



Council Meeting
Municipality of West Grey
402813 Grey County Rd 4, Durham, ON N0G 1R0

February 20, 2024, 9 a.m.

West Grey municipal office, council chambers and virtual

This meeting shall be held in the Municipality of West Grey council chambers. Members of the public may attend in person or electronically via Zoom.

To join through your computer (or smartphone with the Zoom app) go

to: <https://us02web.zoom.us/j/89156262480>

To phone in and listen live dial +1 647 558 0588 (long-distance charges may apply)

When prompted, enter the meeting ID: 891 5626 2480

Accessibility of documents: Documents are available in alternate formats upon request. If you require an accessible format or communication support contact the Clerk's Department by email at clerk@westgrey.com or 519-369-2200 to discuss how we can meet your needs.

Pages

1. Call to order

2. Moment of reflection

3. Declarations of pecuniary interest and general nature thereof

4. Delegations/presentations

In accordance with the West Grey Procedural Bylaw each delegation shall be limited in speaking to not more than ten minutes, and presentations that are requested by council shall have a time limit as determined between the clerk and the presenter.

4.1 Presentation - Elise MacLeod and Laura Molson, Saugeen Valley Conservation Authority

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5. Public meetings

There are no public meetings.

6. Comment period

In accordance with the West Grey Procedural Bylaw comments may be made to council with respect to a specific agenda item. A maximum of two minutes per person is allotted for comments, with a maximum of ten minutes in total for the comment period.

7. Unfinished business

There is no unfinished business.

8. Adoption of minutes

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12. Questions

In accordance with the West Grey Procedural Bylaw members may request clarification or updates on previous agenda items.

13. Bylaws

- | | | |
|------|--|-----|
| 13.1 | Bylaw No. 2024-020- Confirming the proceedings of council
"A bylaw to confirm the proceedings of the regular meeting of the council of the Corporation of the Municipality of West Grey." | 186 |
| 13.2 | Bylaw No. 2024-021 - Delegate site plan control approval
"A bylaw to delegate site plan control approval." | 187 |

14. New business**15. Announcements**

In accordance with the West Grey Procedural Bylaw, comments are not debatable, nor shall they introduce new business. Comments shall be limited to five minutes per member.

16. Closed session

"THAT council now moves into closed session to consider:

- a. Minutes of the closed session of the regular council meeting held on February 6, 2024; and
- b. One matter regarding a proposed or pending disposition of land respecting a municipal property."

17. Report from closed session**18. Adjournment**



Infrastructure in the Municipality of West Grey

Erik Downing

General Manager / Secretary
Treasurer (Acting)

Elise MacLeod, P.Eng.

Water Resources Manager
Saugeen Valley Conservation Authority

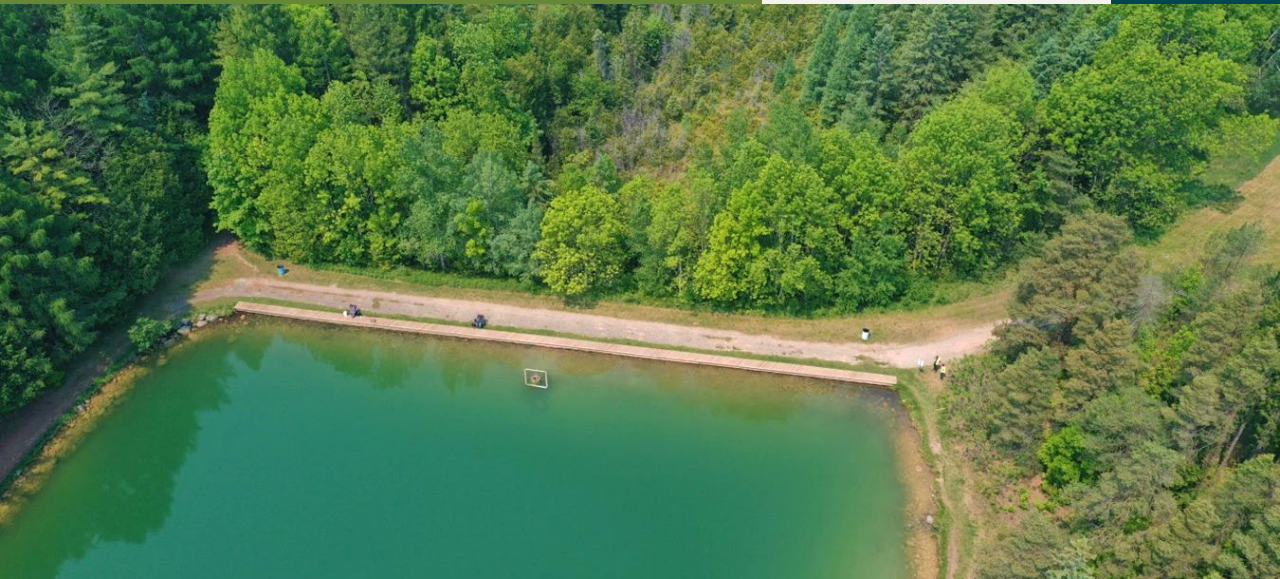
February 20th, 2024

The Conservation Authorities Act

- Object of authorities is to provide, 20.1:
 - (a) mandatory programs and services (Category 1)
 - (b) municipal programs and services (Category 2)
 - (c) any other programs and services that may be provided under the Act (Category 3)
- Powers of authorities, 21.1(h):
 - For the purposes of accomplishing its objects, an authority has the power to:
 - to determine the proportion of the total benefit afforded to all the participating municipalities that is afforded to each of them

