed under any statute, Heather Trottier shall perform other such duties as may from time to time, be assigned to the Deputy Treasurer by by-law or resolution of the Council.
3. This by-law shall be deemed to take effect on January 28, 2020.
4. By-law 2017-107 is hereby repealed.

**READ** a first, second and third time this 28<sup>th</sup> day of January 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger



**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-005**

**Being a by-law to amend By-law 2019-105, being a by-law to establish the fees and charges for various services provided by the municipality.**

**WHEREAS** Section 391. (1) of *The Municipal Act*, 2001 S.O. CHAPTER 25 as amended (hereinafter called "the Act") permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons; and

**WHEREAS** pursuant to Section 69 of *The Planning Act*, R.S.O. 1990, as amended, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters; and

**WHEREAS** Township of Mapleton Council carried Resolution 2020-01-08 pertaining to Finance Report FIN2020-01 dated January 14, 2020 regarding Recommendation to Amend Planning Fees and Charges;

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

1. That Schedule "F", Planning as attached to By-law 2019-105 (1 page) be replaced with Schedule "F", Planning attached hereto.
2. That the effective date for the fees shown in the attached Schedule "F" be the date of passing of the by-law.

**READ** a first, second and third time and finally passed this 28<sup>th</sup> day of January 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

**BY-LAW NUMBER 2020-005  
SCHEDULE "F"  
PLANNING**

DESCRIPTION	DEPOSIT TO COVER RELATED EXPENSES	2020 FEE	2021 FEE	2022 FEE
Committee of Adjustment – Minor Variance Commercial/Industrial		\$2,300.00	\$3,059.00	\$3,818.00
Committee of Adjustment -Minor Variance Other Applications		\$1,850.00	\$2,460.50	\$3,071.00
Zoning Amendment (Including County's Fee of \$6580)		\$9,150.00	\$10,070.00	\$10,990.00
Plan of Subdivision – New or Amendment, including conditions of approvals to both Mapleton and County of Wellington.	\$8,000.00	\$7,000.00	\$9,310.00	\$11,620.00
Plan of Subdivision account top up for plans that exceed the \$8,000.00 deposit for related expenses	\$6,000.00	\$4,000.00	\$5,320.00	\$6,640.00
Site Plan Control Approval New	\$4,280.00	\$2,500.00	\$3,325.00	\$4,150.00
Site Plan Control Amendments (Major)	\$3,480.00	\$2,200.00	\$2,925.00	\$3,652.00
Site Plan Control Amendments (Minor)		\$1,000.00	\$1,330.00	\$1,660.00
Site Plan Control Inspections	\$1,800.00	\$200.00	\$200.00	\$200.00
Any other applications pursuant to the provisions of the Planning Act including appeals to the Ontario Municipal Board, etc.	\$3,500.00	\$2,500.00	\$3,325.00	\$4,150.00
Certificate of Compliance - Zoning By-law		\$100.00	\$133.00	\$166.00
Certificate of Compliance or Status – Plan of Subdivision, Site Plan Agreements		\$220.00	\$292.60	\$365.20
Part Lot Control Exemption	Plus disbursements	\$1,500.00	\$1,995.00	\$2,490.00
Deeming By-law		\$1,000.00	\$1,330.00	\$1,660.00
<b>Severances</b>				
Notice Verification for Severance Applications		\$150.00	\$199.50	\$249.00
Clearances for Severance Conditions		\$200.00	\$266.00	\$332.00
Cash in Lieu of Parkland (Lots on Plan of Subdivision & lots created by Consent)		\$1,400.00 per lot	\$1,400.00 per lot	\$1,400.00 per lot
Fee for services provided by Municipal employees per/hr, per/employee (Clerk, Treasurer, etc.)		\$75.00	\$75.00	\$75.00
Copy of Zoning By-law		\$50.00	\$50.00	\$50.00
Letter of Interest from resident to Clerk to purchase unopened road allowance		\$500.00	\$665.00	\$830.00
Disposal of Surplus Lands (including roads)	\$4,500.00	\$500.00	\$665.00	\$830.00
Encroachment Agreements	\$1,400.00	\$600.00	\$800.00	\$1,000.00

**NOTE:** The fees & charges on Schedule "F" are **HST Exempt**.

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-006**

Being a by-law to authorize the Mayor and Clerk to execute a Fire Dispatch Services Agreement between The Corporation of the City of Guelph and The Corporation of the Township of Mapleton

**WHEREAS** the Township of Mapleton is desirous of entering into a Fire Dispatch Services Agreement between The Corporation of the City of Guelph and the Corporation of the Township of Mapleton to facilitate fire dispatch services;

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

1. That the Mayor and Clerk be authorized to execute a Fire Dispatch Services Agreement between The Corporation of the City of Guelph and The Corporation of the Township of Mapleton;
2. A copy of the said agreement is attached hereto as Schedule "A" and forms part of this By-law.

**READ** a first, second and third time and finally passed this 28<sup>th</sup> day of January 2020.

---

Mayor Gregg Davidson

---

Clerk Barbara Schellenberger

FIRE DISPATCH SERVICES AGREEMENT

This fire dispatch services agreement is between:

THE CORPORATION OF THE TOWNSHIP OF MAPLETON,

(**"Township"**)

- And -

THE CORPORATION OF THE CITY OF GUELPH,

(**"City"**)

WHEREAS the parties entered into an agreement and two amending agreements (collectively the **"Previous Agreement"**) as indicated in Appendix "A" to this agreement, whereby the City agreed to provide certain fire dispatch services to the Township;

AND WHEREAS the parties wish to replace the Previous Agreement with this agreement;

AND WHEREAS the Township operates, at its own sole cost, a volunteer fire department (**"Volunteer Fire Department"**);

The parties agree as follows:

PART I – RETAINER

1. **Services**

- (1) The Township hereby retains the City, exclusively, subject to the provisions of this agreement, including Appendix "A", to provide all fire dispatch services (**"Fire Dispatch Services"**) for the Township, wherever the Township provides fire services, and the City shall provide those Fire Dispatch Services to the Township under the general direction and control of the Township.
- (2) For purposes of this agreement, Fire Dispatch Services means the following:
  - (a) The City shall accept calls from the public service answering point for 911 calls, Police, Central Ambulance Communications Centre and directly from

the public, and direct them to the City's Emergency Services – Guelph Fire Department (the "**Guelph Fire Department**");

- (b) In response to such calls, the Guelph Fire Department shall page the Volunteer Fire Department to reply to them;
- (c) The Township shall acknowledge, to the Guelph Fire Department, receipt of each dispatch received from the Guelph Fire Department and shall acknowledge, to the Guelph Fire Department, when each dispatched unit is en route, on scene and returning;
- (d) The Guelph Fire Department shall monitor all incidents dispatched to the Township and provide a level of support equal to that provided to the City; this will include but not be limited to tracking resources on scene, monitoring radio calls for safety, providing notifications, requesting extra resources, etc.;
- (e) The Guelph Fire Department shall provide incident information to the Township in the format conforming to the radio standard implemented by the Fire Chiefs of Wellington County; and
- (f) The Guelph Fire Department shall keep an electronic record of the telephone and radio transmissions and provide copies to the Township upon request.

(3) The Fire Dispatch Services do not include monitoring or responding to any electronic emergency alarm activations from any individuals in the Volunteer Fire Department.

(4) The City shall provide the Fire Dispatch Services in compliance with:

- (a) The most current requirements of the National Fire Protection Association 1221; and
- (b) When they become applicable, all standards under the *Fire Protection and Prevention Act, 1997*.

## 2. Fees

- (1) The Township shall pay the City fees for the Fire Dispatch Services as set out in this agreement.
- (2) The dispatch fee ("**Dispatch Fee**") payable by the Township to the City, for the Fire Dispatch Services for each year will be established as follows. As early as possible each year, the City shall:
  - (a) Establish the population of the Township (the "**Township Population**") based on recent Statistics Canada census information;
  - (b) Take the rate that it established by October of the previous year, per capita, of providing Fire Dispatch Services to the Township (the "**Per**

- Capita Rate**”), based on factors including the rate for the prior year, cost adjustments and rates charged by comparator providers;
- (c) Calculate the amount of the Dispatch Fee for providing Fire Dispatch Services to the Township for the current year, as the product of the Township Population and the Per Capita Rate; and
  - (d) Invoice the Township for this Dispatch Fee on or before April 1 of the applicable year.
- (3) The Township shall pay the Dispatch Fee for each year to the City in a lump sum on or before June 30 of the applicable year.
- (4) The Township acknowledges that the initial Township Population, as at the date of this agreement, is as set out in Appendix “A”.
- (5) The Township acknowledges that the initial Per Capita Rate, as at the date of this agreement, is as set out in Appendix “A”.
- (6) In addition to the Dispatch Fee, the Township shall, for each month, pay to the City in respect of the Fire Dispatch Services, a mobile radio fee (the “**Mobile Radio Fee**”) established as follows:
- (a) As at the date of this agreement, and initially, the number of mobile radios (“**Number of Mobile Radios**”) is as set out in Appendix “A”;
  - (b) The City may adjust the Number of Mobile Radios from time to time;
  - (c) The mobile radio rate (the “**Mobile Radio Rate**”) will initially be the amount per month per mobile radio participating in the Fire Dispatch Services, as set out in Appendix “A”;
  - (d) The City may adjust the Mobile Radio Rate from time to time in accordance with any adjustments in the cost per mobile radio imposed on the City by the provider of the mobile radio service; and
  - (e) The Mobile Radio Fee for a month will be the product of the Number of Mobile Radios applicable to that month and the applicable Mobile Radio Rate.
- (7) Notwithstanding the foregoing, if the City should ever, in the proper provision of the Fire Dispatch Services to the Township, be required to make any special expenditures beyond the usual operating expenditures (for example, to upgrade the mobile radio services), which expenditures cannot be recovered otherwise, then the City may add such expenditures to the fees provided for above.

## PART II – TOWNSHIP OBLIGATIONS

### 3. Chargeable Amounts

- (1) The City may charge the Township for any Harmonized Sales Tax or any other applicable taxes payable on the fees and expenditures charged by the City to the Township.
- (2) When this agreement is terminated, the Township shall pay the City on a pro-rated basis, for the chargeable fees, expenditures and taxes incurred up to the effective date of such termination, or a later date if services, already commenced by the City, cannot reasonably be discontinued until such later date.

#### 4. **Volunteer Fire Department**

- (1) The Township shall continue to operate, at its own sole cost, the Volunteer Fire Department.

### PART III – COMMUNICATIONS BETWEEN THE PARTIES

#### 5. **Contacts and Communication**

- (1) The Township shall treat the City's Fire Chief as the City's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the City.
- (2) The City shall treat the individual indicated in Appendix "A" as the Township's principal contact in respect of all aspects of this agreement, unless otherwise directed or permitted in writing by the Township.
- (3) Although this agreement is a public document, neither party shall communicate with the media about the services provided pursuant to this agreement except with the prior written approval of the other party.

#### 6. **Notices**

- (1) In this agreement "**Notice**" means any notification or communication required or permitted to be given by one party to the other party under this agreement.
- (2) A party giving Notice shall give it in writing and shall deliver it by personal delivery, email, facsimile, courier or prepaid regular mail to an address of the other party provided for in this agreement.
- (3) Either party may from time to time change any of its addresses by Notice given in accordance with this section.

- (4) A Notice sent by personal delivery is deemed to be delivered on the date it is personally delivered. A Notice sent by email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt. A Notice sent by facsimile is deemed to be delivered one day after the date it is sent. A Notice sent by courier is deemed to be delivered two days after the date it is sent. A Notice sent by prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.
- (5) The initial addresses for the City are as follows:

Fire Chief  
Guelph Fire Department  
City of Guelph  
50 Wyndham Street South  
Guelph, ON. N1H 4E1  
Tel: 519-824-6590  
[john.osborne@guelph.ca](mailto:john.osborne@guelph.ca)

- (6) The initial addresses for the Township are as set out in Appendix "A".

## 7. Confidential Information

- (1) In this agreement:
- (a) "**Confidential Information**" means any information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;
  - (b) "**Disclosing Party**" means the party disclosing Confidential Information;
  - (c) "**Receiving Party**" means the party receiving Confidential Information, and includes all Representatives of that party; and
  - (d) "**Representative**" of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party.
- (2) The Receiving Party shall use Confidential Information only for the purposes of this agreement.
- (3) Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.



- (4) The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
- (5) The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- (6) Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.
- (7) The Receiving Party may disclose Confidential Information if:
  - (a) The Disclosing Party consents;
  - (b) The Receiving Party is required by law to disclose it; or
  - (c) The Confidential Information is generally and publicly available.
- (8) If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
- (9) The Receiving Party shall ensure that all Representatives of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Representative to do so.
- (10) Each party specifically acknowledges that the other party is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, and that the other party may be compelled to disclose certain Confidential Information.
- (11) If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
- (12) The harm that would be suffered by a party in the event of a breach of the provisions of this agreement relating to Confidential Information by the other party would not be compensable by monetary damages alone. Therefore a party shall be entitled, in addition to any other remedies, to seek an injunction against a breach or threatened breach of any such provision.
- (13) The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

PART IV – GENERAL

**8. Commencement, Term, Termination and Delay**

- (1) This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
- (2) The initial term of this agreement will be 5 years, commencing upon January 1 of the year after this agreement becomes effective. Unless terminated, this agreement will be automatically renewed from year to year thereafter.
- (3) Either party may, with or without cause, terminate this agreement at the end of a calendar year, upon at least one year's Notice.
- (4) Whenever and to the extent a party is unable to fulfil, or is delayed or restricted in fulfilling, any of the obligations under this agreement by reason of any cause beyond the party's reasonable control, then the time for fulfilling such obligation is to be extended for such reasonable time as may be required by the party to fulfil such obligation, provided that any such inability, delay or restriction does not relate, to any extent, to any act or omission by such party or any of its Representatives or others for whom it is at law responsible, and further provided that the party seeking such extension submits promptly to the other party a Notice of extension of time and the specific reason and expected duration of such extension.

**9. Relationship between Parties**

- (1) The City shall not be liable to the Township or any other person for any liability, claim, damage, costs, suit or action in respect of any property damage or personal injury, including death, howsoever caused, relating in any way whatsoever to the provision of or failure to provide services by the City or any of its Representatives, or arising directly or indirectly from this agreement, except where any property damage or personal injury, including death, is due solely to the gross negligence of the City or any of its Representatives, and the Township hereby releases the City and its Representatives accordingly. The provisions of the *Fire Protection and Prevention Act, 1997* respecting protection from personal liability and non-relief from liability apply notwithstanding any provision of this agreement. This section will survive the termination of this agreement.

- (2) The Township and the City are independent contracting parties of each other. Neither party shall, except as the other party may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the other party, or bind the other party in any respect whatsoever. Neither party is a partner, joint venturer, agent or employee of the other party.
- (3) The Township shall not assign this agreement or any of the rights, benefits or obligations under this agreement.
- (4) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior commitment, representation, warranty, arrangement, understanding or agreement, written or oral, collateral or other, with respect to the subject matter hereof, existing between the parties at the date of execution of this agreement.

#### **10. Waiver**

- (1) A party may by Notice waive any of its rights, powers or remedies under this agreement.
- (2) The failure of either party to exercise any of its rights, powers or remedies under this agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.

#### **11. Interpretation**

- (1) This agreement is to be construed with all changes in number and gender as may be required by the context.
- (2) The division of this agreement into sections, subsections and clauses is for convenience of reference only and does not affect the interpretation.
- (3) The obligations of the parties contained in this agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party.
- (4) This agreement is to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable there.
- (5) Time is to be of the essence of this agreement, including if any extension is

permitted.

- (6) Any reference in this agreement to legislation, policies or rules is to such legislation, policies or rules as amended, extended, re-enacted or replaced.
- (7) The parties may sign this agreement in counterparts with the same effect as if the parties had signed the same document. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this agreement in accordance with the provisions set out in this agreement for delivery of Notices.
- (8) All provisions of this agreement are severable, and if any provision is declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement remain in full force and effect.

## **12. Miscellaneous**

- (1) This agreement is to enure to the benefit of and bind the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- (2) No change or modification of this agreement is valid unless it is in writing and signed by each party.

*[SIGNATURE PAGE FOLLOWS]*

Each party is signing this agreement on the date stated opposite that party's signature.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.  
The Township's Council has endorsed this agreement.

THE CORPORATION OF THE CITY OF GUELPH

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

## Appendix "A"

General

Township: Mapleton

Date of Previous Agreement: October 4, 2007.

Date of First Amending Agreement: January 12, 2011.

Date of Second Amending Agreement: January 27, 2015.

Special dispatch arrangements with this Township: None.

Dispatch Fee calculation

Year of Statistics Canada census information used for determining Township Population as at the date of this agreement: 10,527

Township Population as at the date of this agreement:

Per Capita Rate as at the date of this agreement: \$2.30 set by council bylaw in 2020.

Mobile Radio Fee calculation

Number of Mobile Radios as at the date of this agreement: 2

Mobile Radio Rate as at the date of this agreement: \$40.00 per month per mobile radio.

Contact

Initial principal contact individual and addresses for the Township:

Title:	Fire Chief
Township:	Mapleton
Street address:	7275 Sideroad 16, Drayton, ON
Telephone:	519-638-3313 ext. 20
Email:	RRichardson@mapleton.ca

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-007**

**A By-law to authorize the closure and conveyance of Part Lot 1, Concession 15, Maryborough, being Part 1, Hwy Plan DN5005; Part Lot 2, Concession 15, Maryborough, being Part 5 on Expropriation Plan DN6750 AKA Hwy 9, and Part of the Road Allowance between Concessions 14 and 15, Maryborough, abutting Lots 1 to 9 East of Hwy 9, in the Township of Mapleton (the “Property”).**

**WHEREAS** the Corporation of the Township of Mapleton considers it advisable to permanently close the unopened road allowance, legally described as **Part of the Road Allowance between Concessions 14 and 15, Maryborough, abutting Lots 1 to 9 East of Hwy 9, in the Township of Mapleton, shown as hatched on the sketch attached hereto as Schedule “A”** (the “Road”) and to convey the soil and freehold of the Road to **Edward and Tilda Bosman;**

**AND WHEREAS** the Corporation of the Township of Mapleton wishes to declare the Property surplus to the Township's needs;

**AND WHEREAS** CAO Clerk's Report CL2019-22 was received at Council on May 14, 2019;

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

**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 Property is declared surplus to the Township's present and future needs and that the Road be permanently closed; and
2. THAT the soil and freehold of the Property be conveyed to Edward and Tilda Bosman (the “Purchaser”), subject to the Purchaser and Township 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 Property to the Purchaser and that the Mayor and Clerk are authorized to execute any documents in connection therewith; and 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; and,
4. That an appraisal of the Property is not required;
5. That notice to be given for the disposition of surplus lands pursuant to the Township of Mapleton Notice Provision By-law and Disposal of Surplus Lands policy (MUP -01).

**READ** a first, second and third time on Tuesday, January 28, 2020.

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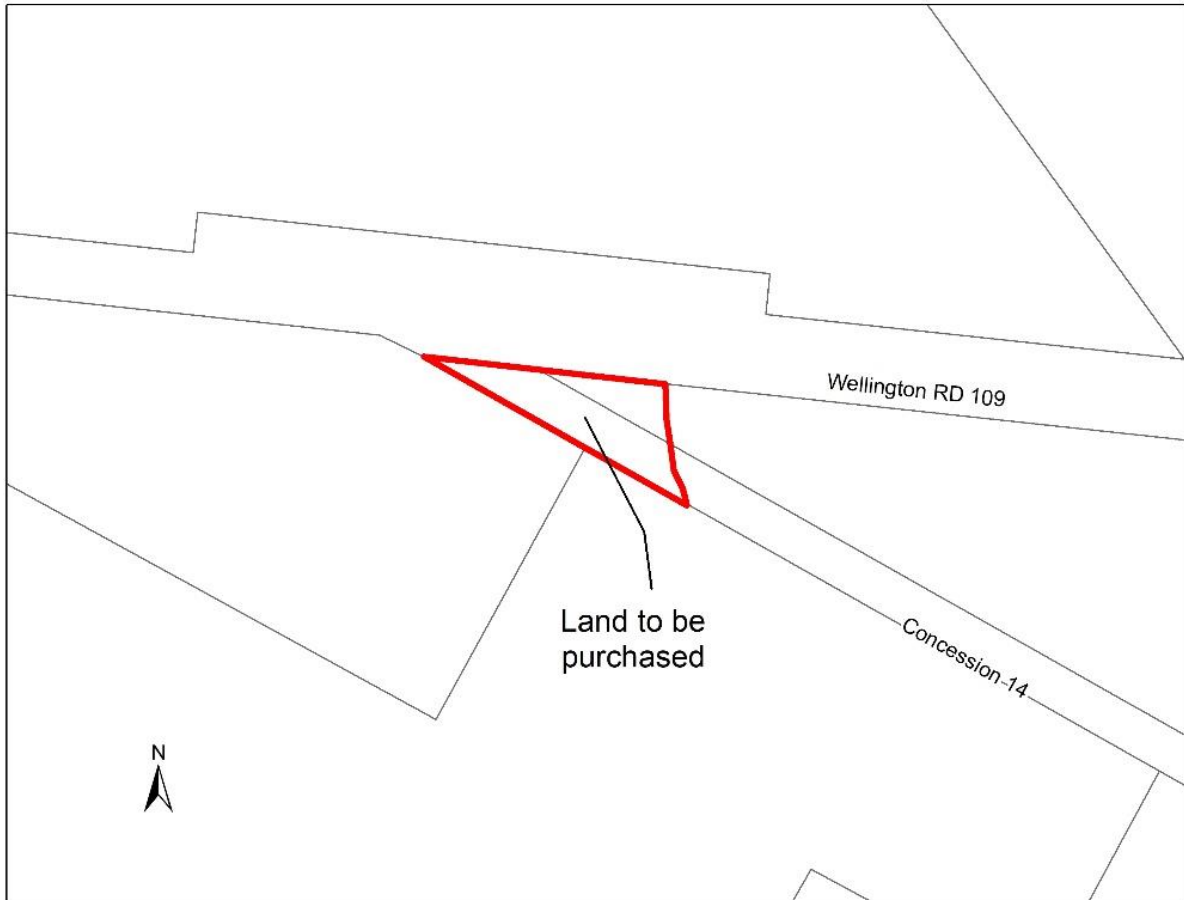
Mayor Gregg Davidson

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Clerk Barb Schellenberger



Schedule "A"





**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-008**

**A By-law to authorize temporary borrowing to meet the expenditures of the Township of Mapleton until taxes are collected and other revenues received during the fiscal year ending December 31, 2020**

**WHEREAS** Section 407 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the Municipal Act, 2001;

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

1. The head of council or the treasurer or both are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected, and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1<sup>st</sup> to September 30<sup>th</sup> of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1<sup>st</sup> to December 31<sup>st</sup> of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$8,502,691.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act that have not been repaid.
5. a) if the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.  
  
b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of

the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.
  
9. This by-law shall take effect on the final day of passing.

**READ** a first, second and third time on Tuesday, January 28, 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-009**

**Being a by-law to authorize cost recovery  
(fees) with respect to Fire Department  
specific response**

**WHEREAS** pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**AND WHEREAS** Council of the Township of Mapleton deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

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

1. In this By-Law:
  - a. “Council” means Council of the Municipality;
  - b. “Fire Department” means a fire department established by the Municipality in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time;
  - c. “Fire Department Specific Response Fees” means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;
  - d. “Indemnification Technology®” shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;
  - e. “Municipality” means the Corporation of the Township of Mapleton;

- f. "Owner" means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
  - g. "Property" means any real property located within the geographical boundaries of the Municipality, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided;
2. The Municipality hereby authorizes the imposition of fees from time to time in accordance with the provisions of this By-Law.
  3. The Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this By-Law in accordance with the Schedule of Fees, attached hereto and forming part of this By-Law.
  4. The Municipality may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
  5. Fees imposed pursuant to this By-Law constitute a debt of the Owner to the Municipality and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate.
  6. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.
  7. In this By-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.

8. If any term or provision of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council that each term and provision of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

**READ** a first, second and third time on Tuesday, January 28, 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger

## SCHEDULE OF FEES

### 1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. *\*Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. *other costs including but not limited to; Foam, Metered Water, Air Tank Re-filling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops*

\*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.



**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-010**

**A By-law to provide for an Interim Tax Levy on all assessment and to specify installment due dates and stipulate penalty and interest rates for taxes in default.**

**WHEREAS** Section 317(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality, before the adoption of the estimates for the year, may pass a by-law levying amounts on the assessment of property rateable for local municipality purposes;

**AND WHEREAS** Section 317(2) of *The Municipal Act, S.O. 2001, c. 25*, as amended, permits that a by-law under subsection (1) shall be passed in the year that the amounts are to be levied or may be passed in November or December of the previous year if it provides that it does not come into force until a specified day in the following year;

**AND WHEREAS** Section 317(3) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that the amount levied on a property shall not exceed 50 per cent of the total taxes that were levied for municipal and school purposes for the previous year;

**AND WHEREAS** Section 342(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality may provide for the payment of taxes in one amount or by instalments;

**AND WHEREAS** Section 346(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that all taxes shall be paid to the Treasurer, except as may be provided under Section 346(2) where payment may be made by any person into a financial institution to the credit of the Treasurer of the municipality;

**AND WHEREAS** Section 345 of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides that a local municipality may impose a percentage charge as a penalty for non-payment of taxes on any class or instalment thereof, not exceeding 1.25 percent on the first day of default; and on the first day of each calendar month thereafter in which default continues, interest may be charged not exceeding 1.25 per cent per month;

**AND WHEREAS** Section 347(1-3) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides for the allocation of payment received on account of taxes;

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

1. THAT the 2020 interim taxes on a property will be based on 50% of the taxes levied on the property in the tax year 2019.
2. THAT the taxes levied under this by-law shall be payable in two instalments, and the due dates for payment shall be as follows;  
  
First Instalment: Friday, March 27, 2020  
Second Instalment: Friday, June 26, 2020
3. THAT the Deputy Treasurer is hereby authorized to deliver by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a printed notice of interim taxes due.
4. THAT failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any instalment, does not affect the timing of default or the date from which late payment charges shall be imposed.
5. THAT penalty/interest of 1.25 per cent will be added to property taxes which are in default, in accordance with Section 345 of *The Municipal Act, S.O. 2001, c. 25*, as amended, on the 1<sup>st</sup> business day of the next month and every month thereafter in which the default continues.
6. THAT the Treasurer be authorized to accept partial payment for taxes, from time to time, if it does not affect the collection of taxes registered for tax arrears.
7. THAT the Treasurer be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time but no such payment shall be received after a tax arrears certificate has been registered under Part XI of *The Municipal Act, S.O. 2001, c. 25*, as amended.
8. THAT the current taxes and tax arrears are payable by cash, cheque or Interac/debit at the Township of Mapleton Municipal Office, 7275 Sideroad 16 or by cheque mailed to P O Box 160, Drayton Ontario N0G 1P0. Current taxes are also payable at most Financial Institutions, via on-line banking and by telephone banking.
9. THAT Section 342(1) of *The Municipal Act, S.O. 2001, c. 25*, as amended, provides the Treasurer with the authority, on default of payment of any instalment by the day named above for payment thereof, that the subsequent instalment or instalments shall become payable immediately.

10. THAT this by-law shall be deemed to come into force and effect on January 28th, 2020 and shall apply to all tax classes.

**READ** a first, second and third time on Tuesday, January 28, 2020.

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Mayor Gregg Davidson

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Clerk Barb Schellenberger



January 14, 2020

Barb Schellenberger  
Clerk, Township of Mapleton  
7275 Sideroad 16, Box 160, Drayton, ON N0G 1P0

Dear Ms. Schellenberger:

**RE: Support for actions to address over-application of winter maintenance chemicals to protect sources of municipal drinking water**

On December 12, 2019, the Lake Erie Region Source Protection Committee received report SPC-19-12-02 Winter Maintenance Chemicals: Challenges and Opportunities, and passed the following resolution:

*AND THAT the Lake Erie Region Source Protection Committee direct staff to forward report SPC-19-12-02 to the Councils of the single, upper and lower-tier municipalities within the Lake Erie Source Protection Region, all Source Protection Committees, Ontario Good Roads Association, Association of Municipalities of Ontario, and Rural Ontario Municipal Association, to request resolutions in support of the report's recommended actions and forward the resolutions to the Ontario Minister of the Environment, Conservation and Parks, Ontario Minister of Transportation, Ontario Minister of Municipal Affairs and Housing and Attorney General of Ontario.*

The report (attached) provides an overview of the ongoing issue and implications of over-application of winter maintenance chemicals, highlighting trends in the Lake Erie Source Protection Region, and includes recommended actions, including changes to the liability framework, increased requirements for winter maintenance of parking lots and changes to the Clean Water Act, 2006 framework to proactively protect municipal drinking water sources.

As per the Source Protection Committee's resolution, I am asking for municipal support of the report's recommended actions. Please forward a copy of any resolution to: Ilona Feldmann, Source Protection Program Assistant, Lake Erie Source Protection Region ([ifeldmann@grandriver.ca](mailto:ifeldmann@grandriver.ca))

Please contact me if you have any questions or concerns about the report or the request for municipal support.

Regards,

Martin Keller  
Source Protection Program Manager, Lake Erie Source Protection Region

**ITEM 11.2**  
**DRAFT RESOLUTION**

Moved: Councillor  
Seconded: Councillor

THAT Township of Mapleton Council receive correspondence from Drinking Water Source Protection dated January 14, 2020 from Program Manager Martin Keller in regards to a request for support to address over-application of winter maintenance chemicals;

AND FURTHER THAT the report's recommended actions be supported and Lake Erie Source Protection Program be notified of our support.

DRAFT

## LAKE ERIE REGION SOURCE PROTECTION COMMITTEE

**REPORT NO.** SPC-19-12-02

**DATE:** December 12, 2019

**TO:** Members of the Lake Erie Region Source Protection Committee

**SUBJECT:** **Winter Maintenance Chemicals: Challenges and Opportunities for Change**

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### **RECOMMENDATION:**

THAT the Lake Erie Region Source Protection Committee receives report SPC-19-12-02 – Winter Maintenance Chemicals: Challenges and Opportunities for Change – for information.

AND THAT the Lake Erie Region Source Protection Committee receives the Recommended Actions to Address the Over-Application of Winter Maintenance Chemicals for consideration and action.

### **REPORT:**

#### **Summary of Report Contents**

- Introduction
- Recommended Actions to Address the Over-Application of Winter Maintenance Chemicals
- Increasing Sodium and Chloride Concentrations within Groundwater Drinking Sources in Lake Erie Source Protection Region
- Liability and Other Factors Influence the Amount of Salt Applied
- Changes Needed to the Source Water Protection Director's Technical Rules

#### **Introduction**

At the October 3, 2019 Lake Erie Region Source Protection Committee (SPC) meeting, members discussed the ongoing issue of salt over-application and the increasing number of sodium and chloride Issue Contributing Areas (ICAs) across the Lake Erie Source Protection Region. Following the discussion, the committee directed Lake Erie Region staff to draft a report and recommendation(s) regarding the issue for presentation at the next SPC meeting.

This report has been written in collaboration with staff from the Grand River Conservation Authority (GRCA), City of Guelph, Region of Waterloo and Wellington Source Water Protection.

#### **Recommended Actions to Address the Over-Application of Winter Maintenance Chemicals**

To address the above concerns, the following recommendations are provided to the Lake Erie Region Source Protection Committee for consideration:

THAT the Province of Ontario explore ways to reduce the factors that contribute to excess application of winter maintenance chemicals on road ways and parking lots through a review of the liability framework in Ontario.

THAT the Province of Ontario work with municipalities to strengthen training programs for road agencies that apply winter maintenance chemicals on roads and sidewalks to reduce application rates without compromising road safety that would assist with mitigating risks to municipal drinking water systems.

THAT the Province of Ontario require property owners and contractors responsible for maintaining safe parking lots and sidewalks be trained and certified in the application of winter maintenance chemicals.

THAT the Province of Ontario change Prescribed Drinking Water Threats, “the application of road salt” and “the handling and storage of road salt” to “the application of winter maintenance chemicals” and “the handling and storage of winter maintenance chemicals”, and define the term in the regulation.

THAT the Province of Ontario change the Table of Circumstances related to the application of winter maintenance chemicals to differentiate between application on roads, sidewalks and parking lots to reflect the different liability issues and the nature of winter maintenance conducted for each surface type.

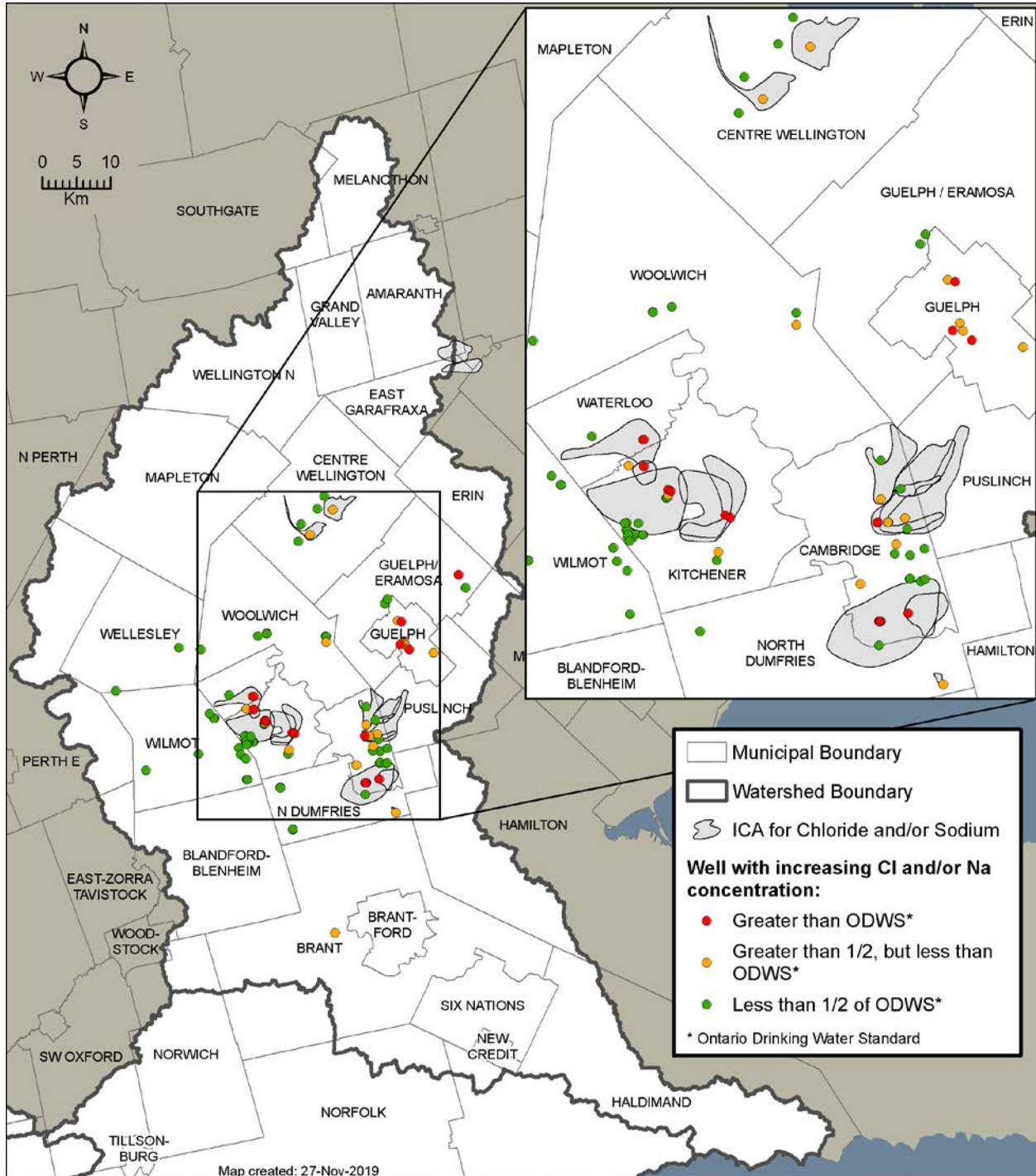
AND THAT the Province of Ontario amend the Clean Water Act’s Director’s Technical Rules to enable municipalities to proactively protect their municipal drinking water supplies from the application and storage of winter maintenance chemicals.

### **Increasing Sodium and Chloride Concentrations within Groundwater Drinking Sources in Lake Erie Source Protection Region**

Municipal water supplies within the Lake Erie Source Protection Region (LESPR) have exhibited increases in chloride and sodium concentrations. **Map 1** identifies all municipal supplies within the LESPR that are impacted by increasing chloride and sodium concentrations. Within LESPR, approximately 150 wells are impacted by increasing concentrations of chloride and/or sodium, where 34 wells have identified chloride and/or sodium as an Issue under the *Clean Water Act, 2006* and Technical Rules. **Map 1** shows the ICAs for chloride and sodium, along with municipal supply wells with increasing concentrations. Issue Contributing Areas are delineated for wells with an Issue and policies apply to address the elevated contaminant concentrations.

The impacted municipal supply wells range from small rural centres (Elora, Fergus – Centre Wellington, Guelph-Eramosa, Paris – County of Brant) to medium cities (City of Guelph, Orangeville) to large urban areas (Region of Waterloo). Examples of increasing chloride and sodium concentrations at municipal supply wells within the LESPR are described below and include Wells E3 in Elora and F1 in Fergus, the City of Guelph Water Supply Wells, William Street Wellfield in Waterloo and Well G5 in Cambridge. The Town of Orangeville Water Supply System is impacted by increasing chloride and sodium concentrations and has defined ICAs that extend into the LESPR.