*Conservation authorities carry out programs services that serve **provincial and municipal interests**. Each conservation authority was established so that municipalities in a common watershed could **work together on local resource management**.*

PROGRAMS and SERVICES



Category 1:

- Those prescribed as mandatory by the Province

Category 2:

- Those delivered on behalf of a municipality

Category 3:

- Those that further the conservation, restoration, development and management of natural resources

Types of Billing

General Levy

- Cost apportionment calculation divided over all 15 watershed municipalities

Special Benefitting - Maintenance

- 60/40 split between the benefitting municipality and general levy (for maintenance projects only)

Special Benefitting - Capital

- I.e., WECI funding at 50/50 between the municipality and the Province of Ontario
- Should no grant be available, at 100% to the municipality

MOUs, Category 2 & 3 Agreements

- Billed 100% to the municipality



‘Benefitting municipalities’ under the Conservation Authorities Act

(2) Subject to the regulations made under subsection (16), after determining the approximate maintenance costs for the succeeding year, the authority shall apportion the costs to the participating municipalities **according to the benefit derived** or to be derived by each municipality, and the amount apportioned to each such municipality shall be levied against the municipality.

R.S.O. 1990, c. C.27, s. 27 (2); 1996, c. 1, Sched. M, s. 47 (1).

CATEGORY 1: Natural hazards, CA owned lands, other



Protect people and property from the risk of natural hazards:

- review and processing permit applications
- delineating and mapping hazards
- flood forecasting and warning
- flood and erosion control infrastructure

Conservation and management of CA owned lands:

- Maintenance of facilities, trails, parking, and other capital assets related to public recreation
- Conservation area enforcement and compliance
- Woodlot management, planting, forestry services

Other:

- Participation in the Provincial Groundwater Monitoring Network and Water Quality Monitoring Network
- Drinking Water Source Protection
- Asset and property management
- Administration, finance, legal expenses, communication

CATEGORY 2



- Category 2 agreements are offered when any project (e.g., water and erosion control infrastructure) that **SVCA has historically partnered in the inspection and maintenance of** with the municipality are:
 - owned in whole or in part by the municipality
 - have a license to operated held by the municipality
 - or cross a municipal roadway

Durham Upper Dam

Ownership – Saugeen Conservation

Purpose – Ice management for West Grey

History

- 1847 dam existed as a grist mill
- 1960s SVCA acquired
- 1966 major rehabilitation
- 1976 dyke constructed
- 1978 catwalk built
- 2005 ice operations
- 2020s wingwall repairs, fencing, parging

2024 Expenses

MAINTENANCE - \$23,500

- \$14,500
- \$1,500
- \$5,000
- \$2,500

CAPITAL - \$25,000

- \$25,000

Activities

- Standard maintenance (grass, minor repairs, operations)
- Repairs to walkway
- Removal of gravel bar and bank protection
- External inspection (annual)
- Continuation of Environmental Assessment

2022 External Inspection: fair to poor condition. \$1.27 million estimated over ten years.

Durham Middle Dam

Ownership – MNRF. License of occupation – SVCA

Purpose – West Grey recreational opportunities and natural amenity

History

- 1965 construction by Ontario Department of Public Works
- SVCA license of occupation from 1987 to 2036
- 2020s repairs to the gate and motor

2024 Expenses

MAINTENANCE - \$17,000

- \$17,000

Activities

- Standard maintenance and operations

Inspections and capital work is completed by the MNRF. Operations are completed by SVCA.

Durham Lower Dam

Ownership – Saugeen Conservation

Purpose – West Grey community access, recreation, and natural amenity

History

- 1969 SVCA acquired
- 1980s major rehabilitation
- 2005 emergency spillway constructed

2024 Expenses

MAINTENANCE - \$15,000

- \$7,000
- \$3,000
- \$1,500
- \$1,000
- \$2,500

CAPITAL - \$20,000

- \$20,000

Activities

- Standard maintenance (grass, minor repairs, operations)
- Development of OMS manual
- Vegetation control and removal
- Public safety signage
- External inspection (annual)
- Replacement of fencing across walkway

2022 External Inspection: dam is fair to good condition; fence is in poor condition.
\$350,000 estimated over ten years.

Durham Ice Management

Ownership – Saugeen Conservation and West Grey

Purpose – West Grey ice management and monitoring

Expenses

- \$13,000
- \$15,000
- \$14,000

Activities

- 2024 operations and monitoring
- 2023 operations and monitoring
- 2022 operations and monitoring

Daily monitoring through winter, until spring freshet. Gravel bar removal annually. Dam adjustments (ie. pulling boards, channel excavation) as needed.