**Map 1: Lake Erie Region Municipal Supply Wells with Elevated Chloride and Sodium Concentrations**

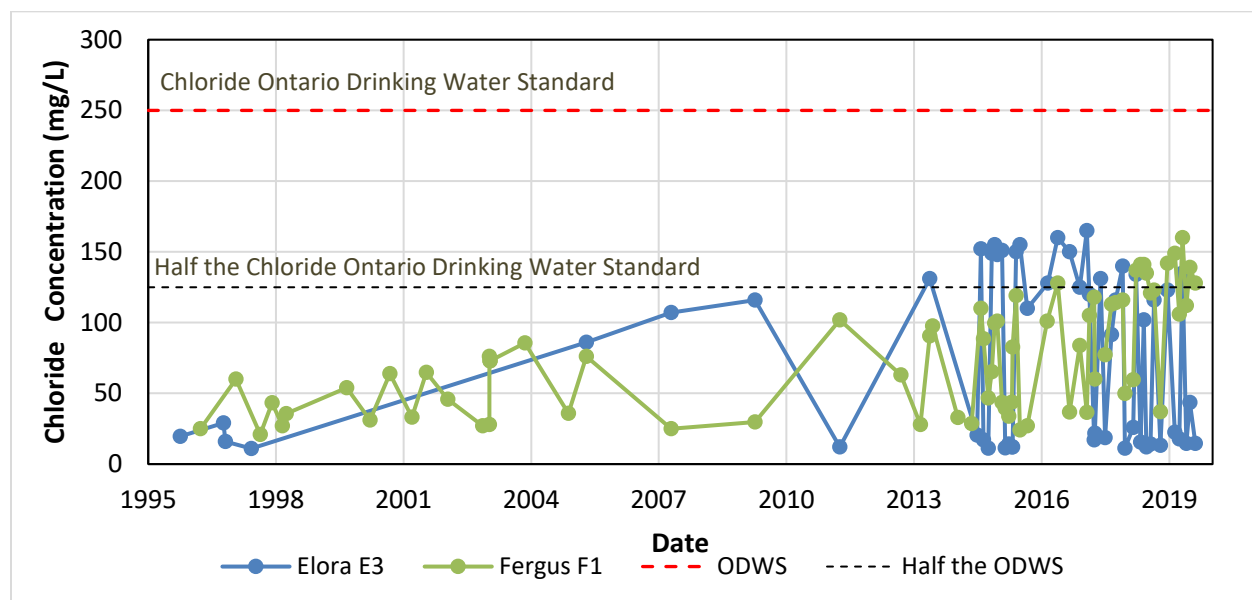




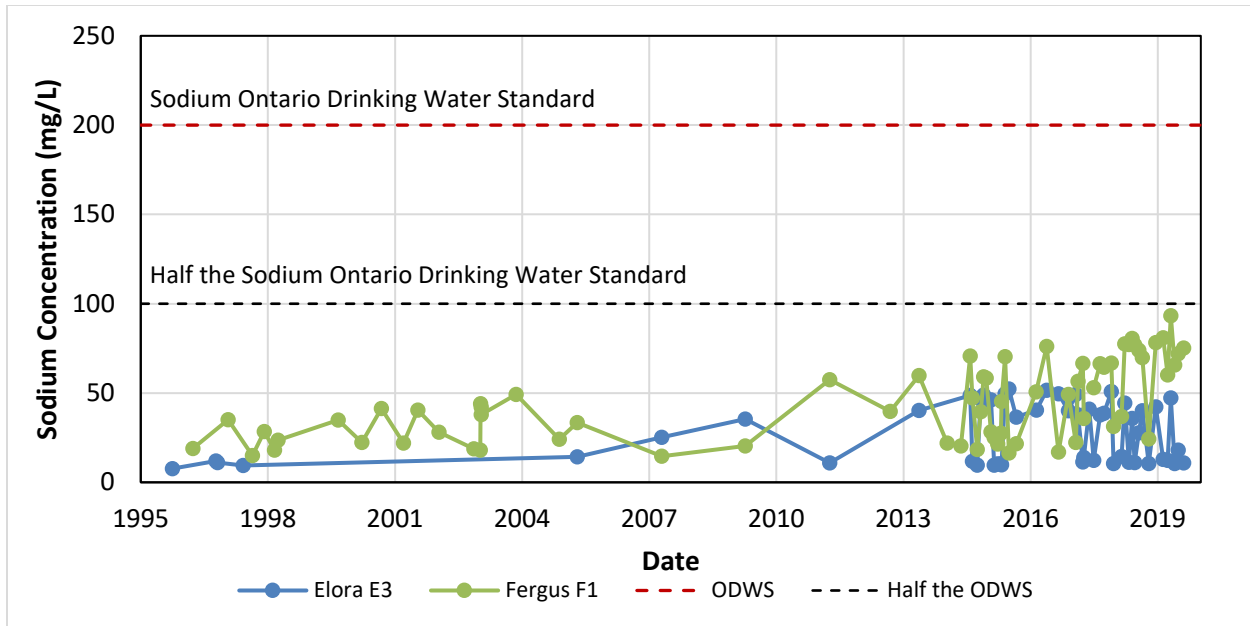
## Increasing Sodium and Chloride Concentrations at Bedrock Groundwater Wells in Wellington County

The Township of Centre Wellington monitors sodium and chloride concentrations at the nine municipal wells that service Elora and Fergus. Well Fergus F1 is screened within a bedrock aquifer with surrounding land primarily urban. Well Elora E3 is screened within a bedrock aquifer with surrounding land primarily agricultural, with a large manufacturing facility located immediately north of the well.

**Figure 1** and **Figure 2** illustrate the increasing and variable trends of chloride and sodium concentrations at Elora Well E3 and Fergus Well F1. Chloride concentrations at Elora Well E3 and Fergus Well F1 are both above and below half of the Ontario Drinking Water Standards (125 mg/L). Maximum chloride concentrations are noted at Elora Well E3 of 165 mg/L. At Elora Well E3 and Fergus Well F1 sodium concentrations are increasing, but remain below half of the Ontario Drinking Water Standards (100 mg/L). Maximum sodium concentrations are noted at Fergus Well F1 of 93 mg/L. A study completed by Golder Associates (2015) concluded that groundwater at well F1 appears to be derived mainly from the overburden and shallow bedrock aquifers, while groundwater at well E3 appears to be derived mainly from the bedrock aquifer. In both cases, the chloride source is likely from the surface (anthropogenic sources). As a result of the increasing chloride concentrations to above half of the Ontario Drinking Water Standards and the anthropogenic origin of the chloride, chloride was identified as an Issue and an ICA was delineated for both Elora Well E3 and Fergus Well F1.



**Figure 1: Chloride concentrations at Elora Well E3 and Fergus Well F1**

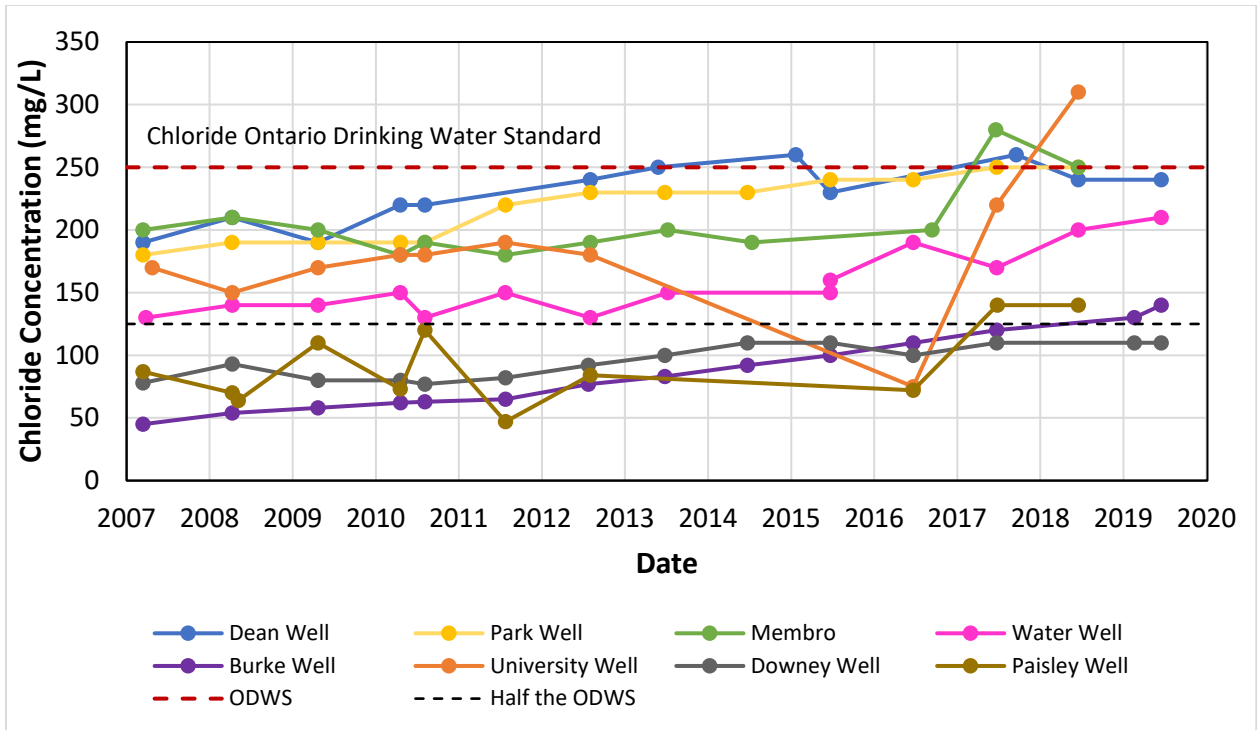


**Figure 2: Sodium concentrations at Elora Well E3 and Fergus Well F1**

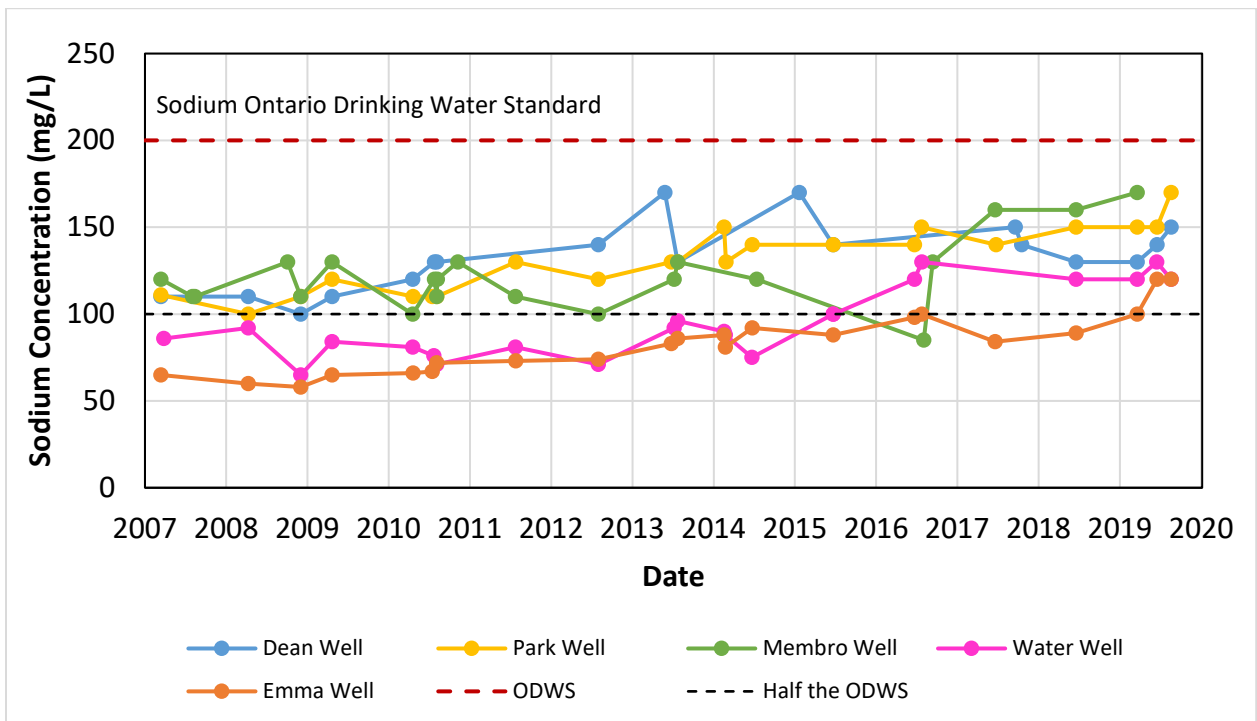
Increasing Sodium and Chloride Concentrations at Bedrock Groundwater Wells in the City of Guelph

Sodium and chloride concentrations are increasing at several bedrock wells within the City of Guelph. **Figure 3** and **Figure 4** below illustrate increasing chloride and sodium trends in select municipal wells within the City of Guelph. **Figure 3** shows chloride concentrations above half the Ontario Drinking Water Standard for chloride (125 mg/L) at almost all wells, with chloride concentrations approaching or at the Ontario Drinking Water Standard for chloride of 250 mg/L. **Figure 4** shows sodium concentrations above half the Ontario Drinking Water Standard for sodium (100 mg/L) at all wells, with sodium concentrations ranging from 120 to 170 mg/L in 2019.

Sodium and chloride are not identified as Drinking Water Issues at City of Guelph wells. The City of Guelph will continue to monitor sodium and chloride concentrations.



**Figure 3: Chloride concentrations at select municipal wells within the City of Guelph**



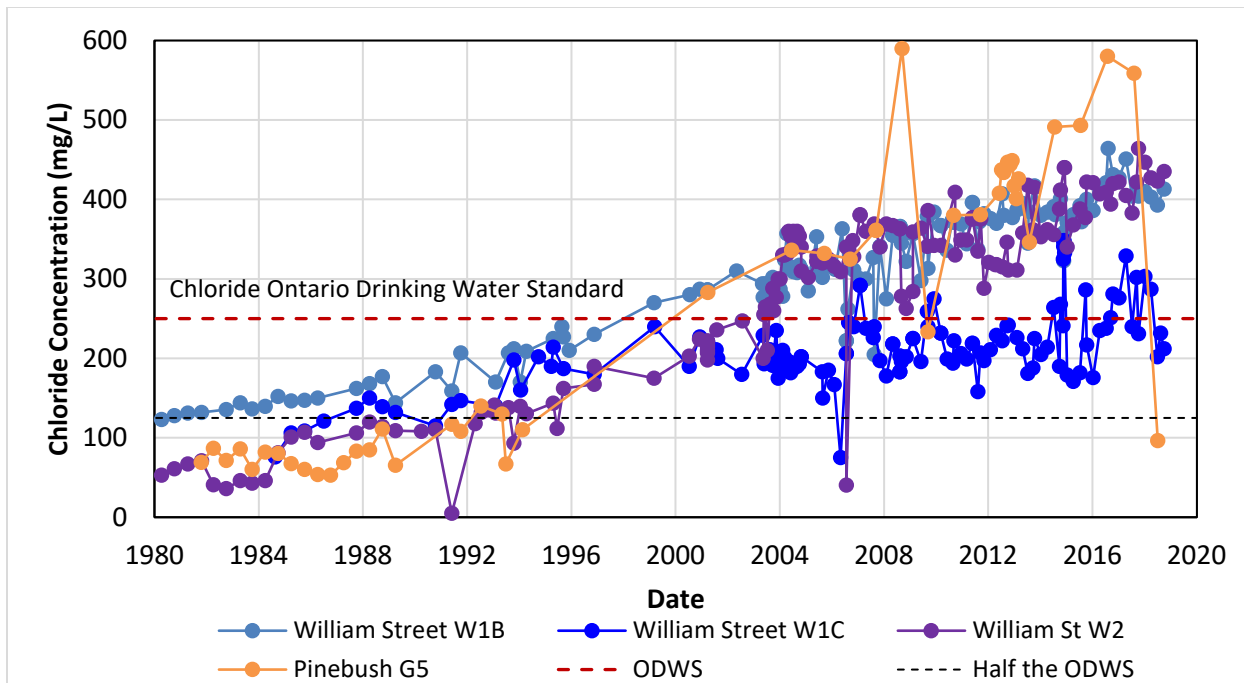
**Figure 4: Sodium concentrations at select municipal wells within the City of Guelph**

## Increasing Sodium and Chloride Concentrations at Groundwater Wells in the Region of Waterloo

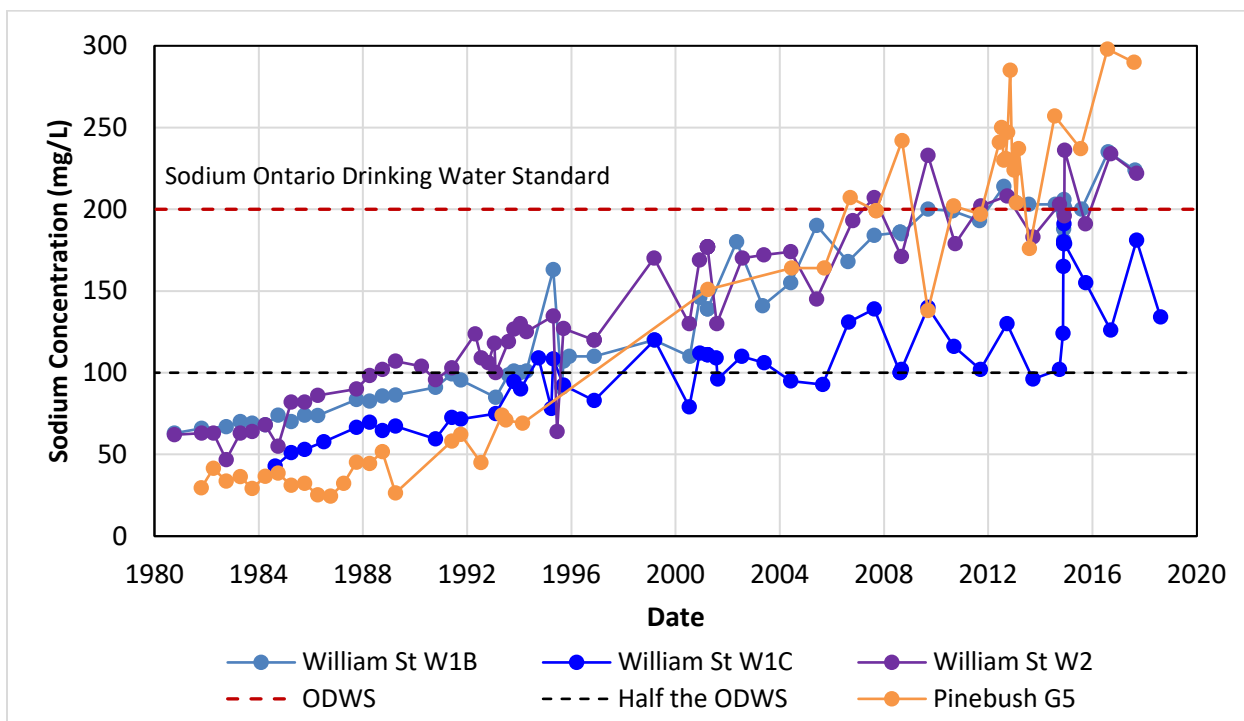
The Region of Waterloo has nine wellfields with elevated concentrations of chloride and sodium that resulted in the identification of Issues under the *Clean Water Act, 2006* and Technical Rules and delineation of ICAs. Impacted wellfields are generally within the urban areas of Cambridge, Kitchener and Waterloo. Chloride and sodium concentrations have been measured as high as 750 mg/L and 365 mg/L, respectively, at one municipal wellfield in the Region of Waterloo.