Neustadt Flood Control Works – Meux Creek

Meux Creek - current agreements in place with SVCA
 Weir – West Grey (Category 2)
 Purpose – Flood control and erosion protection

History

- Constructed in 1980 and included widening channel and gabions
- 2020 emergency repairs to weir
- 2023 gabion basket repair

2024 Expenses

MEUX CREEK - MAINTENANCE & CAPITAL - \$0

WEIR – CATEGORY 2 (2024 - 2028) - \$15,500

- \$2,500
- \$3,000
- \$7,500
- \$2,500

Activities

- Signage
- Vegetation control
- Inspections (bi-annual)
- External engineering inspection (once per term)

2022 External Inspection: Weir is in poor condition. \$220,000 estimated over ten years.

Neustadt Flood Control Works – Neustadt Creek

Easements – SVCA. ROWs – West Grey (Category 2)

Purpose – Flood control and erosion protection

History

- Constructed in 1982 to reduce flooding

2024 Expenses

MAINTENANCE - \$6,000

- \$500
- \$1,500
- \$4,000

Activities

- Standard maintenance (grass, minor repairs, etc.)
- Public safety signage
- Vegetation removal

CATEGORY 2 ROWs - \$0

2022 External Inspection: fair to good condition. \$85,000 estimated over ten years.

Neustadt Dam and Floodwall

Ownership – West Grey (Category 2)

Purpose – Flood and erosion control

History

- Constructed in 1850's for sawmill and grist mill
- Current dam structure 1920's
- Partial reconstruction in 1976
- 1991 floodwall constructed

2024 Expenses

CATEGORY 2 (2024 - 2028) - \$41,500

- \$5,000
- \$3,500
- \$3,000
- \$15,000
- \$15,000

Activities

- Signage
- Restrict public access
- Re-seal concrete joints
- Inspections (quarterly)
- External engineering inspection (annual)

2022 External Inspection: Dam is in very poor condition.
 \$500,000 - \$600,000 estimated over ten years.

Liability

- Dam maintenance, inspection, operation, repair, and rehabilitation are key in preventing failure and limiting the liability that a dam owner / partner could face
- All dams deteriorate with time and inspections are critical to understanding lifecycle costs and corrective action
- Dam owners and partners are responsible and liable for dam operations and related incidents.
- Liability can be lessened through proper diligence and reasonable actions to mitigate
- Many dam owners choose to remove their dams to eliminate maintenance costs, safety issues, and financial/legal liability



Continue operation and maintenance through Category 1 for applicable structures.

Options moving forward

- Continuance through Category 2 Agreements for applicable structures
- Explore transfer of license to occupation and/or ownership to West Grey
- Explore removal of infrastructure



Saugeen
CONSERVATION

Thank you.



Minutes
Council meeting
Municipality of West Grey

Tuesday, February 6, 2024, 9 a.m.
West Grey municipal office, council chambers and virtual

Members present: Mayor Kevin Eccles
Deputy Mayor Tom Hutchinson
Councillor Scott Foerster
Councillor Doug Hutchinson
Councillor Joyce Nuhn
Councillor Geoffrey Shea
Councillor Doug Townsend

Staff present: Laura Johnston, Chief Administrative Officer
Jamie Eckenswiller, Director of Legislative Services/Clerk
Kerri Mighton, Director of Finance/Treasurer
Karl Schipprack, Director of Infrastructure and Development/CBO
Geoff Aitken, Manager of Public Works
Ashley Noble, Communications Coordinator
Jodi Ward, Legislative Services Coordinator

1. Call to order

Mayor Eccles called the meeting to order at 9:00 a.m.

2. Moment of reflection

Mayor Eccles called for a moment of reflection.

Mayor Eccles expressed condolences regarding the passing of West Grey's first mayor, Delton Becker.

Staff reviewed instructions for members of the public to participate via Zoom or telephone, and how to contact staff for assistance if disconnected. It was noted that this meeting will be livestreamed to the West Grey YouTube channel.

3. Declarations of pecuniary interest and general nature thereof

3.1 Councillor Shea - 11.2.1 Potential Acquisition of the Durham Middle Dam

Councillor Shea declared a conflict with agenda item 11.2.1 Potential Acquisition of the Durham Middle Dam, as his property abuts the subject property.

Council discussed item 16 at this time.

16. Closed session

R-240206-001

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Townsend

"THAT council now moves into closed session to consider:

- a. Minutes of the closed session of the regular council meeting held on January 16, 2024; and**
- b. One matter regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality; advice that is**

subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria, or instruction to be applied to negotiations respecting OPA 11."

Carried

Council discussed item 17 at this time.

17. Report from closed session

Mayor Eccles advised that during closed session, council:

- Reviewed minutes of the closed session of the regular council meeting held on January 16, 2024; and
- Discussed one matter regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria, or instruction to be applied to negotiations respecting OPA 11, and direction was provided to staff.

4. Delegations/presentations

There were no delegations/presentations.

5. Public meetings

There were no public meetings.

6. Comment period

Ann Hagedorn, resident, voiced concerns respecting agenda item 11.2.1 - Potential Acquisition of the Durham Middle Dam.

Ms. Hagedorn inquired if any exploration had been done regarding the dam as a source of revenue for the community as a hydro-electric dam and noted that as society moves toward a more electricity dependent energy model, there are several initiatives throughout the province where dams are generating revenue for the communities in which they are situated. Ms. Hagedorn further inquired if the municipality had considered the implications of a party other than the municipality owning the middle dam.

7. Unfinished business

There was no unfinished business.

8. Adoption of minutes

8.1 Minutes of the regular council meeting held on January 16, 2024

R-240206-002

Moved by Councillor Hutchinson

Seconded by Councillor Foerster

"THAT the minutes of the regular council meeting held on January 16, 2024 as presented be adopted."

Carried

8.2 Minutes of the public budget meeting held on January 16, 2024

R-240206-003

Moved by Councillor Townsend

Seconded by Councillor Shea

"THAT the minutes of the public budget meeting held on January 16, 2024 as presented be adopted."

Carried

8.3 Minutes of the public planning meeting held on January 16, 2024

R-240206-004

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Townsend

"THAT the minutes of the public planning meeting held on January 16, 2024 as presented be adopted."

Carried

8.4 Minutes of the special council meeting held on January 18, 2024

R-240206-005

Moved by Councillor Nuhn

Seconded by Councillor Hutchinson

"THAT the minutes of the special council meeting held on January 18, 2024 as presented be adopted."

Carried

9. Committee and board reports

9.1 Saugeen Mobility and Regional Transit - November 17, 2023 minutes

9.2 Saugeen Mobility and Regional Transit - December 22, 2023 minutes

9.3 Saugeen Valley Conservation Authority - November 30, 2023 minutes

R-240206-006

Moved by Councillor Hutchinson

Seconded by Councillor Townsend

"THAT the minutes of committees and boards are hereby received."

Carried

10. Correspondence

10.1 Correspondence received for which direction of council is required

There were no correspondence items presented for direction.

10.2 Correspondence received which is presented for the information of council

R-240206-011

Moved by Councillor Nuhn

Seconded by Councillor Foerster

"THAT in consideration of correspondence received on January 9, 2024 from the Municipality of Tweed respecting the reinstatement of licence plate renewal sticker fees, council directs staff to send a letter of support for the resolution to Prabmeet Sarkaria, Minister of Transportation."

Carried

R-240206-012

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Nuhn

"THAT in consideration of correspondence received on January 19, 2024, from the City of Sarnia respecting the carbon tax, council directs staff to send a letter of support for the resolution to the Right Honourable Justin Trudeau, Prime Minister of Canada."

Carried

R-240206-013

Moved by Councillor Nuhn

Seconded by Councillor Townsend

"THAT in consideration of correspondence received on January 26, 2024, from the Town of Orangeville respecting social and economic prosperity review, council directs staff to send a letter of support for the resolution to the Honourable Doug Ford, Premier of Ontario and Bruce-Grey-Owen Sound MPP Rick Byers."

Carried

R-240206-014

Moved by Councillor Nuhn

Seconded by Deputy Mayor Hutchinson

"THAT in consideration of correspondence received January 24, 2024 from Enbridge Gas respecting the Ontario Energy Board's (OEB) decision on Phase 1 of the Enbridge Gas 2024 rebasing application, council directs staff to send a letter of support of the Enbridge Gas correspondences to Todd Smith, Minister of Energy, and Bruce-Grey-Owen Sound MPP Rick Byers."

Carried

R-2024-0206-015

Moved by Councillor Foerster

Seconded by Councillor Shea

"THAT council receives all correspondence not otherwise dealt with."

Carried

Council recessed at 10:30 a.m. and reconvened at 10:40 a.m.

11. Staff reports

11.1 Manager of Public Works

11.1.1 IPW-2024-02 - West Grey Drinking Water Systems - Inspection Reports

The Manager of Public Works provided an overview of the report.

R-240206-16

Moved by Councillor Nuhn

Seconded by Councillor Hutchinson

"THAT in consideration of staff report "IPW-2024-02 – West Grey Drinking Water Systems – Inspection Reports", council receives the report for information purposes."

Carried

11.1.2 IPW-2024-03 - SVCA - Category 2 Programs and Services Agreements

The Manager of Public Works provided an overview of the report.

R-240206-017

Moved by Councillor Nuhn

Seconded by Councillor Shea

"THAT in consideration of staff report 'IPW-2024-03 - SVCA – Category 2 Programs and Services Agreements', council defers the report until after a delegation is provided by the Saugeen Valley Conservation Authority."

Carried

11.1.3 IPW-2024-04 - SVCA - Inspection Reports

The Manager of Public Works provided an overview of the report.

R-240206-0018

Moved by Councillor Shea

Seconded by Councillor Townsend

"THAT in consideration of staff report "IPW-2024-04 – SVCA – Inspection Reports", council receives the reports for information purposes."

Carried

Having declared a conflict of interest with item 11.2.1, Councillor Shea left the council chambers at this time.

11.2 Director of Legislative Services/Clerk

11.2.1 Potential Acquisition of the Durham Middle Dam

The Director of Legislative Services/Clerk provided an overview of the report.

R-240206-019

Moved by Councillor Hutchinson

Seconded by Councillor Townsend

"THAT in consideration of staff report 'Potential Acquisition of the Durham Middle Dam', council directs staff to proceed with option 2 as outlined in the report."

Carried

Councillor Shea returned to the council chambers at this time.

13.2.2 Grey County request to purchase municipal lands

The Director of Legislative Services/Clerk provided an overview of the report.

R-240206-020

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Nuhn

"THAT in consideration of staff report 'Grey County request to purchase municipal lands', council:

- 1. Directs staff to waive the \$500.00 request to purchase municipal lands fee;**
- 2. Declares the 0.73-acre parcel of land described as part of 451 Durham Road West, being part of PIN# 373180550 as shown in red on schedule 'A' attached to this report surplus to the needs of the municipality; and**
- 3. Directs staff to proceed with the next steps in the land sale process."**

Carried

13.2.3 Appointment of Interim Chief Administrative Officer/Deputy Clerk

The Director of Legislative Services/Clerk provided an overview of the report.