The William Street Wellfield is an example of one of the Waterloo's wellfields that is impacted by increasing chloride and sodium concentrations. **Figures 5** and **6** below illustrate the increasing chloride and sodium concentrations at the three water supply wells in the William Street wellfield. An increasing trend of chloride (**Figure 5**) is observed dating back to 1975. Current chloride concentrations are above the Ontario Drinking Water Standard of 250 mg/L with 2019 chloride concentrations reaching approximately 450 mg/L. An increasing trend of sodium (**Figure 6**) is observed dating back to 1980. Current sodium concentrations at two of the three wells are above the Ontario Drinking Water Standard of 200 mg/L with 2019 sodium concentrations reaching approximately 240 mg/L.

**Figures 5** and **6** also present the results from well G5 of the Pinebush system in Cambridge and demonstrates the impacts from application of salt on parking lots. This well also shows increasing chloride and sodium trends from the 1980s. However, the concentrations dramatically increase in the middle to late 1990s, which is coincident with the construction of a large retail centre and associated large parking lots immediately adjacent to the well. Currently, chloride and sodium concentrations are higher than those in the William Street wellfield, being approximately 600 mg/L and 300 mg/L, respectively.



**Figure 5: Chloride concentrations at the William Street and Pinebush Wellfields in the Region of Waterloo**



**Figure 6: Sodium concentrations at the William Street Wellfield in the Region of Waterloo**

## Implications of Elevated Sodium and Chloride in the Environment

Elevated and increasing concentrations of chloride and sodium are becoming prevalent in small rural centres, medium sized cities, and large urban areas. The application of road salt (sodium chloride) is a common activity across LESPR given winter road conditions.

The application of salt on roads (and parking lots) enters into the environment in several ways. In many cases, the snow gets plowed onto the road shoulder which either enables it to infiltrate into the groundwater or the meltwater runs off into surface water features and/or into storm water management structures. While the primary purpose of these storm water facilities is to manage wet weather flows, they also receive meltwater during the winter months. If the stormwater structures include infiltration galleries and/or Low Impact Development (LID) infrastructure, some of the salty water conveyed to them during the winter months could infiltrate into the subsurface further exacerbating impacts to groundwater based municipal drinking water systems. Ultimately, all the winter maintenance chemicals eventually enter the natural water system.

Climate change is resulting in more extreme weather patterns with generally milder winters and increased frequencies of precipitation freeze/thaw cycles predicted, resulting in increased use of chemicals for winter road and parking lot maintenance. If left unmanaged, chloride and sodium from road salt will continue to contaminate drinking water sources.

A summary of negative impacts of road salt use for winter maintenance can be described as follows:

- increased concentrations of chloride and sodium in surface water and groundwater drinking water sources impairs the water taste and poses a risk to persons with high blood pressure and sodium restricted diets;
- premature wear to concrete sidewalks and structures (bridge decks, overpasses) which reduces overall life of such infrastructure and results in increased capital costs to maintain them on the order of \$250-\$480 per tonne of salt applied (Environmental Commissioner of Ontario, 218). and,
- damage of animal and plant cells' ability to carry out key ecological processes, changes to the weight of lake water to block the normal mixing process, which is essential for oxygen mixing, and harm to soil, gardens, vegetation and trees, which are necessary for shade as summers get hotter.

The only treatment process available to remove sodium and chloride from water is by reverse osmosis (desalinization) which is very expensive, energy intensive and creates a large volume of concentrate waste brine that must be discharged back into the environment. Accordingly, the only way to minimize the impacts from road salt on water resources and the environment is to reduce the amount being used.

### **Liability and Other Factors Influence the Amount of Salt Applied**

In 2001, Environment and Climate Change Canada (ECCC) completed an assessment of the impacts of road salt and concluded that high releases of road salts were having an adverse effect on freshwater ecosystems, soil vegetation and wildlife. This assessment initiated the risk management process to address the risks posed to the environment by road salt. Subsequently, a Code of Practice was developed by ECCC and a parallel Synthesis of Best Practices document was created by the Transportation Association of Canada. The synthesis is a detailed resource on winter maintenance practices and supplements the recommendations made within the Code.

The two main recommendations of the Code are the development of salt management plans and implementation of best management practices. The Code is voluntary, only applies to road

organizations that use more than 500 tonnes of salt per year, and does not apply to application on parking lots or sidewalks. The ECCC assessment report concluded that application of salt on parking lots represents less than 10% of the total amount of salt being applied across the country. However, the contribution of parking lots in urban areas is much greater due to the increased density of paved surfaces and the higher potential application rates needed to address private property liability concerns. Specifically, in parts of Cambridge, Kitchener and Waterloo, salt loading to groundwater from parking lots is equal to or greater than the loading from roads.

Several pieces of legislation provide the legal context for application of winter maintenance chemicals. For roads, municipal transportation agencies are required under Section 44 of the Municipal Act to maintain roads in a “reasonable state of repair” and to maintain them in accordance with the Minimum Maintenance Standards. For building owners and managers, the Occupier’s Liability Act requires a duty of care to maintain “reasonably” safe conditions for persons while on their premises. However, unlike for roads, the definition of what is reasonably safe is not stipulated and there are no standards. For parking lots, what is reasonable is determined through awareness of legal case studies, which are not too frequent, as most slip and fall claims arising from winter maintenance on parking lots are settled out of court. In addition, for private contractors, a settlement made by their insurance company often results in increases in insurance costs and/or loss of insurance completely. To ensure on-going viability of their businesses, most contractors will err on the side of caution and over apply salt.

These two pieces of legislation provide a framework for over-application of salt that is condoned by the public as necessary to ensure the protection of the travelling public. There is little recognition that this over-application may not be necessary as protection from liability is paramount. This framework is further facilitated by the following:

- the Ontario Environmental Protection Act exempts salt from being considered a contaminant if it is used “... for the purpose of keeping the highway safe ...” meaning that applicators of salt do not have to be concerned about any environmental impacts by the amount they use;
- weather is difficult to predict and the weather that arrives can vary from that forecasted, which means that applications are often higher than needed in case the conditions are worse than forecasted;
- the science behind how salt works is poorly understood (i.e. it is the brine that breaks down ice, not rock salt itself, or that rock salt is not effective in temperatures below -10°C) or is ignored due to liability concerns;
- there is increasing societal demand to maintain black asphalt in southern Ontario at all times and conditions, provide alternate forms of travel with associated high winter maintenance requirements, and addressing accessibility concerns in winter for accessibility-challenged persons; and
- rock salt is on the order of 40% cheaper than the next cheapest winter de-icing chemical, forcing most municipalities and private contractors to default to this chemical even though other chemicals may improve winter maintenance performance with less environmental impact.

All of the above factors contribute to the public's perception that salt does not affect the environment and creates a “laissez-faire” attitude towards the presence of salt on paved surfaces.

#### Factors Influencing Winter Maintenance on Roads

As noted above, the obligations to maintain roads arise from the Municipal Act and Minimum Maintenance Standards. These provide some level of liability protection against municipalities in

the event of vehicle accidents or slip and fall claims on roads. However, the capacity of each municipal agency to adopt new and/or implement sophisticated practices varies and many municipalities have budget pressures which may limit the introduction of these practices. In addition, the impact of joint-and-several liability often results in municipalities paying the majority of the costs resulting from an accident even if their contribution to the fault is minimal, further exacerbating the financial challenges for municipalities. Finally, most municipalities set a single performance standard for each road class and segment and most if not all municipalities are not willing to change the standard if the road comes in and out of a vulnerable drinking water protection area. These issues coupled with the voluntary nature of the ECCC Code could force municipalities to minimize adoption of practices to meet the Code or not participate at all.

Application on roads also differs from that on parking lots for the following reasons:

- most winter maintenance on roads are performed by municipal staff and/or larger contracted companies (e.g. province of Ontario) which provide stable working conditions that can attract long term employees ensuring consistency in approach reducing the need to train revolving staff;
- there are a relatively modest number of road agencies compared to hundreds and possibly thousands of private contractors; and
- the passage of cars on roads assists in the break down of the solid winter maintenance chemicals into the liquid brine needed to break the bond between snow/ice and the underlying surface, resulting in the need for less salt to be applied.

All of these factors can help reduce the amount of salt applied on roads compared with that applied on parking lots.

Many road authorities have made considerable improvements in technology, operational approaches and training to help improve application and reduce impacts to the environment. However, further changes will be difficult to achieve in part due to the risks associated with liability. In addition, the benefit of these reductions could be off-set by changes in climate, e.g. more freezing rain events, which will necessitate changing the approach to winter maintenance on roads. Further, the expansion of the Minimum Maintenance Standards to sidewalks in 2018 could result in an overall increase in the amount of salt being applied to the road network. This will exacerbate the impact to municipal drinking water supply sources. In Ontario, several organizations are promoting changes to the liability framework including the following:

- the Association of Municipalities of Ontario submitted a letter to the Ontario Attorney General requesting reform of the joint and several liability framework in Ontario as it relates to municipalities;

<https://www.amo.on.ca/AMO-Content/Policy-Updates/2019/AMOSubmitsReporttoAttorneyGeneralonLiabilityandIns>).

- a combined working group representing the Ontario Good Roads Association and Conservation Ontario submitted a letter to the Ontario Attorney General requesting a review of the liability related to application of winter maintenance chemicals (**Appendix A**); and
- the World Wildlife Federation provided comments on the Province of Ontario's Environmental Plan as posted on the Environmental Registry advocating for review of the liability framework in Ontario.

[http://assets.wwf.ca/downloads/ero\\_roadsalt\\_final\\_signon.pdf](http://assets.wwf.ca/downloads/ero_roadsalt_final_signon.pdf))



These letters highlight the challenges with the liability framework in Ontario and support the discussion contained in this report. Undertaking this review in addition to strengthening training programs for road agencies to reduce winter maintenance chemical application rates without compromising road safety would assist with mitigating risks to municipal drinking water systems.

#### Factors Influencing Winter Maintenance on Parking Lots

As persons responsible for parking lots do not have standards or guidance to follow, the approach to winter maintenance for a particular event is based primarily on their experience which results in inconsistent application rates and/or levels of service for each parking lot. In most cases, building parking lots and sidewalks are maintained by private winter maintenance contractors and the nature of the winter maintenance services is determined by the contract with the property owner. These contracts often contain an unrealistic level of service requirements, e.g. maintain bare pavement at all times, which the contractor addresses through over-application of salt and/or chemical “plowing” which uses excessive amounts of salt to melt all the snow. The contracts often attempt to assign the liability to the contractor, which is very difficult legally, and may have pricing structures that financially incentivize the application of salt on the property.

Much of the private winter maintenance contracting industry is performed by small and medium sized businesses. As a result, and because of the tendering process to compete for clients, they are less likely to invest in best practices/advanced technologies as part of their operation in order to make them profitable. The individual contracting company is also trying to maintain their insurance coverage, have high staff turnover rates which reduces the incentive to invest in staff, and the competition/bid process results in little sharing of management practices within the industry. In addition, as contractors are a for-profit business, they will also attempt to maximize the number of contracts they have which forces them to over apply to meet the contract requirements in recognition that it could be many hours until they are able to service the property again. All of these factors contribute to excess application.

The primary purpose of most buildings and properties is not for winter maintenance but rather for some other manufacturing, service or retail operation. So winter maintenance is seen as a cost of doing business. For most building owners or tenants, the winter maintenance contract is awarded to the lowest cost bid which does not encourage contractors to consider alternate practices as these would require capital investments for new technologies and/or approaches. In addition, even if the owner/operator were interested in reducing application rates, they would be exposed to liability in the event of an injury if they had directed the contractor to apply the salt at a lower rate.

The liability framework and challenges noted above prevent Risk Management Officials from negotiating Risk Management Plans (RMPs) that require reductions in application rates. Some of the ways these barriers present themselves have been observed through the implementation of salt application RMPs in the Region of Waterloo where approximately 1,600 RMPs will need to be negotiated in chloride and/or sodium ICAs in the current approved Source Protection Plan and expanding to over 3,000 existing properties in the October 2019 proposed amended plan. These include the following.

- The approach taken by the Region of Waterloo to negotiate salt application RMPs is to use a collaborative, education approach in order to secure buy-in and achieve a more self-sustainable/self-regulating model of enforcement. This is needed because most persons involved in the negotiation have little to no experience in winter maintenance. This approach necessitates a greater time commitment as part of the negotiation as a level of education is required to raise the general knowledge on the impacts of salting to the point where risk mitigation practices can be implemented effectively.

- Currently, the RMPs for parking lots focus on contractor training and certification, i.e., Smart about Salt program, winter maintenance record keeping, and minimizing ice formation through site assessments. As in many cases these measures do not represent a drastic shift from current practices and because application rates cannot be stipulated in the RMP, only a minor amount of reduction in salt loading is likely to occur from these properties. This is much less than is needed to mitigate the impacts to the Region's wells with chloride impacts. Region of Waterloo staff have assessed the reduction in application rates needed to reduce and or stabilize chloride concentrations based on the amount currently observed in their supply wells. This amount is on the order of a further 10 percent reduction in application on roads above and beyond the 25 percent reduction achieved through advances in technology, and 30 to 50 percent reduction in application rates on parking lots at four of its well systems. This amount does not include the salt already in the groundwater that hasn't made it to the supply wells and will not reach the wells for a further 10 to 20 years.
- Since application rates cannot be specified in the RMP, it is difficult to require changes in operational methods and procedures. Examples of more effective practices may include pre-wetting, liquid application, and/or standardizing application rates. These practices have been adopted by many road agencies and may represent the most effective opportunity to achieve salt reduction targets.

As noted for roads, changes to the liability framework would provide building owners and contractors to consider the impacts to the environment and their assets in addition to liability considerations. However, unlike road agencies that are meeting ECCC's Code of Practice, there is no mechanism to ensure private contractors consider the environment in the determination of winter maintenance chemical application rates. The Smart About Salt Council has created the Smart About Salt program that encourages contractors to take training courses to improve their winter maintenance operations and to become certified demonstrating that they are implementing the program. And while this is helping to educate property owners and contractors, many of the recommended practices in the Smart About Salt program are not implemented by contractors due to the liability issues discussed above.

#### Opportunities for Liability and Training/Certification Program Changes

Several states in the US including Illinois and New Hampshire have changed the liability framework to help address the impacts to water resources due to the over-application of salt and as noted above several organizations are advocating a review of the liability framework in Ontario. Several other US states including Wisconsin have implemented various training, certification and/or education programs to help changes in the winter maintenance approach.

Specifically, the approach taken in New Hampshire is worth noting because the approach includes a combination of liability reform and training/certification. New Hampshire has introduced changes to the liability framework and developed a training/certification program to address the over-application of salt. This approach was required to gain permission to extend a state highway because a nearby lake had elevated chloride and sodium levels due to winter maintenance chemicals. The legislation requires contractors to undertake a one-day training program and become certified. In exchange, road and parking lot contractors would be provided partial protection against slip and fall and/or traffic accidents. This approach provides the liability relief and knowledge needed to change winter maintenance practices to minimize impact to water resources.

## Changes Needed to the Source Water Protection Director's Technical Rules

The current Director's Technical Rules under the *Clean Water Act, 2006* provide significant drinking water threat (SDWT) thresholds based on road density or impervious surfaces. In many parts of the province, the thresholds did not trigger a SDWT for road salt application, despite a number of municipal drinking water wells that have increasing sodium and chloride concentration trends. As such, the original technical approach failed to recognise areas where trends were present that may result in an ICA. This problem was identified by the Region of Waterloo and an alternate approach to assessing the threat of road salt application was prepared and implemented for the Region of Waterloo. These changes were not implemented elsewhere in LESPR.

Similarly, road salt storage thresholds are currently set at 5,000 tonnes outside storage. This volume far exceeds typical storage volumes found at small to medium municipalities or private contractors. As a result, there are no known documented SDWTs for road salt storage outside of an ICA within LESPR. This is despite the fact that there are many municipal and private road salt storage facilities within wellhead protection areas of lesser volumes.

The practical result of these shortcomings in the Technical Rules is that the prescribed threats for road salt application and storage only get flagged as significant drinking water threats (SDWTs) when water quality data for a municipal drinking water system documents an increasing trend in chloride concentrations and the municipality declares the well as having an issue as defined by the Technical Rules. Since ICAs are only identified and delineated when there is a demonstrated water quality concern in a municipal well, this approach to protecting water quality in municipal drinking water systems becomes reactive rather than proactive.

Another concern is that the current Director's Technical Rules and Ontario Regulation 287/07 – General pursuant to the *Clean Water Act, 2006* lists the prescribed drinking water threat as “the application, handling and storage of road salt”. Although road salt is a common term used for winter maintenance chemicals, the term can be misleading. The term road salt is used interchangeably with rock salt. Salt application at parking lots or on walkways can be more of a concern due to over-application than application on roadways. Additionally, road salt commonly refers to sodium chloride; however, there are many alternative products that are also chloride based, for example, calcium chloride or magnesium chloride. Strict interpretation of the wording may lead some readers to consider only salt applied to roads and that is sodium chloride based is a prescribed drinking water threat pursuant to the *Clean Water Act, 2006* and Source Protection Plans. A simple solution could be to rename the prescribed drinking water threats to application, handling and storage of winter maintenance chemicals and then define the term in the regulation.

A complementary change to the above would be to make application of winter maintenance chemicals on roads, parking lots and sidewalks different circumstances in the Table of Circumstances to reflect the different approach to winter maintenance, the legislative and liability framework, and the mitigation measures possible associated with each surface type. This would also help highlight that it is more than just application of winter maintenance chemicals on roads that is affecting drinking water supply sources.

Since 2017, the Province has been considering changes to the Director's Technical Rules to address the shortcomings noted above. Recently, the Province held technical engagement sessions at the end of November 2019 to consult on proposed changes. Details at the time of preparing this report are limited, but we understand that the Province intends to lower the thresholds for the activities and circumstances that result in a significant drinking water threat for the handling and storage of salt and the application of salt. A summary of the proposed changes to road salt storage and application are presented in **Table 1**. Lake Erie Region staff and municipal representatives have participated in the stakeholder engagement sessions and there will be

opportunity for staff to comment on the proposed rule changes directly with Provincial staff and through the more formal Environmental Registry process later on.

**Table 1: Phase II Technical Rules Project: Proposed Amendments to Road Salt Storage and Application**

Topic		Current Approach	Objective of the Amendment	Proposed Amendment	Notes
<b>Prescribed Drinking Water Threats</b>	<b>Road Salt Application</b>	Thresholds for impervious areas that identify significant risks are 80% in WHPAs scored 10 and 8% in IPZs scored 10.	Use an improved scientific approach to better identify areas where the application of road salt and storage of road salt may cause impairments to the quality of drinking water sources.	Thresholds for impervious areas that identify significant risks will be: 30% for WHPAs scored 10; 6% or greater for IPZ scored 10 and; 8% or greater for IPZ scored 9 to 10.	New thresholds were developed based on the analysis conducted in consultation with municipalities and SPAs/SPCs.
	<b>Road Salt Storage</b>	Volumes that identify significant risk are: 500 tonnes for IPZs scored 10; 5000 tonnes for IPZs scored 9 or greater, or WHPAs scored 10 for uncovered storages; covered storage can not be a significant risk.		Using same scores of IPZs and WHPAs, proposed volumes are: (1) Any quantity for uncovered storages; (2) 100 kg or greater for covered storage excluding engineered facilities, (3) 500 tonnes or greater for engineered facility or structure.	Engineered facilities: permanent building anchored to a permanent foundation with an impermeable floor and that is completely roofed and walled.