R-240206-021

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Hutchinson

"THAT in consideration of staff report 'Appointment of Interim Chief Administrative Officer/Deputy Clerk', council:

- 1. Directs staff to bring forward a bylaw to appoint Kerri Mighton, Director of Finance/Treasurer as Interim Chief Administrative Officer/Deputy Clerk; and**
- 2. Directs staff to proceed with the recruitment of a permanent Chief Administrative Officer/Deputy Clerk."**

Carried

11.3 Director of Finance/Treasurer

11.3.1 Court Security and Prisoner Transport Agreement

The Director of Finance/Treasurer provided an overview of the report.

R-240206-022

Moved by Councillor Townsend

Seconded by Councillor Foerster

"THAT in consideration of staff report 'Court Security and Prisoner Transportation Agreement', council directs staff to bring forward a bylaw to authorize the mayor and clerk to execute a transfer payment agreement with the Ministry of the Solicitor General for the court security and prisoner transportation program."

Carried

11.4 Manager of Planning and Development

13.4.1 ZA16.2022 DeMelo and Vainik – No Further Notice Required

The Director of Infrastructure and Development/Chief Building Official provided an overview of the report.

R-240206-023

Moved by Councillor Townsend

Seconded by Deputy Mayor Hutchinson

"THAT in consideration of staff report "ZA16.2022 DeMelo and Vainik – No Further Notice Required", council hereby determines that pursuant to section 34(17) of the *Planning Act*, RSO 1990, as amended, no further public notice is required in respect to the proposed zoning bylaw amendment."

Carried

11.5 Chief Administrative Officer

13.5.1 West Grey Strategic Plan 2024-2026 - Status Report

The Chief Administrative Officer provided an overview of the report.

R-240206-024

Moved by Councillor Hutchinson

Seconded by Councillor Nuhn

"THAT in consideration of staff report 'West Grey Strategic Plan 2024-2026 – Status Report', council receives the report for information purposes."

Carried

12. Questions

Councillor Shea inquired if staff would be bringing forward a review of the conference bylaw. The Director of Finance/Treasurer advised a report will be brought forward for consideration at the February 20th council meeting. The Director of Legislative Services/Clerk further clarified that the report being presented at the February 20th meeting is not a report speaking to the conference bylaw itself, but rather, for permission for certain councillors to spend more than the annual allotment permitted within the conference bylaw.

Councillor Townsend inquired about the capacity limits for Neustadt roller-skating, adding that they maxed out at 150 participants, and wondered where that cap came from. Councillor Foerster advised that the capacity limits were raised post-COVID and are now at 150 participants, with some extra space allowed for spectators. The Chief Administrative Officer advised that the capacity limits are in place for safety reasons.

Councillor Hutchinson inquired if council can further look into the study done on the Durham Creek during the Saugeen Valley Conservation Authority's (SVCA) delegation at the February 20th Council Meeting. The Director of Infrastructure and Development/Chief Building Official advised that the second public information session for the Durham Creek has been scheduled February 22, 2024, at 6:30 pm at the Durham Community Centre. When the revised mapping is received, the information will be distributed via the website. SVCA staff, West Grey staff, as well as the consultants who completed the work will be in attendance and available for questions. Councillor Shea inquired if landowners would be informed of this meeting directly. Mr. Schipprack advised that landowners on Durham Creek were notified directly that mapping would be taking place but will not be notified directly when the updated mapping is available. Access to the revised mapping will be available via the municipal website.

13. Bylaws

13.1 Bylaw No. 2024-010 - Confirming the proceedings of council

13.2 Bylaw No. 2024-011- Delegation of Powers and Duties

13.3 Bylaw No. 2024-012 - West Grey Soccer Club Soccer Pitch Agreement

13.4 Bylaw No. 2024-013 - West Grey Employee Salary Grid

13.5 Bylaw No. 2024-014 - Council Remuneration

13.6 Bylaw No. 2024-015 - Court Security and Prisoner Transfer Payment Agreement

13.7 Bylaw No. 2024-016 - Boundary Road Agreement - Southgate

13.8 Bylaw No. 2024-017 - ZA16.2022 DeMelo

13.9 Bylaw No. 2024-018 - Stop up and close municipal road allowance being part of PIN 37239-0103

13.10 Bylaw No. 2024-019 - Appoint an Interim CAO and Deputy Clerk

R-240206-025

Moved by Deputy Mayor Hutchinson

Seconded by Councillor Nuhn

"THAT Bylaw Numbers 2024-010, 2024-011, 2024-012, 2024-013, 2024-014, 2024-015, 2024-016, 2024-017, 2024-018, and 2024-019 be passed and enacted."

Carried

14. New business

There was no new business.

15. Announcements

Councillor Hutchinson advised that FrazzleFest is happening Family Day weekend, with lots of activities across the municipality.

Councillors Hutchinson, Townsend, and Shea shared information and comments regarding the recent Rural Ontario Municipality Association (ROMA) conference, including education and connections made with the province.

Councillor Foerster advised that the Neustadt spring craft show registration opens at noon on February 7, and that the wing night fundraiser for Elmwood Homecoming is happening on the Friday of Family Day Weekend.

Councillor Nuhn announced that Trinity Sunday School is hosting a Shrove Tuesday pancake supper from 5:30-7:00 p.m. Councillor Nuhn also advised that the Snow Jam Friends of Ayton is proceeding as planned for February 17, 2024, from 10:00 a.m. – 8:00 p.m.

Mayor Eccles noted that February is Black History Month and there many programs happening at Grey Roots Museum throughout the month. Mayor Eccles also reiterated that there are several Family Day functions going on throughout West Grey over Family Day weekend.

Councillor Hutchinson recognized that a local business, Durham Furniture, is celebrating 125 years in business.

Councillor Nuhn announced the 2025 Canadian Plowing Championships are going to be held in Normanby.

16. Closed Session

This item was discussed after item 3.

17. Report from closed session

This item was discussed before item 4.

18. Adjournment

The business contained on the agenda having been completed, Mayor Eccles adjourned the meeting at 12:15 p.m.

Mayor Kevin Eccles

Jamie M. Eckenswiller, Clerk



AORS
 PROMOTING **KNOWLEDGE**. PURSUING **EXCELLENCE**

January 8, 2024

Dear Head of Council, Deputy Head of Council and Councillors,

Your local Public Works department provides invaluable services within your community. Without the dedicated public works employees that you are fortunate to have, many basic functions in your community would not be able to happen. Without maintained roads, your emergency services (police, fire, and ambulance) would not be able to respond to calls, school buses could not run to get children to school, and your residents would not be able to leave to work, school, appointments, children's extra-curriculars and any other activity important to them. Additionally, as you work with the provincial government to tackle the housing crisis, your communities require more core infrastructure to handle the growth. For the health and safety of our communities it is important we keep our Public Works department staff complement full, and well trained.

Public Works departments across the province have already begun to feel the impacts of labour shortages, and as we will begin to see many retirements across the province, the shortage will become even more exasperated. From a recent survey that AORS completed with public works departments from across Ontario, we know that 91.5% of respondents will be hiring entry level positions in the next three to five years. However, we are already seeing the start of the labour shortage. From our survey, we found that 70% of respondents already reported getting less than five applications for entry level positions when posted, and the top three challenges municipalities are currently facing is a lack of applicants, applicants that do apply not meeting the required qualifications and municipalities having to compete with private sector positions.

Over the last year, AORS has been dedicating much of our advocacy to encouraging youth to consider careers in public works through career fairs, local government presentations to students, developing printed resources for guidance counsellors and much more. AORS has also been working closely with Fanshawe College Corporate Training Solutions to develop a Municipal Operator Course that would train potential municipal equipment operators to come to your municipality with the basic knowledge they need to begin maintaining your core infrastructure. This would be the first course of its kind that would attract potential students from across the Province of Ontario. To fund this endeavor, AORS has applied for a Skills Development Fund through the Province's Ministry of Labour, Training, Immigration and Skilled Trades. We are reaching out to you for your support in our application and your advocacy to the province on why having more – and qualified – applicants to our public works departments are so imperative.

We would ask that you consider passing the following motion:

WHEREAS, municipal public works departments from across the Province of Ontario provide invaluable services to our communities ensuring the health and safety of all residents;

AND WHEREAS, if it was not for our municipal public works employees from across the Province of Ontario maintaining our public roads systems, our communities would not be able to function as

emergency personnel could not respond to calls, school buses could not get our children to school, residents would not be able to get to work, school or appointments and many more basic functions would not be able to happen;

AND WHEREAS, municipal public works departments are already feeling the impacts of a labour shortage, which will only be exasperated over the next three to five years, which will cause levels of service municipalities are able to provide to ensure the health and safety of our residents to decrease;

AND WHEREAS, there is currently no provincial-wide course that properly trains potential municipal public works employees, specifically relating to municipal heavy equipment.

THEREFORE IT BE RESOLVED, that (INSERT MUNICIPALITY NAME) supports the work of the Association of Ontario Road Supervisors to develop a Municipal Equipment Operator Course to address this issue;

AND THAT, (INSERT MUNICIPALITY NAME) calls on the Province of Ontario's Ministry of Labour, Training, Immigration and Skilled Trades to fully fund the Municipal Equipment Operator Course in 2024 through the Skills Development Fund;

AND THAT, a copy of this resolution be sent to the Minister of Labour, Training, Immigration and Skilled Trades David Piccini, (INSERT MUNICIPALITY'S NAME)'s Member of Provincial Parliament (INSERT LOCAL MPP NAME) and the Association of Ontario Road Supervisors.

We appreciate your on-going support and should you have any questions or concerns, please do not hesitate to contact AORS for all things municipal public works!

Best regards,



John Maheu
AORS Executive Director



Dennis O'Neil
AORS Member Services Coordinator



Christie Little
AORS Training and Programming Coordinator



Kelly Elliott
AORS Marketing and Communications
Specialist



CORRESPONDENCE ITEMS PRESENTED FOR INFORMATION
February 20, 2024

1. *Correspondence from Orangeville Police Services Board Re: Intimate Partner Violence Resolution.
2. *Correspondence from Town of Hanover Re: Social and Economic Prosperity Review.
3. Correspondence from Municipality of Calvin.
 - a. *Provincial Cemetery Management Support.
 - b. Provincial National Fire Fighting Strategy.
4. *Correspondence from Town of South Bruce Peninsula Re: Support for Comprehensive Review of Social and Economic Prosperity.
5. Correspondence from Town of Petrolia Re: Return to combined ROMA and OGRA conferences.
6. *Correspondence from Municipality of Wawa.
 - a. * Fire Apparatus Regulation.
 - b. * Provincial Cemetery Management.
7. *Correspondence from Township of Ramara Re: Ontario and AMO Social and Economic Prosperity Review.
8. *Correspondence from Township of Springwater Re: Support for OHSA to Clarify the Definition of 'Employer.'
9. *Correspondence from Town of Lincoln Re: Volunteer firefighters tax credit
10. Correspondence from Multi-Municipal Energy Working Group Re: Unwilling Host Reaffirmation
11. Correspondence from County of Renfrew Re: Rural and Small Urban Municipalities Affordability of Water and Wastewater Systems
12. *Correspondence from Western Ontario Wardens Caucus (WOWC) Re: Social and Economic Prosperity Review