**Recommended Actions to Address the Over-Application of Winter Maintenance Chemicals Report Recommendations**

To address the above concerns, the following recommendations are provided to the Lake Erie Region Source Protection Committee for consideration:

THAT the Province of Ontario explore ways to reduce the factors that contribute to excess application of winter maintenance chemicals on road ways and parking lots through a review of the liability framework in Ontario.

THAT the Province of Ontario work with municipalities to strengthen training programs for road agencies that apply winter maintenance chemicals on roads and sidewalks to reduce application rates without compromising road safety that would assist with mitigating risks to municipal drinking water systems.

THAT the Province of Ontario require property owners and contractors responsible for maintaining safe parking lots and sidewalks be trained and certified in the application of winter maintenance chemicals.

THAT the Province of Ontario change Prescribed Drinking Water Threats, “the application of road salt” and “the handling and storage of road salt” to “the application of winter maintenance chemicals” and “the handling and storage of winter maintenance chemicals”, and define the term in the regulation.

THAT the Province of Ontario change the Table of Circumstances related to the application of winter maintenance chemicals to differentiate between application on roads, sidewalks and parking lots to reflect the different liability issues and the nature of winter maintenance conducted for each surface type.

AND THAT the Province of Ontario amend the Clean Water Act’s Director’s Technical Rules to enable municipalities to proactively protect their municipal drinking water supplies from the application and storage of winter maintenance chemicals.

**Appendix A:**

Letter from Ontario Good Roads Association and Conservation Ontario to the Ontario Attorney General requesting a review of the liability related to application of winter maintenance chemicals

November 1, 2019  
The Honourable Doug Downey  
Attorney General of Ontario  
McMurtry-Scott Building, 11th Floor  
720 Bay Street  
Toronto, Ontario  
M7A 2S9

Dear Attorney General Downey,

Re: Municipal Liability and Insurance Costs

The excessive use of road salt has been shown to impact our environment including aquatic life and drinking water sources, and also our infrastructure. In Ontario, several drinking water sources are identified under the *Clean Water Act* as being impacted by elevated levels of chloride, a chemical found in road salt.

In 2016, the Ontario Good Roads Association (OGRA) and Conservation Ontario (CO) established a multi-stakeholder 'Salt Vulnerable Areas' working group, that developed a road salt best practices guidance document in 2018 for consideration by municipalities of varying capacities and budgets. In 2019, the OGRA and CO established the 'Ontario Road Salt Management Advisory Committee' in order to further the discussions around the broader policy and legislative framework related to the use of road salt, and to provide recommendations to help find the balance between environmental considerations and road safety.

The following recommendations are provided for the consideration of the Attorney General of Ontario:

**Address excessive liability issues for municipalities**

Ontario municipalities follow a Council approved Level of Service to ensure the safety of the travelling public, and they proactively work with government agencies and others in order to optimize the amount of road salt usage that balances public road safety with environmental concerns. However, excessive liability issues severely impact municipalities (and other road operation authorities) and in many cases may limit their ability to further adjust the application of road salt in order to meet environmental legislation that protects water resources.

Therefore it is recommended that the applicable liability framework be reviewed, such that road operation authorities can continue to ensure road safety while also supporting a further reduction in the amount of road salt applied.

**Establish standards and address excessive liability issues for private contractors**

There are many others that also use road salt besides municipalities, such as private contractors maintaining privately or municipally owned parking lots. The private sector often uses excessive amounts of road salt, in order to avoid liability claims. Training programs such as 'Smart about Salt' are available to the private sector to help them optimize road salt usage, but these programs are not mandatory.

Therefore, it is recommended that standards for road salt application and storage be established for the private sector to help reduce road salt reaching our water bodies. Further, it is recommended that the applicable liability framework be reviewed, such that private contractors can continue to ensure safety during the winter while also supporting a significant reduction in the amount of road salt applied.

In summary, steps to address liability, combined with standards (where they do not exist) for road salt application, can help preserve our precious natural resources.

We thank you for the opportunity to provide comments. Please feel free to contact Chitra Gowda ([cgowda@conservationontario.ca](mailto:cgowda@conservationontario.ca)) at CO or Fahad Shuja ([fahad@ogra.org](mailto:fahad@ogra.org)) at OGRA if you have any questions.

Sincerely,

Joe W. Tierney  
Executive Director  
Ontario Good Roads Association

Kim Gavine  
General Manager  
Conservation Ontario

Sent via email to: [doug.downeyco@pc.ola.org](mailto:doug.downeyco@pc.ola.org); [magpolicy@ontario.ca](mailto:magpolicy@ontario.ca)



## General Membership Meeting #8-19

September 18, 2019

**Member's Present:** David Turton, Deb Shewfelt, Alison Lobb, Ed McGugan, Zoey Onn, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson

**Absent With Regrets:** Roger Watt

**Absent:** Matt Duncan

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Danielle Livingston, Admin and Financial Services Coordinator  
Geoff King, Stewardship Services Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Steve Jackson, Flood and Safety Services Coordinator  
Jason Moir, Park Superintendent  
Donna Clarkson, Co-Supervisor DWSP

### 1. Call to Order

Chair Dave Turton called the meeting to order at 7:00 pm and announced the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #7-19 held on July 17, 2019 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.



**Motion FA #80-19**

**Moved by: Deb Shewfelt**

**Seconded by: Alison Lobb**

**THAT** the minutes from the General Membership meeting #7-19 of July 17, 2019 be approved.

**(carried)**

**4. Presentations**

a) 2019 Services and Projects Update

The Coordinators from Conservation Areas, Flood and Erosion and Watershed Stewardship service areas presented the work plan progress made to date for the Member's information.

**5. Business Requiring Direction and Decision**

a) Letter from Minister Yurek and Meeting with Lisa Thompson, MPP, Huron-Bruce: **Report #43-19**

The Chair and the GM-ST de-briefed the Member's on the recent meetings that MVCA had with MPPs Lisa Thompson and the Minister of the Environment Conservation and Parks, Jeff Yurek.

The Members discussed that it will be important for MVCA to participate in the consultations that are expected to take place throughout the process of finalizing the mandatory and non-mandatory levy services to ensure that the services that rural conservation authorities need are included in the proposed levy regulation.

**Motion FA #81-19**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**That** the <sup>above</sup>MVCA send a letter to Minister Yurek thanking him for meeting with MVCA and listening to the concerns and challenges of rural Conservation Authorities; **And that** the challenges and concerns are recapped in the letter.

**(carried)**

b) Additional Capital Development: Falls Reserve Conservation Area: **Report #44-19**

Report #44-19 was presented and this motion followed.

The Members congratulated staff on the operations of the Falls Reserve Conservation Area (FRCA) over the past 5 years that has resulted in allowing the Falls to develop funding for the infrastructure upgrades at the park. The following motion was made.

**Motion FA #82-19**

**Moved by: Megan Gibson**

**Seconded by: Deb Shewfelt**

**That** MVCA proceed with the proposed electrical upgrades in 2019 as outlined in Report 44-19; **And that** funding for the electrical upgrade be allocated from the FRCA working capital surplus.

**(carried)**

## 6. Reports

### a) Member's Reports

Member Zoey Onn announced that there is a Memorial Grove ceremony at the George Taylor Conservation Area on Saturday September 21<sup>st</sup> at 2:00 pm and that all are welcome to attend.

Zoey provided an update to the Members and announced that the Leo's group have reached their fundraising goal to replace the playground equipment at the Brussels Conservation Area and that is expected to be completed in 2020.

Member Ed McGugan announced that the municipality of Huron-Kinloss discussed at council that the Conservation Authority jurisdiction be changed so that their watershed is under the jurisdiction of the MVCA rather than split between the Saugeen Valley Conservation Authority. Huron-Kinloss will be seeking the approval of the Ministry of Environment, Conservation and Parks for the proposed change.

### b) Chairs Report

There were no further reports from the Chair at this time.

## 7. Consent Agenda:

The following items were circulated to the Member's for their information.

- a) Revenue/Expenditure Report for June, July & August: **Report #45-19**
- b) 2019 Budget-Work Plan Progress Report: **Report #46-19**
- c) Agreements Signed: **Report #47-19**
- d) Carbon Footprint Initiative Meeting Summary: **Report #48-19**
- e) Correspondence for Members Information: (attached)

The following motion was made.

### **Motion FA #83-19**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**THAT** reports #45-19 through #48-19 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

**(carried)**

## 8. In-Camera Session: Legal Matter

All attendees except the Member's, the GM-ST, the Administrative/Financial Services Coordinator and the Flood and Erosion Safety Services were excused from the meeting at this time.

### **Motion FA #84-19**

**Moved by: Megan Gibson**

**Seconded by: Zoey Onn**

**That** the Member's move in camera to review a legal matter.

**(carried)**

The following motion was made at the in camera session.

**Motion FA #85-19**

**Moved by: Megan Gibson**

**Seconded by: Alison Lobb**

**That** the Members resume regular session.

**(carried)**

Attendees that were excused from the closed session were invited back to regular session.

**Motion FA #86-19**

**Moved by: Deb Shewfelt**

**Seconded by: Kevin Freiburger**

**THAT** the Maitland Valley Conservation Authority Members move into a Maitland Source Protection Authority meeting.

**(carried)**

### 9. Review of Meeting Objectives

Chair Turton reviewed the meeting objectives and announced that they have been met.

The next meeting of the membership will take place on October 16, 2019 at 7:00pm at the Administration Centre in Wroxeter.

### 10. Adjournment:

The meeting adjourned at 8:20 pm with this motion.

**Motion FA #87-19**

**Moved by: Megan Gibson**

**Seconded by: Anita van Hittersum**

**THAT** the general membership meeting be adjourned.

**carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative-Financial  
Services Coordinator

## General Membership Meeting #9-19

October 16, 2019

**Member's Present:** David Turton, Roger Watt, Matt Duncan, Alison Lobb, Ed McGugan, Zoey Onn, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson,

**Absent With Regrets:** Deb Shewfelt

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Geoff King, Stewardship Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Chris Van Esbroeck, Stewardship Services Coordinator

### 1. Call to Order

Chair Dave Turton called the meeting to order at 7:00 pm and outlined the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #8-19 held on September 18, 2019 have been circulated for information and approval. The Members agreed with the minutes, with one change to the notes regarding the interest of the Township of Huron Kinloss in having their full municipality under MVCA's area of jurisdiction. Ed McGugan advised that no motion has been passed by council. The following motion was made.



**Motion FA #88-19**

**Moved by: Anita van Hittersum**

**Seconded by: Ed McGugan**

**That** the minutes from the General Membership meeting #8-19 of September 18, 2019 be approved as amended.

**(carried)**

**4. Introduction:** Chris Van Esbroeck; Watershed Services Coordinator

Chris Van Esbroeck, incoming Watershed Stewardship Coordinator position introduced himself to the members.

**5. Business Requiring Direction and Decision**

- a) Letter from the Twp. of Perth East: Re: Galbraith Conservation Area: Report #49-19

The Township of Perth East advised that they are not interested in leasing the Galbraith Conservation Area. Stewart Lockie advised the Members that the Municipality of North Perth is interested in investigating the possibility of leasing the Galbraith Conservation Area from MVCA. The Municipality of North Perth has advised staff that they will let MVCA know if they are interested in developing a lease by the November 20<sup>th</sup> Members Meeting.

- b) Letter from the Maitland Mills Association: Report #50-19

Report #50-19 was presented and the member's discussed that they still agree with motion #68-15 that was passed as follows.

*That the MVCA support the efforts of any community groups that may have an interest in refurbishing, purchasing or leasing the Brussels and/or Gorrie mills by allowing these groups to proceed with funding applications and feasibility studies; **And That** any such groups do so and present proposals by December 31, 2015.*

Discussion continued about the options, the impacts and cost of severance and this motion followed.

**Motion FA #89-19**

**Moved by: Roger Watt**

**Seconded by: Matt Duncan**

**That** staff investigate the options of selling the mill building as outlined in Report #50-19, number 3. and report back to the membership.

**(carried)**

- c) Direction on Draft 2020 Work Plan and Budget: Report #51-19

Report #51-19 was presented and this motion followed for further reporting, review and direction.

**Motion FA #90-19**

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**That** the 2020 draft budget and work plan be developed based upon the 2019-2021 Work Plan and Budget Forecast; **And That** the 2020 draft budget for authority funded projects be presented at the November meeting; **And Further That** the draft 2020 budget and work plan be presented at the December meeting; **And further that** staff develop draft levy schedules based upon an increase of \$58,000 and a second schedule including an additional \$36,000, which represents the provincial funding that was eliminated by the Provincial Government in 2019.

**(carried)**

d) Personnel Committee Report: Report #52-19

Report #52-19 was presented with the amendment that the effective date for change should be January 1<sup>st</sup>, rather than thirty days after approval. This motion followed.

**Motion FA #91-19**

**Moved by: Alison Lobb**

**Seconded by: Cheryl Matheson**

**That** the proposed amendments to the personnel policy be approved as outlined in report #52/19.

**(carried)**

e) Occupational Health and Safety Committee Report: Report #53-19

Report #53-19 was presented and this motion followed.

**Motion FA #92-19**

**Moved by: Roger Watt**

**Seconded by: Matt Duncan**

**That** the membership approve the amendments as outlined in report #53/19

**(carried)**

f) Audit Services for 2020-2022: Report #54-19

Report #54-19 was presented and discussion took place about the content of the audit proposals received, staff and client experience of each firm. This motion followed.

**Motion FA #93-19**

**Moved by: Roger Watt**

**Seconded by: Megan Gibson**

**That** the proposal from Seebach & Company to provide the MVCA's audit services for 2020, 2021 and 2022 be accepted; **And That** staff contact the firms who submitted proposals to inform them of the motion.

**(carried)**

## 6. Reports

### a) Chairs Report

Chair Turton stated that he attended the Conservation Ontario Council meeting on September 30<sup>th</sup> with Phil Beard, General Manager-Secretary-Treasurer. The main focus of the meeting was to discuss key messages that all conservation authorities should include in their upcoming meetings with the Minister of Environment, Conservation and Parks.

Minister Yurek is reaching out to all 36 Conservation Authorities (CA) across Ontario in the coming weeks to consult with individual authorities as part of the process that the province is undertaking to identify what services should be mandatory and which should be non-mandatory. The MVCA chair and GM-ST will be participating in a teleconference with the Minister on October 29<sup>th</sup>.

### b) Member Reports

There were no member reports.

## 7. Consent Agenda

- a) Revenue/Expenditure Report for September: Report #55-19
- b) Conservation Ontario Council Meeting: Report #56-19
- c) Carbon Footprint Initiative Meeting Summary: Report #57-19
- d) Correspondence for Members Information:

The following items were circulated to the Member's for their information and the following motion was made.

### **Motion FA #94-19**

**Moved by: Alison Lobb**

**Seconded by: Matt Duncan**

**THAT** reports #55-19 through #57-19 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

**(carried)**

## 8. Review of Meeting Objectives, Follow-up Actions, Next meeting:

Chair Turton reviewed the meeting objectives and announced that they have been met.

The next meeting of the membership will take place on November 20, 2019 at 7:00pm at the Administration Centre in Wroxeter.



**9. Adjournment**

The meeting adjourned at 8:15 pm with this motion.

**Motion FA #95-19**

**Moved by: Roger Watt**

**Seconded by: Megan Gibson**

**THAT** the general membership meeting be adjourned.

**(carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative/Financial  
Services Coordinator

## General Membership Meeting #10-19

November 20, 2019

**Member's Present:** David Turton, Roger Watt, Matt Duncan, Deb Shewfelt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Geoff King, Stewardship Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood/Erosion Safety Coordinator  
Patrick Huber-Kidby, Environmental Planner-Regs Officer  
Jason Moir, FRCA Park Superintendent

### 1. Call to Order

Chair Dave Turton called the meeting to order at 7:10 pm and announced the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Hearing #1-2019: Bevan Application, Lucknow

**Motion FA #96-19**

**Moved by: Deb Shewfelt**

**Seconded by: Alison Lobb**

**THAT** the membership sits as a hearing board.

**(carried)**

The following motion was passed in session at the hearing meeting #1/19.

**Motion HM #1-19**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**THAT** the hearing board now sits as Members.

**(carried)**



Chair Turton welcomed incoming member Alvin McLellan, representing the Municipality of Huron East in place of Zoey Onn.

#### **4. Minutes**

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #9-19 held on October 16, 2019 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

#### **Motion FA #97-19**

**Moved by: Deb Shewfelt**

**Seconded by: Megan Gibson**

**THAT** the minutes from the General Membership meeting #9-19 of October 16, 2019 be approved.

**(carried)**

#### **5. Presentation from Chair Turton to Geoff King, Watershed Stewardship Services Coordinator**

Fellow members and staff, tonight we are formally recognizing Geoff King who is retiring at the end of December this year but his last day of work will be Friday, December 6th.

Since tonight will be the last Members meeting prior to Geoff's retirement, it is only fitting that the members formally recognize Geoff's contributions to MVCA over the past 35 years.

As the members know, a retirement celebration for Geoff will be held at Cowbell Brewing on Wednesday, December 4th from 3:00pm to 7:00pm. We have invited people who have worked with Geoff over the years to attend along with members of his family. The MVCA members are also welcome to attend. A formal ceremony will be held at 5:00pm.

Geoff has had a variety of roles and responsibilities over his career at MVCA. He started at the Falls Reserve Conservation Area as a patrol officer and operations assistant in May of 1984. Geoff had to ask his supervisor for a week off so he could get married! In 1986 he was hired to work in stewardship services as a resource technician and over the next four years his work expanded into soil and water conservation and forestry. Geoff worked with many other agencies to undertake a wide variety of soil and water conservation projects across the watershed. In the late 1980's there was a lot of interest amongst landowners in conservation and innovative work was undertaken between MVCA and the Huron Soil and Water Conservations District.

In April 1990 Geoff took on the role of superintendent at the Fall Reserve Conservation Area. Geoff did an exemplary job leading the operations of the FRCA for 15 years. He also trained two other future superintendents, Stewart Lockie and the present superintendent, Jason Moir. Geoff was also responsible for Stewardship Services as well as the Falls Reserve. In 2006 Geoff was promoted to be Watershed Stewardship Services Coordinator. Geoff developed MVCA's stewardship services in rural storm water management, soil health and reforestation of marginal lands, river valleys and flood plains. Geoff and the rest of the stewardship team have delivered the Huron and Wellington Clean Water Projects. They have undertaken some of the most innovative and ground breaking conservation projects in the Province, namely the Scott Municipal Drain Rural Storm Water Management Project in North Huron; the Garvey Glen Watershed Restoration Project and the Middle Maitland Headwaters Restoration Project, just to name a few. If you were to take a trip around the watershed with Geoff, you would see many more projects that he has helped landowners and municipalities with over the years.