ORANGEVILLE POLICE SERVICES BOARD

c/o Town of Orangeville – 87 Broadway, Orangeville L9W 1K1 Telephone: (519) 941-5650
Fax: (519) 940-8275
Chair T. Taylor • Vice-Chair I. McSweeney • L. Post • K. Krakar

January 30, 2024

On January 16, 2024, the Orangeville Police Services Board passed the following resolution:

***“WHEREAS** the safety and well-being of the Orangeville community and its residents are of paramount importance to the Orangeville Police Services Board and;*
***WHEREAS** Intimate Partner Violence (IPV) and Gender-Based Violence (GBV) also known as domestic violence, poses a significant threat to the security and welfare of individuals within our community, involving any use of physical or sexual force, as well as emotional and psychological abuse in intimate relationships and;*
***WHEREAS** on August 16th, 2023, Justice Minister Arif Virani acknowledged gender-based violence as an epidemic and committed to addressing this issue comprehensively at the federal level and;*
***WHEREAS** it is imperative for local law enforcement to actively contribute to community safety and well-being by addressing the rising incidents of Intimate Partner Violence, particularly considering the alarming increase during the COVID-19 pandemic;*

NOW, THEREFORE BE IT RESOLVED THAT:

- 1. The Orangeville Police Services Board receives and endorses the resolutions by both Orangeville Council and Dufferin County Council with regards to IPV.*
- 2. The Orangeville Police Services Board recognizes IPV as a significant concern affecting the safety and welfare of Orangeville residents.*
- 3. The Orangeville Police Services Board commits to prioritizing the prevention and response to IPV within the community.*
- 4. The Orangeville Police Services Board will collaborate with relevant stakeholders, including local government, community organizations, and social support services, to ensure that the prevention and response to IPV is prioritized in the Community Safety and Well-Being Plan including specific action steps to address IPV.*
- 5. The Orangeville Police Services Board will actively engage in public awareness campaigns and educational initiatives aimed at preventing IPV and promoting healthy relationships within the community.*

BE IT FURTHER RESOLVED THAT:

The Executive Assistant for the Orangeville Police Services Board be directed to share this resolution with the Town of Orangeville, the County of Dufferin, all Ontario Municipalities, and Police Services Boards.”

Sincerely,

The Orangeville Police Services Board

Cc Orangeville Town Council
 Dufferin County Council
 Ontario Municipalities
 Ontario Police Services Boards



341 10th St. Hanover ON N4N 1P5

† 519.364.2780 | † 1.888.HANOVER | † 519.364.6456 | [hanover.ca](https://www.hanover.ca)

February 1, 2024

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

Via Email: premier@ontario.ca

Dear Premier Ford:

Re: Social and Economic Prosperity Review

Please be advised that the Council of the Town of Hanover adopted the following resolution at their meeting of January 15, 2024 regarding the above noted matter;

Moved by COUNCILLOR KOEBEL Seconded by COUNCILLOR HOCKING

Whereas current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life;

Whereas nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year;

Whereas municipal revenues, such as property taxes, do not grow with the economy or inflation;

Whereas unprecedented population and housing growth will require significant investments in municipal infrastructure;

Whereas municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises;

Whereas inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity;

Whereas property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need;

Whereas the province can, and should, invest more in the prosperity of communities;

Whereas municipalities and the provincial government have a strong history of collaboration;

Therefore be it resolved that the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario;

And further that a copy of this motion be sent to the Minister of Municipal Affairs and Housing, and to the Association of Municipalities of Ontario.

CARRIED

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Respectfully,



Tanya Patterson
Deputy Clerk

/tp

cc: Hon. Steve Clark, Minister of Municipal Affairs and Housing
Honourable Rick Byers, MPP Bruce-Grey-Owen Sound
Association of Municipalities of Ontario
Ontario Municipalities



Corporation of the Municipality of Calvin Council Resolution

Date: January 30, 2024

Resolution Number: 2024- 30

Moved By: Councillor Manson

Seconded By: Councillor Grant

Whereas under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed;
And Whereas over the last decade, there has been an increase in the number of churches and local cemetery boards initiating processes to transfer ownership or abandon their owned and operated cemeteries to the local municipality due to such issues as high maintenance costs, inaccuracy of records, lack of financial and human resources to effectively operate and maintain the cemetery, increased regulatory processes regarding training, selling of interment rights, financial operation of the care and maintenance fund, etc.;

And Whereas municipalities experience the same issues and pressures that churches and local boards experience with the operation and maintenance of cemeteries within its jurisdiction, and additional transfers of cemetery lands only compound the burden on municipal taxpayers;
And Whereas cemeteries are important infrastructure where the reasonable costs for interment rights, burials, monument foundations, corner stones and administration charges do not sufficiently support the general operation of cemeteries;

And Whereas the interest earned from the care and maintenance fund(s) of a cemetery do not provide adequate funding to maintain the cemetery with the rising costs of lawn and turf maintenance contracts and monument restoration;

Now Therefore Be It Resolved that Council for the Corporation of the Municipality of Calvin requests that the Province through the Ministry of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) consider the following to assist municipalities in this growing concern of cemetery transfers:

- Amending the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;

- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries;
 - Provide free training opportunities for municipalities regarding cemetery administration; and,
 - Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost;
- And that this resolution be circulated to the Hon. Todd McCarthy, Ministry of Public and Business Service Delivery, Jim Cassimatis, BAO Interim CEO/Registrar, MPP Jill Dunlop, MPP Vic Fedeli and all Ontario municipalities.