MVCA's Watershed Stewardship Services would not be where it is without Geoff's leadership and dedication.

Fellow members and staff, at this time we would like to show you a visual presentation of some of the work that Geoff has been involved in over the years. At the end of the visual presentation we will make a presentation to Geoff on behalf of MVCA and then give Geoff the opportunity to say a few words.

Geoff reflected on his years of service at MVCA and the diverse opportunities that he experienced throughout his past 35 years of employment amongst all service areas.

**6. Presentation from Steve Jackson, (FESS) Flood and Erosion Safety Services Coordinator: Imminent and Future Challenges Related to High Lake Levels on Lake Huron and the Increasing Risks for Damages to Shoreline Development from Bluff Collapse, Gully Erosion and Shoreline Erosion-Flooding:**

This overview was presented to inform the member's about the hazardous erosion and bluff risk to residences along Lake Huron. Staff are concerned and expect that as awareness increases amongst the public, so will the workload for the Flood and Erosion Safety Services.

**7. Business Out of the Minutes**

a) Direction on 2020 General Levy: **Report #58-19**

Report #58/19 on General Levy options for 2020 was presented. The Members decided to use Option 2 for the Draft Budget as it includes the amount required to make up for the reduction in Provincial funding in 2019. The following motion was made.

**Motion FA #98-19**

**Moved by: Deb Shewfelt**

**Seconded by: Cheryl Matheson**

**That** option #2 in report #58/19 be used in the proposed levy schedule and included in the draft budget for 2020; **And that** staff provide a comparison of service impacts associated with a \$58,000 levy increase versus a \$92,132 levy increase.

**(carried)**

b) Galbraith Conservation Area: **Report #59-19**

Report #59/19 was presented and this motion followed.

**Motion FA #99-19**

**Moved by: Roger Watt**

**Seconded by: Alison Lobb**

**That** staff work with North Perth municipal staff to provide them with information about Galbraith Conservation Area in order for them to develop a business plan; **And that** the members table further decisions about leasing until further information is received from Municipality of North Perth.

**(carried)**

**8. Business Requiring Direction and Decision**

a) Draft 2020 Authority Funded Projects: Report #60-19

Report #60/19 was presented. The member's agreed that the projects outlined are consistent with MVCA's work plan and priorities therefore should be included in the draft budget. The following motion was made.

**Motion FA #100-19**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**That** the authority funded projects outlined in Report #60/19 be included in the 2020 draft budget and work plan.

**(carried)**

b) Proposed Changes to the Fee Schedule, Per Diems and Mileage: Report #61-19

Report #61/19 was presented. The member's agreed with the proposed changes and the following motion was made.

**Motion FA #101-19**

**Moved by: Deb Shewfelt**

**Seconded by: Alvin McLellan**

**That** the fee changes presented in the master fee schedule of report #61/19 be approved.

**(carried)**

**Motion FA #102-19**

**Moved by: Deb Shewfelt**

**Seconded by: Matt Duncan**

**That** there be no change to member per diems, honorariums or mileage rates in 2020.

**(carried)**

c) Appointment to the Maitland Conservation Foundation: Report #62-19

Report #62/19 was presented. This motion followed.

**Motion FA #103-19**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**That** Matt Duncan be appointed to the Maitland Conservation Foundation Board for the remainder of 2019.

**(carried)**

## 9. Reports

### a) Chairs Report

Chair Turton informed the member's that the telephone conference with Minister Yurek's Office was positive. The next step in the Province's process of reviewing Conservation Authorities mandatory services will be municipal consultations, which are expected to begin in January 2020.

### b) Member's Reports

There were no member reports.

## 10. Consent Agenda

- a) Proposed Office Hours over Christmas and New Year's: **Report #63-19**
- b) Revenue/Expenditure Report October **Report #64-19**
- c) Correspondence: For Directors Information

The following items were circulated to the Member's for their information and the following motion was made.

### **Motion FA #104-19**

**Moved by: Roger Watt**

**Seconded by: Alison Lobb**

**THAT** reports #63-19 through #64-19 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

**(carried)**

## 11. Review of Meeting Objectives, Follow-up Actions, Next meeting:

Chair Turton reviewed the meeting objectives and announced that they have been met.

The next meeting of the membership will take place on December 18, 2019 at 7:00pm at the Administration Centre in Wroxeter.

## 12. Adjournment

The meeting adjourned at 9:09 pm with this motion.

### **Motion FA #105-19**

**Moved by: Megan Gibson**

**Seconded by: Cheryl Matheson**

**THAT** the general membership meeting be adjourned.

**(carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative and Financial Services Coordinator

**Draft Hearing #1-19**

**November 20, 2019**

**Member's Present:**

David Turton, Roger Watt, Matt Duncan, Deb Shewfelt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

**Staff Present:**

Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Geoff King, Stewardship Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood/Erosion Safety Coordinator  
Patrick Huber-Kidby, Environmental Planner-Regs Officer  
Jason Moir, FRCA Park Superintendent

The following motion was passed in session at the membership meeting #10-19.

**Motion FA #96-19**

**Moved by: Deb Shewfelt**

**Seconded by: Alison Lobb**

**THAT** the membership now sits as a hearing board.

**(carried)**



A roll call of the hearing board was taken.

	<u>Present</u>	<u>Absent</u>
David Turton	√	
Roger Watt	√	
Matt Duncan	√	
Deb Shewfelt	√	
Alison Lobb	√	
Ed McGugan	√	
Kevin Freiburger	√	
Anita van Hittersum	√	
Megan Gibson	√	
Cheryl Matheson	√	
Alvin McLellan	√	

**Hearing with respect to Ontario Regulation 164/06 Application for Development: Tom Bevan residence construction within the flood fringe, Lots 6 & 7 on Plan 112, Lucknow Ward, Township of Huron-Kinloss, County of Bruce; fronting Somerville Street in the Village of Lucknow**

Chair Turton began with his remarks;

We are now going to conduct a hearing under Section 28 of *the Conservation Authorities Act* in respect of an application by *Tom Bevan*: for permission to: construct a new residence within the Regulatory Floodplain of the Nine-Mile River, on Lot 6 & 7 of Plan 112, in the Village of Lucknow, in the Township of Huron-Kinloss.

The Authority has adopted regulations under Section 28 of the *Conservation Authorities Act* which requires the permission of the Authority for development within an area regulated by the Authority in order to ensure no adverse affect on (the control of flooding, erosion, dynamic beaches or pollution or conservation of land) or to permit alteration to a shoreline or watercourse or interference with a wetland.

The Staff has reviewed this proposed work and a copy of the staff report has been given to the applicant.

The *Conservation Authorities Act* (Section 28 [12]) provides that:

“Permission required under a regulation made under clause (1) (b) or (c) shall not be refused or granted subject to conditions unless the person requesting permission has been given the opportunity to require a hearing before the Authority or, if the Authority so directs, before the Authority’s executive committee.”

In holding this hearing, the Authority Board/Executive Committee is to determine whether or not a permit is to be issued. In doing so, we can only consider the application in the form that is before us, the staff report, such evidence as may be given and the submission to be made on behalf of the applicant.

The proceedings will be conducted according to the *Statutory Powers Procedure Act*. Under Section 5 of the *Canada Evidence Act*, a witness may refuse to answer any questions on the ground that the answer may tend to criminate the person, or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or



affirmation unless decided by the hearing members.

If the applicant has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chair of the Board

The applicant is seeking an exemption from MVCA's Flood Plain Development Policies in the Village of Lucknow. Exemptions to MVCA's Policies must be approved by the Members.

**Background:**

Current MVCA polices do not allow for new structures to be built in the Flood Fringe of a Two-Zone floodplain where access to that structure may be restricted by flooding; specifically:

*8.4.1 (2) Ingress and egress to new structures will be designed so that vehicular and/or pedestrian access is not prohibited during times of flooding (maximum 1.5 feet of flooding).*

The intent of this policy is to prohibit new development that is inaccessible to emergency services in the event of a flood.

Application has been partially completed for the construction of a residence on Lots 6 & 7 of Plan 112, fronting Somerville Street in the community of Lucknow. The Lot is currently undeveloped. Somerville Street open municipal road with access to the lots. Sections of Somerville Street are inundated by more than 1.5 feet(1/2metre) of flooding during the 1:100 year flood event. Therefore the application does not conform with MVCA's Flood Plain policies for Lucknow.

Mr. Bevan's agent has provided the attached letter from the Fire Chief for the Lucknow & District Fire Department, indicating that the fire department does not foresee any problems accessing this lot during a flooding emergency. The applicant has also provided a letter from Bruce County Paramedic Services, attached; indicating all attempts are made to reach residences as needed, and this can include working with allied agencies such as fire departments.

The application does conform to MVCA's flood proofing policies for development in the Flood Fringe. A complete application for development of the property will include demonstration that the residence itself is to be constructed entirely above the floodplain, or appropriately flood-proofed to the level of the regulatory event.

The Members have the option of either denying the application because it does not conform with the flood plain development policies for the Village of Lucknow or;

The Members may decide to exempt this application from the access component of the flood plain policy based upon the information provided by emergency services stating that they would be able to evacuate the residents during a flood emergency.

Chair Turton called for questions, comments or concerns.

Discussion continued around access to the property in emergency situations before the following motion was made.

**Motion HM #1-19**  
**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

**THAT** the hearing board move in-camera for a property development matter.

**(carried)**

At this time, all attendees left the meeting with the exception of the hearing board members, General Manager Secretary-Treasurer, and the Administrative and Financial Services Coordinator.

This motion was made in-camera.

**Motion HM #2-19**  
**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**THAT** the MVCA grant exemption to Mr. Bevan and permit building as stated in Report #1/19 based upon the information provided by emergency services that states that they will be able to evacuate the residents during a flood emergency.

**(carried)**

**Motion HM #3-19**  
**Moved by: Megan Gibson**

**Seconded by: Anita van Hittersum**

**THAT** the hearing board move out of in-camera and resume regular session.

**(carried)**

Attendees that were excused from the closed session were invited back to regular session.

**Motion HM #4-19**  
**Moved by: Alvin McLellan**

**Seconded by: Roger Watt**

**THAT** the hearing board now sits as Members.

**(carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative and Financial Services Coordinator



**Corporation of the County of Wellington**  
**Accessibility Advisory Committee**  
**Minutes**

**December 5, 2019**

**Aboyne Library**

**Present:** Councillor Mary Lloyd (Chair)  
Councillor Campbell Cork  
Matthew Bulmer  
Nancy Dietrich  
Chris Garvey  
Nancy Oliver-Hawkrigg  
Mark MacKenzie  
Bethany Parkinson  
Gerald Townsend  
Irene Van Eenoo

**Regrets:** Warden Kelly Linton  
Michele Richardson, Assistant Director of HR  
Bob Pearson

**Staff:** Christine Carbone, HR Assistant  
Susan Farrelly, Director of HR  
Brendan Ridgeway, Manager of HR

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**1. Call to Order**

At 1:30 pm, the Chair called the meeting to order.

**2. Declaration of Pecuniary Interest**

There were no declarations of pecuniary interest.

**3. New Committee Member**

We welcomed two new members to the Committee. Gerald Townsend has joined us representing Mapleton Township and Brendan Ridgeway, County of Wellington Manager of HR, as a new staff member.

4. **Audible Crossing Technology**

Councillor Cork brought forward that Key2Access was accepted as information by Wellington North Council but it was not committed to as of yet. His concern was that Key2Access has not been universally adopted by all Municipalities.

It was explained that Key2Access is endorsed by the Canadian National Institute for the Blind (CNIB). It is being promoted nationally because it has universal access for all, as well as having access to technology. The fob and the app that are being used by those choosing to use the technology, are compatible with all Municipalities that have this system in place.

It was suggested that Key2Access should be presented to Wellington North Council to get a better understanding of the programme. Councillor Cork was going to suggest that Triton Engineering compare the Polara system report with Key2Access capability.

Contact information to reach Sophie Aladas about this project is:

Sophie Aladas  
Chief Executive Officer  
sophie.aladas@key2access.com  
(514) 998-7315

**KEY2ACCESS** Inc.

5. **Wellington County Accessibility Fund Incentive Programme**

Discussion was had with regard to Member Municipalities being able to apply for up to three years' worth of funding for accessible retrofits. It was not clear as to whether Member Municipalities could use the full three years' worth of funding at the beginning of the three year period, or if they had to wait until the end of the three year period. There was also a question as to whether there would still be funds available to other Member Municipalities if a full three years' allotment was provided to the Member Municipalities.

6. **Facility Accessibility Design Manual (FADM)**

Carry forward to February 2020 meeting.

7. **Compliance Report/Multi Year Accessibility Plan Status Update**

The 2019 Multi Year Status Update is to be sent to the Committee and the Member Municipalities along with a copy of the 2019 Compliance Report.

Councillor Lloyd requested that copies of the Member Municipalities Compliance Reports be sent to the Committee.

8. **Town of Erin, Town Hall Elevator installation**

Carry forward to February 2020 meeting.

**9. StopGap**

It was requested that County staff find out if there is a Community Improvement Plan in each Member Municipality and if there is, find out if StopGap is one of the improvements identified.

**10. RIDE WELL Service**

Matthew Bulmer provided an overview of his experience using the RIDE WELL Service. There were three options for him to schedule a ride but none of them worked. The website was not accessible. His accessibility concerns were brought to James Vaclavek, Economic Development Officer. He is working on addressing the accessibility issues. It was recommended that in the future the Accessibility Advisory Committee be consulted on this type of programme so that accessibility issues can be tested prior to the launch date.

Councillor Lloyd is to speak with Crystal Ellis to see if Andrea Ravensdale can do a soft re-launch of this programme so people know that it is improved.

**11. Minutes**

Mark MacKenzie brought forward that the Minutes are not making it into all of the Member Municipality Council packages. Going forward, when Minutes are sent to the working group after each Accessibility Advisory Committee Meeting, it will continue to be requested that the Minutes be put into the Council packages.

**12. Accessible Subpeonas**

Accessible Subpeonas were discussed and the Committee was reminded that this needs to be worked through the local police detachment, rather than the Accessibility Advisory Committee.

**13. Adjournment**

At 2:30 pm, the Chair adjourned the meeting. Next meeting to be held on February 6, 2020 at 1:30 pm at the Aboyne Library at the call of the Chair.

Scheduled AAC meeting dates for 2020:

Location: Aboyne Library at 1:30pm

Thursday, February 6

Thursday, May 7

Thursday, September 3

Thursday, December 3

# County of Wellington

## Multi-year Accessibility Plan

### Status Update



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## **Objective**

In 2012, we released our multi-year accessibility plan, in accordance with the Accessibility for Ontarians with Disabilities Act (AODA). The plan outlined our strategy to prevent and remove barriers to accessibility, which included how we will meet phased-in requirements under the AODA. This status update includes the accessibility initiatives that were done this year to implement the strategy outlined in our multi-year accessibility plan. It also highlights our commitment for integrating accessibility into our policies and procedures moving forward.

### **Background**

The AODA is the first law of its kind in Canada. Under the AODA, the Province of Ontario is developing, implementing and enforcing accessibility standards. The goal of the act and the standards is to make the province accessible for all people with disabilities by 2025.

### **Our Commitment to Accessibility**

The County of Wellington tries to make sure its programmes, services and facilities are barrier-free, and continues to support the goal of an accessible Province by 2025 by implementing the AODA. The County will meet or exceed the regulations made under the AODA by making sure equal opportunity is given to people with disabilities and that goods and services are provided in a way that respects the dignity and independence of people with disabilities.

### **2019 Accessibility Initiatives**

We are pleased to report that in the past year the County complied with all of the commitments outlined in our multi-year accessibility plan. This update outlines how we responded to our commitments.

### **General Requirements and the Integrated Accessibility Standards Regulation**

In 2016, the Province combined the Customer Service Standard, Information and Communications Standard, Employment Standard and Transportation Standard into one regulation, the Integrated Accessibility Standards Regulation (IASR). The General Requirements are regulatory requirements that apply across all standards in this regulation. The County is committed to developing, implementing and maintaining policies governing how we achieve or will achieve accessibility through meeting our requirements under the accessibility standards referred to in this Regulation.

### **What we have done:**

- Posted status update and shared the County's Multi-year Accessibility Plan in consultation with our Accessibility Advisory Committee (AAC) for review and posted a status update of the plan.
- Continue to incorporate accessibility features into our procurement or acquisition of goods, services and facilities wherever practicable.

- Continue to train all staff, volunteers and third parties on the IASR and on the Ontario Human Rights Code as it pertains to people with disabilities.
- Updated the Accessibility Policy to better meet all the requirements under the Integrated Accessibility Standards Regulation.
- Implemented the Accessibility Recognition Programme, which was developed by the County of Wellington's Accessibility Advisory Committee. The purpose of the programme is to recognize businesses, organizations and/or people from within the County of Wellington that exceed legislated accessibility requirements.

### **Accessible Customer Service**

The County is committed to making sure all members of the public receive a fair customer service experience that meets their needs.

#### **What we have done:**

- Continued to provide training to all new staff and volunteers.
- Continued to review customer feedback and take appropriate action.
- Continued to comply with the requirements of the Customer Service Standard, including implementing the Accessibility policy and training staff on an ongoing basis.

### **Information and Communications**

The County is committed to making sure that universal design principles and best practices are considered when developing, implementing and maintaining information and communications strategies and products.

#### **What we have done:**

- Continued to make sure that the County website and print communications are created in a way that considers accessibility.
- Our new refreshed website offers more accessibility features including an accessibility checker for web content authors and an online fillable form application.
- Opportunities for staff training is regularly available.
- Preparation of a refreshed training experience for all staff in 2020, including creating accessible documents in Word and PDF formats.
- Continued to provide accessible formats and communication supports, upon request.
- Continued to make sure processes for receiving and responding to feedback are accessible.
- Updated our Accessibility Logo that is placed on all of our published material based on feedback received from our Accessibility Advisory Committee.
- Purchased Siteimprove in 2018. Siteimprove is a web based application that assists in locating and fixing accessibility issues and provides quality assurance on our corporate website. Siteimprove uses Web Content Accessibility Guidelines (WCAG 2) as its guide.

- Updated the library online catalogue with BiblioCommons which is an accessible and AODA compliant application.

## **Employment**

The County is committed to making sure the process of finding, obtaining and keeping a job is as inclusive as possible in order to build an effective workforce.

### **What we have done:**

- Reviewed policies to take into account accessibility needs of employees with disabilities and individual accommodation plans during the performance management process, when providing career development and advancement or when re-deploying an employee.
- Provided County-wide training on Mental Health Awareness.
- Continued to inform applicants and employees of our accessible hiring practices and policies.
- Continued to support employees who were absent from work because of a disability, through our return to work process.
- Continued to provide individualized workplace emergency response information to employees who require one because of a disability.

## **Transportation**

The majority of the Transportation standard does not apply to the County of Wellington, with the exception of taxi services.

### **What we have done:**

- Continue to encourage taxicab companies to provide on demand accessible taxi service within Wellington County.

## **Design of Public Spaces**

The County is committed to removing barriers in public buildings and spaces by making sure that new construction and major changes to existing features incorporate universal design.

### **What we have done:**

- The FADM was reviewed in 2017 and we are in the process of implementing the suggested changes.
- Continued to make sure that all new construction and major changes to existing features meet the requirements of the Design of Public Spaces standard by meeting the requirements in the Facility Accessibility Design Manual (FADM).
- The FADM incorporates universal design into the planning process and was adopted by the County as a design standard for newly constructed and retrofitted buildings. Since the FADM was adopted, the Design of Public Spaces Standard became law and amendments were made to the Ontario Building Code. We are in the process of reviewing our FADM to make sure it meets or exceeds the

requirements in the Design of Public Spaces Standard and the Ontario Building Code.

### **Accessible Building Improvements**

Since 2005, accessibility has been increased in the following buildings:

- Social Services Building (138 Wyndham St., Guelph)
- Palmerston Housing – Elevator installation
- Clifford Library and Medical Centre
- Drayton Library
- Mount Forest Library
- Mount Forest Child Care Centre
- Hadati Road Housing – Elevator Installation
- Waterloo Ave Housing – Elevator Installation
- Gordon Street Housing Fergus
- Wellington County Archives
- Elora Library
- Museum Trail Improvements
- Puslinch Library
- Aboyne OPP Station
- Rockwood OPP Station
- Harriston Library
- Social Services Building (321 St. Andrew's St. West, Fergus)
- County Administration Building and Courts
- Fergus Library
- Palmerston Library
- Teviotdale OPP- sidewalk
- Two audible pedestrian signals installed (in Mount Forest and Arthur)
- Palmerston Arena (accessible doors and entrances)
- Guelph Housing (263 Speedsville Ave.) – Combined two buildings into one providing an elevator and a storage/charging room for mobility devices to make the building more accessible for residents and visitors
- Guelph Housing (263 Speedsville Ave.) – Created two fully accessible units for residents
- Arthur Housing – Barrier free entrance renovations
- Elora Housing – Elevator Installation
- Erin Housing – Elevator Installation
- Fergus Housing – Elevator Installation
- Harriston Housing (56 Mill St.) – Front entrance renovations to make barrier free
- Harriston Housing (51 John St.) – Front entrance renovations to make barrier free and elevator installation
- Mount Forest Housing – Elevator Installation
- Aboyne Library
- Museum and Archives – Renovated washrooms to meet accessible requirements

- Social Services Building (129 Wyndham) – Renovated Lobby to meet accessible requirements
- Webster Place Housing (169 Gordon Street Fergus)
- Palmerston Affordable Housing
- Hillsburgh Library
- Palmerston Library

**2019 accessible improvements:**

- Drayton garage
- Children’s Early Years (133 Wyndham Street)
- Wellington Place Child Care Centre

**Started accessible improvements in 2019:**

- Mount Forest Housing Fourplex

**Accessibility Fund**

The County also provided \$10,000 through the Accessibility Fund to each of the following member municipalities:

- Township of Centre Wellington
- Township of Mapleton
- Town of Minto
- Township of Puslinch
- Township of Wellington North
- Guelph Eramosa Township

**Next Steps**

The County of Wellington will continue to identify, prevent and remove barriers where we find them. We will also consult with people with disabilities as we engage in the ongoing process of reviewing and refining our policies and practices to better serve our community. We continue to have one employee in every department and/or division, as well as employees who are responsible for uploading online material, trained on accessible documents. Next year, we will report on the actions taken during 2020 to meet the commitments in our multi-year accessibility plan and address AODA requirements.

**More Information**

The County of Wellington is committed to making sure accessibility is a reality throughout all facilities and business operations. There is still so much to accomplish, and as we progress, we would like to hear from you. Do you have any feedback or ideas on what has been accomplished so far or could be added?

**Please contact us with your questions, alternate formats available upon request.**

Contact Information:

**Phone**

519.837-2600 x2650

**Mail**

Christine Carbone  
Human Resources Assistant  
County of Wellington Administration Centre  
74 Woolwich Street  
Guelph ON N1H 3T9

**Email**

[christinec@wellington.ca](mailto:christinec@wellington.ca)



## Completing your accessibility compliance report

You must complete the mandatory fields on each page before you can move to the next page. Mandatory fields are marked with an asterisk (\*).

To start, save the form on your computer. Be sure to open the form with Adobe Reader 10 or higher. You can save the form at any point in the process and return to it later. You may distribute the form within your organization for input before submitting.

### You need the following to file your accessibility compliance report:

- organization legal name
- 9-digit business number (BN9). This is the number that Canada Revenue Agency uses to identify your organization. You can find it on your federal or provincial tax return. If your organization does not have a business number (BN9), contact us to receive an AODA identifier to be used in place of a business number (BN9).
- organization category (OPS/OLA, Designated Public Sector, Business/Non-profit)
  - if you are a business or a non-profit, your Organization category is Business/Non-profit
  - if you are a municipality, or a hospital, college, university, school board, public transportation provider (under [Schedule 1 of Ontario Regulation 191/11](#)), or an agency, board or commission (under [Column 1 of Table 1 of Ontario Regulation 146/10](#)), your Organization category is Designated Public Sector

**Note:** If you select the wrong organization category, you may see questions that do not apply to you. You will need to correct the category and enter your data again to successfully submit your report.

- number of employees in your organization in Ontario
- name and contact information of your certifier (a director or senior officer with legal authority to say that the report is complete and accurate)

### File for up to 20 organizations at once

You can use one form to file a report for up to 20 organizations. To do so, you need each organization's:

- legal name
- business number (BN9) or AODA identifier
- number of employees in Ontario
- address

Each organization must have the same:

- organization category
- number of employees range (e.g. 20-49, 50+)
- certifier
- answers to all of the accessibility compliance questions

If not, you will need to complete a separate form for each organization.

**Note:** Users of assistive technology should pull up a list of buttons to get a list of the links on the form.

## Begin your report

Follow these steps to complete your form:

### 1. Download and save the form

- Download and save the form on your computer
- Open the form with Adobe Reader 10 or higher

### 2. Enter your organization's information

- Enter your organization's information then select **Next**

### 3. Understand your requirements

- If you need information about the requirements, select the website link in **section B: Understand your accessibility requirements**. This will bring you to our website where you can see your past, current and future requirements.

### 4. Answer the questions

- The questions on the form are based on the requirements that apply to your:
  - organization category
  - number of employees range
- Select **Yes** (if you are in compliance) or **No** (if you are not in compliance) for each question. You may add comments in the comment box below each question.
- Each report question has links to:
  - the regulation section that is related to that question
  - helpful resources to help you understand and comply with the requirements
- Once you have answered all of the questions, select **Save form** at the bottom of the page before selecting **Next**
- Review the accessibility compliance report summary.

### 5. Certify and submit your report

- Complete the Certifier Information section
- The certifier must:
  - make sure all information on the form is complete and accurate
  - check all three boxes to show they have authority to certify your organization
  - enter the certification date or select it from the drop down calendar
- Enter your organization's primary contact. This is the person to be contacted if more information is needed. This person may be the certifier or a different person.
- You may save the form at any time by selecting the **Save form** button. When you are ready to submit your report, select the **Save and Submit button**. You will be prompted to save the form on your computer first and then it will be submitted.
- Wait for a confirmation prompt with a confirmation number that either confirms submission or indicates any problems.
- Once the report is received, an email will be sent to the Certifier and the Primary Contact. This email will include:
  - a confirmation number
  - an accessible PDF copy of your report

**If you have not received a confirmation number** upon successfully submitting the form or have any questions please contact the AODA Contact Centre (ServiceOntario) at:

Toll free phone: 1-866-515-2025

TTY Toll free: 1-800-268-7095

Phone: 416-849-8276

TTY: 416-325-3408

Email: [accessibility@ontario.ca](mailto:accessibility@ontario.ca)

## Accessible alternate formats

If you need the accessibility compliance report in an accessible format, please email [accessibility@ontario.ca](mailto:accessibility@ontario.ca).



**Instructions**

All information you provide is subject to the *Freedom of Information and Protection of Privacy Act*.

Fields marked with an asterisk (\*) are mandatory.

**A. Organization information**

Organization category * Designated Public Sector	Number of employees range * 50+ employees	Reporting year 2019
---	--	------------------------

**Business details**

Organization legal name * Corporation of the County of Wellington	Number of employees in Ontario * <a href="#">Help</a> 900
--	--

Business number (BN9) \* [Help](#)  Check this box if you have received an AODA identifier from the Ministry for Seniors and Accessibility  
106975485

Check if operating/business name is same as legal name

Organization operating/business name County of Wellington	Language preference for communications * English
--	---

Sector that best describes your organization's principal business activity \* [Help](#)  
91

Subsector (if possible) 913	Industry group (if possible) 9139
--------------------------------	--------------------------------------

**Mailing address**

Address where letters can be sent to the person responsible for coordinating the organization's AODA compliance activities.

Country \*  Canada  USA  International

Type of address \*  Street address  Street address served by route  Other

Unit number	Street number * 74	Street name * Woolwich
-------------	-----------------------	---------------------------

Street type Terrace	Street direction	City * Guelph	Province * ON (Ontario)
------------------------	------------------	------------------	----------------------------

Postal code \*  
N1H 3T9

**Business address**

(Address at which letters can be sent to the company director/officer accountable for the organization's compliance with the AODA.)

Check if business address is same as mailing address

Country \*  Canada  USA  International

Type of address \*  Street address  Street address served by route  Other

Unit number	Street number * 74	Street name * Woolwich
-------------	-----------------------	---------------------------

Street type Terrace	Street direction	City * Guelph	Province * ON (Ontario)
------------------------	------------------	------------------	----------------------------

Postal code \*  
N1H 3T9

Organization category Designated Public Sector | Number of employees range 50+  
 Filing organization legal name Corporation of the County of Wellington  
 Filing organization business number (BN9) 106975485

Fields marked with an asterisk (\*) are mandatory.

**B. Understand your accessibility requirements**

Before you begin your report, you can learn about your accessibility requirements at [ontario.ca/accessibility](http://ontario.ca/accessibility)

Additional accessibility requirements apply if you are:

- [a library board](#)
- [a producer of education material \(e.g. textbooks\)](#)
- [an education institution \(e.g. school board, college, university or school\)](#)
- [a municipality](#)

**C. Accessibility compliance report questions**

**Instructions**

Please answer each of the following compliance questions. Use the Comments box if you wish to comment on any response.

If you need help with a specific question, click the help links which will open in a new browser window. Use the link on the left to view the relevant AODA regulations and the link on the right to view relevant accessibility information resources.

**Foundation requirements**

1. Does your organization have written accessibility policies and a statement of commitment? \*  Yes  No

[Read O. Reg. 191/11 s. 3: Establishment of accessibility policies](#) [Learn more about your requirements for question 1](#)

Comments for question 1

---

2. Has your organization established, implemented and maintained a multi-year accessibility plan and posted it on your organization's website? \*  Yes  No

[Read O. Reg. 191/11 s. 4: Accessibility plans](#) [Learn more about your requirements for question 2](#)

Comments for question 2

---

3. Has your organization completed a review of its progress implementing the strategy outlined in its accessibility plan and documented the results in an annual status report posted on the organization's website? \*  Yes  No

[Read O. Reg. 191/11 s. 4\(1\), 4\(3\): Accessibility plans](#) [Learn more about your requirements for question 3](#)

Comments for question 3

---

4. Did your organization consult with people with disabilities when establishing, reviewing and updating its multi-year accessibility plan? \*  Yes  No

[Read O. Reg. 191/11 s. 4\(2\): Accessibility plans](#) [Learn more about your requirements for question 4](#)

Comments for question 4

5. Does your organization provide the appropriate training on the Integrated Accessibility Standards Regulation and the Human Rights Code as it pertains to persons with disabilities? \*  Yes  No

[Read O. Reg. 191/11 s. 7: Training](#)

[Learn more about your requirements for question 5](#)

Comments for question 5

6. Has your organization established and documented a process to receive and respond to feedback on how its goods or services are provided to persons with disabilities, including actions that your organization will take when a complaint is received? \*  Yes  No

[Read O. Reg. 191/11 s. 80.50: Feedback process required](#)

[Learn more about your requirements for question 6](#)

Comments for question 6

7. Does your organization ensure that its feedback processes are accessible to persons with disabilities by providing or arranging accessible formats or communication supports, upon request, and do you notify the public of this accessible feedback policy? \*  Yes  No

[Read O. Reg. 191/11 s. 11: Feedback](#)

[Learn more about your requirements for question 7](#)

Comments for question 7

### Information and communications

8. Does your organization have a process to provide accessible formats and communication supports for persons with disabilities in a timely manner and at no more than the cost for other persons who ask for the same information, and do you notify the public of this accessible information policy? \*  Yes  No

[Read O. Reg. 191/11 s. 12: Accessible formats and communications supports](#)

[Learn more about your requirements for question 8](#)

Comments for question 8

### Employment

9. Does your organization notify its employees and the public about the availability of accommodations in its recruitment process? \*  Yes  No

[Read O. Reg. 191/11 s. 22-24: Recruitment](#)

[Learn more about your requirements for question 9](#)

Comments for question 9

10. Does your organization notify successful applicants of its policies for accommodating employees with disabilities during offers of employment? \*  Yes  No

[Read O. Reg. 191/11 s. 24: Notice to successful applicants](#)

[Learn more about your requirements for question 10](#)

Comments for question 10

11. Does your organization develop and have in place a written process for the development of documented individual accommodation plans for employees with disabilities? \*  Yes  No

[Read O. Reg. 191/11 s. 28: Documented individual accommodation plans](#)

[Learn more about your requirements for question 11](#)

Comments for question 11

## Transportation

12. Does your organization provide transportation services? \*  
(If Yes, you will be required to answer an additional question.)

Yes  No

[Read O. Reg. 191/11 Part IV: Transportation standards](#)

[Learn more about your requirements for question 12](#)

- 12.a. Does your organization conduct employee and volunteer accessibility training on the safe use of accessibility equipment and features of your transportation vehicles? \*

Yes  No

[Read O. Reg. 191/11 s. 36: Accessibility training](#)

[Learn more about your requirements for question 12.a](#)

Comments for  
question 12.a

---

## Design of public spaces

13. Since your organization last reported on its accessibility compliance, has your organization constructed new or redeveloped existing off-street parking facilities that it intends to maintain? \*  
(If Yes, you will be required to answer an additional question.)

Yes  No

[Read O. Reg. 101/11 Part IV.1: Design of public spaces standards](#)

[Learn more about your requirements for question 13](#)

- 13.a. When constructing new or redeveloping off-street parking facilities that your organization intends to maintain, does it ensure that the off-street parking facilities meet the accessibility requirements as outlined in sections 80.32 – 80.37 of the IASR? \*

Yes  No

[Read O. Reg. 80.32-37: Accessible parking](#)

[Learn more about your requirements for question 13.a](#)

Comments for  
question 13.a

- 
14. Since your organization last reported on accessibility compliance, has your organization constructed new or redeveloped existing outdoor public spaces that it intends to maintain? \*  
(If Yes, you will be required to answer additional questions.)

Yes  No

[Read O. Reg. 191/11 Part IV.1: Design of public spaces standards](#)

[Learn more about your requirements for question 14](#)

- 14.a. When constructing new or redeveloping existing outdoor play spaces, did your organization consult with the public and persons with disabilities on the needs of children and caregivers, and if you represent a municipality did your organization consult with the municipal advisory committee where one was established as outlined in s. 80.19 of the Integrated Accessibility Standards Regulation? \*

Yes  No

[Read O. Reg. 191/11 s. 80.19: Outdoor play spaces](#)

[Learn more about your requirements for question 14.a](#)

Comments for  
question 14.a

- 14.b. Does your organization's multi-year accessibility plan include procedures for preventative and emergency maintenance of the accessible elements in public spaces, and for dealing with temporary disruptions when accessible elements required under the Integrated Accessibility Standards Regulations Part IV are not in working order? \*

Yes  No

[Read O. Reg. 191/11 s. 80.44: Maintenance of accessible elements](#)

[Learn more about your requirements for question 14.b](#)

Comments for  
question 14.b

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## Customer service

15. In your policies, practices and procedures, does your organization permit persons with disabilities to keep their service animals with them on the parts of your premises that are open to the public or other third parties, except where the animal is excluded by law? If excluded by law, does your organization have alternate ways for people with service animals to access and use your goods, services or facilities?

Yes  No

[Read O. Reg. 191/11 s. 80.47\(1-3\): Use of service animals and support persons](#)

[Learn more about your requirements for question 15](#)

Comments for  
question 15

## General requirements

16. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **information and communications standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part II: Information and communications standards](#)

[Learn more about your requirements for question 16](#)

Comments for question 16

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17. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **employment standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part III: Employment standards](#)

[Learn more about your requirements for question 17](#)

Comments for question 17

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18. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **transportation standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part IV: Transportation standards](#)

[Learn more about your requirements for question 18](#)

Comments for question 18

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19. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **design of public spaces standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 101/11 Part IV.1: Design of Public Spaces standards](#)

[Learn more about your requirements for question 19](#)

Comments for question 19

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20. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **customer service standards** under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part IV.2: Customer service standards](#)

[Learn more about your requirements for question 20](#)

Comments for question 20

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21. Other than the requirements cited in the above questions, is your organization complying with all general requirements in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part I: General requirements](#)

[Learn more about your requirements for question 21](#)

Comments for question 21

---

Organization category	Designated Public Sector	Number of employees range	50+
Filing organization legal name	Corporation of the County of Wellington		
Filing organization business number (BN9)	106975485		

Fields marked with an asterisk (\*) are mandatory.

#### D. Accessibility compliance report summary

Your responses to the questions on your accessibility report indicate that your organization is in compliance with AODA standards.

Your organization may be audited to verify compliance.

#### E. Accessibility compliance report certification

Section 15 of the *Accessibility for Ontarians with Disabilities Act, 2005* requires that accessibility reports include a statement certifying that all the required information has been provided and is accurate, signed by a person with authority to bind the organization(s).

**Note:** It is an offence under the Act to provide false or misleading information in an accessibility report filed under the AODA.

The certifier may designate a primary contact for the Ministry for Seniors and Accessibility to contact the organization(s); otherwise the certifier will be the main contact.

**Certifier:** Someone who can legally bind the organization(s).

**Primary Contact:** The person who will be the main contact for accessibility issues.

#### Acknowledgement

- I certify that I have the authority to bind all organizations specified in Section A of this form, \*
- I certify that all the required information has been included in this report, and, \*
- I certify that the information in this report is accurate. \*

Certification date (yyyy-mm-dd) \* 2019-12-20

#### Certifier information

Last name *		First name *	
Farrelly		Susan	
Position title *	Business phone number *	Extension	<input type="checkbox"/> Check here if TTY
Director	519 837-2600	2090	
Email *	Alternate phone number	Extension	Fax number
susanf@wellington.ca			519 837-8882

#### Primary contact for the organization(s)

Check if the primary contact is same as the certifier

Last name *		First name *	
Carbone		Christine	
Position title *	Business phone number *	Extension	<input type="checkbox"/> Check here if TTY
Other	519 837-2600	2650	
Email *	Alternate phone number	Extension	Fax number
christinec@wellington.ca			519 837-8882

# 2019 Year-End Assessment Report

for the 2020 tax year

As of December 2019



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION  
183 of 197

# Valuing Ontario

In Ontario, there are more than 5 million properties representing \$2.96 trillion in property value. It's MPAC's role to assess and classify every property, supporting the collection of nearly \$21 billion in municipal taxes annually.

This report provides an overview of the work we undertook throughout 2019 to support municipalities and stakeholders, meet service level standards, and deliver an updated and stable assessment roll.

## 2019 by the numbers\*

**5.36 million**  
properties assessed  
and classified in Ontario

Representing  
**\$2.96 trillion**  
in property value



Delivered more than  
**800,000**  
Property  
Assessment Notices



Supported the collection  
of nearly **\$21 billion** in  
municipal taxes annually

Delivered more than  
**\$37 billion**  
in new assessment

to municipalities across the  
province. **More than 85%** of  
new assessment was processed  
**within one year** of occupancy.



Completed just  
over **15,000**  
**Requests for  
Reconsideration**



Completed  
**25,927**  
appeals

Our **Municipal  
and Stakeholder  
Relations team**  
participated in **18  
municipal sector  
conferences**  
across Ontario

Met  
**91%**  
of our Municipal  
Service Level  
Agreement  
objectives



\*As of October 31, 2019



# Building and strengthening municipal partnerships

**In** early 2019, we made a strategic change so that we could serve you better. Under the leadership of Carmelo Lipsi, Vice-President and Chief Operating Officer, our municipal relationship experts joined the same business unit as our assessors. This integration has strengthened our collective knowledge and understanding of your communities, how we can support you, and enabled us to be more efficient in our customer service.

We welcomed many new municipal elected officials after the October 2018 elections and, in 2019, we have enjoyed orienting these new leaders about who we are, what we do and how we can support municipalities. We continue to do this through Council presentations, meetings with local municipal partners and informational materials.

We are committed to keeping these conversations with you going, especially as we prepare to deliver the 2020 Assessment Update.



## Partnerships in action

We're proud of the municipal partnerships we've developed and are working hard to demonstrate our value to you, to listen to you and to continuously improve. These stories from the field highlight some of the ways we're doing just that.

### Supporting the City of Ottawa through spring flooding

MPAC continues to review properties during non-Assessment Update years, and will update an assessment if a change occurs. But what happens if these changes are due to damage from natural disasters like flooding, tornados or other extreme weather events? In this case, property owners of buildings damaged to the point of being unusable might contact their municipality asking about a property tax reduction or refund.

When these unfortunate situations happen, municipalities can rely on MPAC to provide the information they need to make informed decisions about tax applications and process the applications quickly.

"Many properties along the Ottawa River experienced flooding this spring, creating uncertainty and stress for many of our residents," says Mischele Joanis, Program Manager, Customer Accounts Branch, City of Ottawa. "We were again impressed with MPAC's highly collaborative approach to managing the situation. Together, we were able to find solutions so that property owners got the information they needed faster."

### Delivering exceptional customer service to Tarbutt Township

Whether presenting at a Council meeting, looking into a property owner's concern, or sharing information with municipal partners at industry conferences, MPAC's knowledgeable and professional employees are committed to delivering exceptional customer service.

"In a time where customer service seems to be lacking, I think MPAC has achieved a high customer service standard," explains Caryn Orchard, Deputy Clerk-Treasurer, Tarbutt Township. "From the dealings that I have had with your employees, they have been nothing short of kind, helpful and knowledgeable. I feel that going forward with MPAC and the culture that it is trying to represent, you have some excellent staff to get you there."



## Partnering with the Town of Lakeshore to find solutions

When there are bumps in the road, your local Municipal and Stakeholder Relations team is ready to help by bringing together the right people and resources to find a solution.

A web service submission feature recently had a system error that was causing building permits submitted by the Town of Lakeshore to be rejected. The local Account Manager quickly arranged a meeting with Lakeshore's IT, finance and building department staff, the municipal vendor, and MPAC's IT and Central Processing Facility experts.

"As soon as we brought the issue forward, our Account Manager proactively reached out to all the relevant parties and organized a series of meetings where we isolated the cause and fixed the problem," says Michelle Heslop, Supervisor of Revenue, Town of Lakeshore. "It's that kind of proactive customer service that makes MPAC a valued partner."



"This year marks our 20th anniversary as Ontario's property assessment agency. As a customer-focused organization, we're committed to continually innovating to keep your trust."

**Nicole McNeill, President and CAO**  
2019 AMO Conference, Ottawa



# What's next?

**W**ith delivery of the 2019 assessment roll on December 10, 2019, we are shifting focus to the province-wide Assessment Update in 2020, when we update the assessed value of every property in Ontario. We understand how important early engagement is to you so you can understand the assessments in your community, and we know that you want to be part of the conversation.

You'll hear more about opportunities for engagement in early 2020. We look forward to your insights and feedback as we work toward this next milestone together. Your local [Municipal and Stakeholder Relations](#) team is available to support you with any of our products or services. Please contact your Regional Manager or Account Manager, if you have any questions about this report.

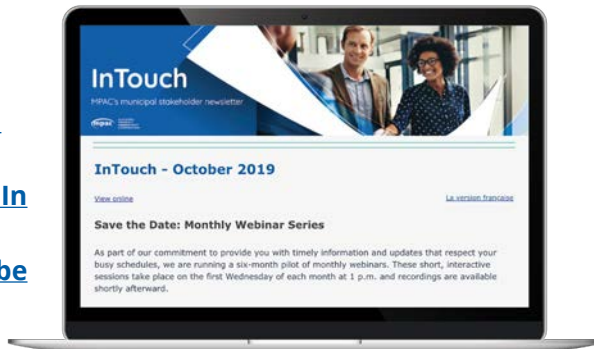
## Connect with us For information and timely updates

Follow Us:

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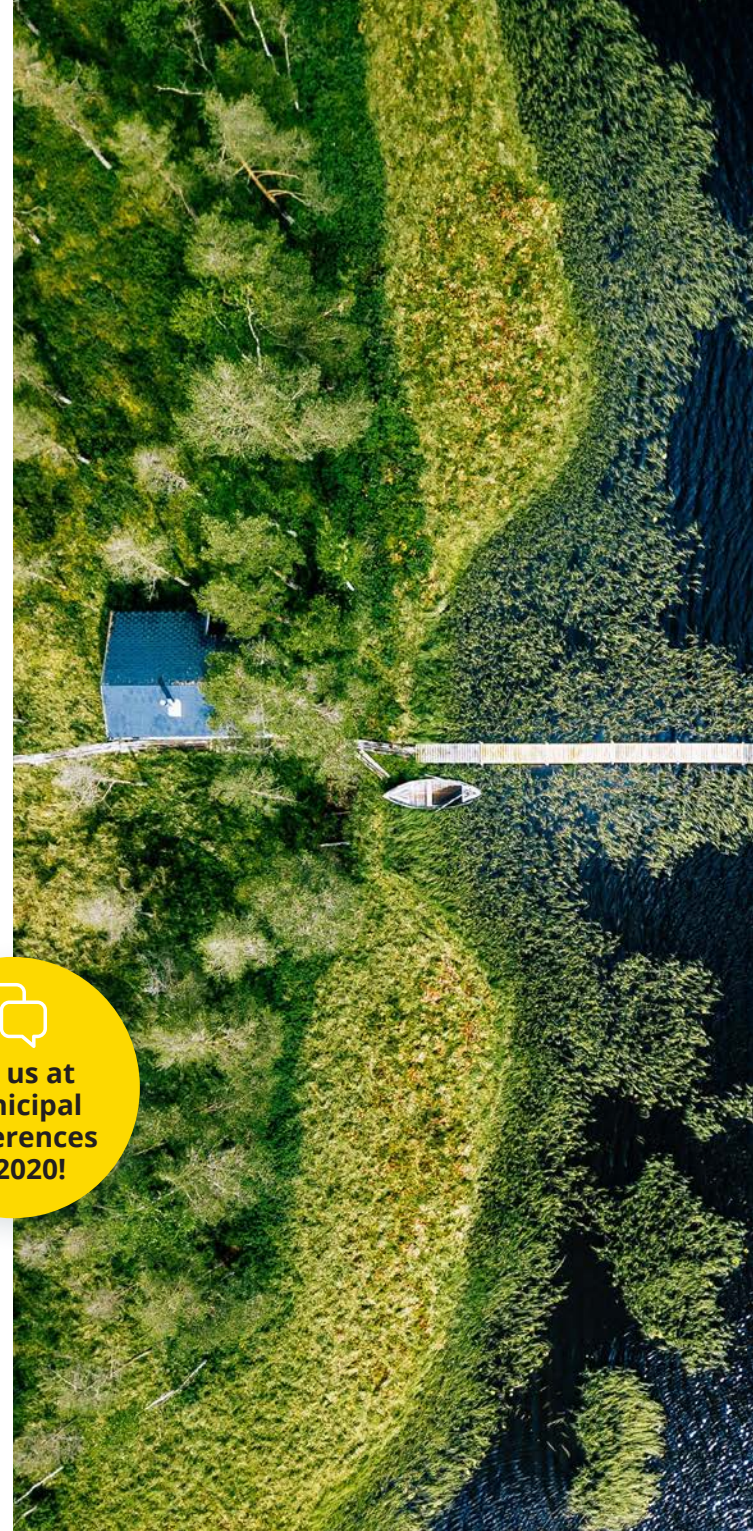
→ Read ***InTouch***, our monthly newsletter

→ Join the conversation at our **monthly webinar**



### Have a question?

Visit [mpac.ca/municipalities](https://mpac.ca/municipalities) to find your local representative



## About MPAC

**The Municipal Property Assessment Corporation (MPAC)** is an independent, not-for-profit corporation funded by all Ontario municipalities, accountable to the Province, municipalities and property taxpayers through its 13-member Board of Directors. Our role is to accurately assess and classify all properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario. We are the largest assessment jurisdiction in North America, assessing and classifying more than 5.3 million properties with an estimated total value of \$2.96 trillion.

Si vous avez des besoins d'une copie de cette material en français, veuillez contactez-nous.



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION



## APPENDIX 1

### Assessment Change Summary by Property Class Township of Mapleton

The following chart provides a comparison of the total assessment for the 2016 base year, and a comparison of the assessment change for 2019 and 2020 property tax year by property class.

Property Class/Realty Tax Class	2016 Full CVA	2019 Phased-In CVA	2020 Phased-In CVA	Percent Change 2019 to 2020
R Residential	1,127,435,120	1,078,764,663	1,127,435,120	4.51%
M Multi-Residential	2,604,000	2,465,000	2,604,000	5.64%
C Commercial	32,106,900	30,893,352	32,106,900	3.93%
X Commercial (New Construction)	21,132,300	20,597,861	21,132,300	2.59%
I Industrial	21,904,438	21,077,830	21,904,438	3.92%
L Large Industrial	9,905,900	9,522,624	9,905,900	4.02%
J Industrial (New Construction)	26,320,900	25,113,034	26,320,900	4.81%
P Pipeline	11,945,000	11,677,483	11,945,000	2.29%
F Farm	1,618,315,342	1,455,401,008	1,618,315,342	11.19%
T Managed Forests	8,384,600	7,990,039	8,384,600	4.94%
U Utility Transmission & Distribution Corridors	0	0	0	0.00%
(PIL) C Commercial	2,542,700	2,464,149	2,542,700	3.19%
E Exempt	67,682,500	64,974,033	67,682,500	4.17%
<b>TOTAL</b>	<b>2,950,279,700</b>	<b>2,730,941,076</b>	<b>2,950,279,700</b>	<b>8.03%</b>



## APPENDIX 2

### Assessment Base Distribution Summary by Property Class Township of Mapleton

This chart provides a comparison of the distribution of the total assessment for the 2016 base year, and the 2019 and 2020 phased-in assessment, which includes the percentage of the total assessment base by property class.

Property Class/Realty Tax Class	2016 Full CVA	Percentage of Total 2016 CVA	2019 Phased-In CVA	Percentage of Total 2019 Phased-In CVA	2020 Phased-In CVA	Percentage of Total 2020 Phased-In CVA
R Residential	1,127,435,120	38.21%	1,078,764,663	39.50%	1,127,435,120	38.21%
M Multi-Residential	2,604,000	0.09%	2,465,000	0.09%	2,604,000	0.09%
C Commercial	32,106,900	1.09%	30,893,352	1.13%	32,106,900	1.09%
X Commercial (New Construction)	21,132,300	0.72%	20,597,861	0.75%	21,132,300	0.72%
I Industrial	21,904,438	0.74%	21,077,830	0.77%	21,904,438	0.74%
L Large Industrial	9,905,900	0.34%	9,522,624	0.35%	9,905,900	0.34%
J Industrial (New Construction)	26,320,900	0.89%	25,113,034	0.92%	26,320,900	0.89%
P Pipeline	11,945,000	0.40%	11,677,483	0.43%	11,945,000	0.40%
F Farm	1,618,315,342	54.85%	1,455,401,008	53.29%	1,618,315,342	54.85%
T Managed Forests	8,384,600	0.28%	7,990,039	0.29%	8,384,600	0.28%
U Utility Transmission & Distribution Corridors	0	0.00%	0	0.00%	0	0.00%
(PIL) C Commercial	2,542,700	0.09%	2,464,149	0.09%	2,542,700	0.09%
E Exempt	67,682,500	2.29%	64,974,033	2.38%	67,682,500	2.29%
<b>TOTAL</b>	<b>2,950,279,700</b>	<b>100.00%</b>	<b>2,730,941,076</b>	<b>100.00%</b>	<b>2,950,279,700</b>	<b>100.00%</b>

Sent: January 21, 2020 9:18 AM  
To: Mapleton Info <[Info@mapleton.ca](mailto:Info@mapleton.ca)>  
Subject: 5G Protest

Dear Elected Officials:

I have grave concerns regarding the 5G technology. I ask that you view this web site on this global concern. It is not a NIMBY matter.

Please respond with your position on the use of this technology.

Joyce Sloat RR1 Alma On

519.846.5790

<https://stop5ginternational.org/5g-protest-day/>



### COUNCIL RESOLUTION



Res: 2020.01. 23

Wednesday, January 15, 2020

Moved by: Mike Hentz

Seconded by: Patricia Corneil

**THAT** Conservation Authorities have been protecting people and conserving and restoring watersheds with local communities for over 50 years; and

**THAT** Municipalities must work together to ensure resilient and healthy watersheds for residents; and

**THAT** Conservation Authorities will be important partners in concrete and cost-effective initiatives to address climate change.

**THEREFORE IT BE RESOLVED THAT** the Council of the Municipality of Dutton Dunwich supports the important role Conservation Authorities provide to local communities in delivering watershed management programs

**AND THAT** this resolution be circulated to all upper and lower-tier municipalities, Conservation Authorities and the Provincial Government (Minister of Environment, Conservation and Parks) in Ontario

<u>Recorded Vote</u>	<u>Yeas</u>	<u>Nays</u>
P. Corneil	___	___
A. Drouillard	___	___
K. Loveland	___	___
M. Hentz	___	___
B. Purcell – Mayor	___	___

CARRIED:  
  
\_\_\_\_\_  
Mayor

DEFEATED:  
  
\_\_\_\_\_  
Mayor



**CITY OF QUINTE WEST**

*Office of the Mayor  
Jim Harrison*



**P.O. Box 490  
Trenton, Ontario, K8V 5R6**

**TEL: (613) 392-2841  
FAX: (613) 392-5608**

January 15, 2020

Mr. Jamie McGarvey, President  
Association of Municipalities of Ontario  
200 University Ave., Suite 801  
Toronto, Ontario M5H 3C6

**RE: Resolution – Conservation Authorities**

Dear Mr. Jamie McGarvey:

This letter will serve to advise that at a meeting of City of Quinte West Council held on January 13, 2020 Council passed the following resolution:

Moved by Cassidy  
Seconded by Alyea

Whereas the City of Quinte West has been well served by both the Lower Trent Conservation Authority and the Quinte Conservation Authority and

Whereas we have working service agreements with both Authorities and

Whereas we value the efforts of the Conservation Authorities to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment and

Whereas the current Provincial government is reviewing the mandate and potential funding to Conservation Authorities

Be it resolved that the City of Quinte West requests that the Provincial Government improve their funding of Conservation Authorities to provide a more stable funding base that would prevent any downloading of costs to municipalities

And further that the Provincial Government will maintain and not diminish the core mandate of Conservation Authorities

And further that we forward this motion to the Minister of Environment, Conservation and Parks, the Minister of Natural Resources, the Premier, the Leaders of all opposition parties, all of our local municipal partners, and AMO to seek their support and concurrence. **Carried**

We trust that you will give favourable consideration to this request.

Sincerely,

CITY OF QUINTE WEST

A handwritten signature in black ink, appearing to read "Jim Harrison". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jim Harrison  
Mayor

January 23, 2020

Ken Naylor  
GM Mornington Communications  
16 Mill Street East,  
Milverton, ON  
N0K 1M0

Dear Mr. Naylor,

Re: Letter of Endorsement Request – Rural Fibre to the Home

This letter is to confirm that the Township of Mapleton is in receipt of correspondence from Mornington Communications, wherein Mornington is requesting municipal endorsement of an application(s) to the CRTC Broadband Fund Program to secure funds to build Fibre to the Home in rural Mapleton.

The scope of the build will bring fibre to Glenn Allan and surround areas, plus consideration for additional areas as more information becomes available.

This township agrees that access to Broadband services is critical for the community. As such, the Township of Mapleton fully endorses Mornington's application(s).

Should you require additional information, please contact the undersigned.

Regards,

Mapleton Township

**TOWNSHIP OF MAPLETON COUNCIL TRACKING SHEET**

**FOR JANUARY 28, 2020 COUNCIL**

<b>Subject for Action</b>	<b>Department</b>	<b>Comments</b>
Wastewater Capacity (long term and short term)	CAO & DPW	RFP closed on Friday January 10, 2020. Three submissions received. Rating and scoring of RFP's will proceed immediately, with decisions of award expected by end of March 2020.
Cemetery By-law	DPW & CLK	Staff will update the bylaw following Master Plan approval.
Council Video Recording	CAO & CLK	Discovery meeting was held on December 3 <sup>rd</sup> with Record Tel. They are working on getting us options and quotes. Also, to be noted is that we ordered extra microphones so that council members don't need to share.
Development Charges	SMT	Kick off Meeting was held on November 11 <sup>th</sup> . Staff has submitted information needed by Watson and Associates in order to begin the process. Lots of work to do to ensure the study is accurate.
Asset Management Plan (AMP) Update	DF & DPW	AMP is now complete for implementation on January 1 <sup>st</sup> , 2020. Next update is not until 2022.
Modernization Grant	CAO	Final report was complete and is on your desk. KPMG presented to County Council on November 28 <sup>th</sup> . Staff are looking forward to implementing the recommendations that relate to Mapleton.

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

**BY-LAW NUMBER 2020-011**

**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 meetings held on Tuesday, January 28, 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/her 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/her 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/her 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, January 28, 2020.

---

Mayor Gregg Davidson

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Clerk Barb Schellenberger