Results: Carried

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin Council Resolution

Date: January 30, 2024

Resolution Number: 2024-31

Moved By: Councillor Moreton

Seconded By: Councillor Manson

Background: Before Calvin township became a township, it was burned by numerous forest fires. This was before the time of fire towers, water bombers, and municipal fire departments. A 1881 report from Lawrence Tallan, Provincial Land surveyor, states: *"The township of Calvin has been traversed by repeated and severe fires – so well have the flames done their work that with the exception of an insignificant portion, scarcely a vestige of the original timber remains."*

History has a way of repeating itself, and now rural municipalities and remote areas need more than ever to be prepared to respond to forest fires. Invasive pests like the emerald ash borer and the spruce bud worm are killing large numbers of trees, leaving copious amounts of dry kindling in our forests just waiting for a careless human or a lightning strike. Our forests are choked with deadfall and forest fires are becoming increasingly difficult to control. Add to this the effects of rising temperatures and drier seasons, or climate change, and we could be facing increasingly disastrous forest fires. This is not the time to be caught short with limited forest fire-fighting resources.

Jordan Omstead of the Canadian Press recently wrote: "But as Canada's water bombers age – and wildfire seasons are expected to intensify – some wildland

firefighters and emergency preparedness experts say the country needs to prop up its fleet of firefighting aircraft, even though several provinces are playing down concerns about capacity.” He quotes Eric Davidson, president of the Ontario Professional Association of Wildland Firefighters, “We’re really starting to see the effect of the aging fleet.”

The article further states the John Gradek, lecturer at McGill University estimates that almost half of the larger water bombers used to fight Canadian forest fires are nearing the end of their service life.

However, a Canadian company making a large skimmer-style water bomber is backed up with orders from European countries until the end of the decade.

Ontario has its own fleet of aircraft. They have 20 fixed-wing aircraft which includes 9 CL215 and CL415 water bombers that are 24 years old on average. The remaining 11 aircraft are an average of 54 years old. Melissa Candelaria, a spokesperson for Minister Graydon Smith says the MNR can handle Ontario fires with these aircraft, but Jennifer Kamau, communications manager for the Canada Interagency Forest Fire Centre, CIFFC, noted that other provinces contract out firebombers and last year there was a strain in Canada to get the resources to areas in need because there were so many fires across the country at the same time and very few aircraft available.

Peter Zimonjic of the CBC quoted the Canadian Association of Fire Chiefs (CAFC) President Ken McMullen, “It's not often that the fire chiefs sound the alarm. We are very concerned about this impending crisis that the summer of 2024 and beyond is going to bring our sector.”

In 2023 we all smelled the smoke and saw the sky turn brown. Buildings can be replaced, but lives cannot. And once an area is burned it takes more than a lifetime for it to return to its original state.

WHEREAS Forest fires are a very real threat to rural municipalities.

AND WHEREAS smoke from forest fires put people's health at risk. This is especially true of children and the elderly. The David Suzuki Foundation reports that wildfires kill many thousands of people per year and most of the deaths are from smoke inhalation.

AND WHEREAS forest fires are a very real danger to the climate and according to The Guardian, in 2023 they emitted three times as much carbon as the entire carbon footprint of Canada.

AND WHEREAS according to the John Crace interview in The Guardian with William Kurz, a retired scientist with Natural Resources Canada, around two billion tonnes of carbon have been released into the atmosphere from forest fires in 2023.

AND WHEREAS carbon emissions from forest fires are not counted against Canada's Paris agreement commitments, according to Kurz, but they far exceeded all of the emissions tied to Canada's economy (670 mega tonnes, or 0.67 billion tonnes, according to Environment and Climate Change Canada).

AND WHEREAS that standing healthy forest serves as a carbon sink, drawing in carbon, but once destroyed by fire, even though second growth takes its place, it is much less effective for many decades.

AND WHEREAS the federal government owns no water bombers and assists the provinces through the CIFFC, Canadian Interagency Forest Fire Centre, a spokesperson with CIFFC says that last year there were too many requests and not enough inventory to meet the needs of the country.

AND WHEREAS as reported by De Havilland Canada who manufacture the Canadian made water bomber, they have contracts with European countries for the next 22 of its new DHC-515 planes, which will take until 2029 or 2030 to complete and there will be very little production available to replace the aging water bombers in Ontario and the rest of Canada.

NOW THEREFORE BE IT RESOLVED THAT the council of the Corporation of Calvin Township urges and encourages the Federal Government to commit additional funds for cost sharing of provincial firefighting and to consider the development of a national strategy of firefighting. Furthermore, we urge the federal government to consider the measures necessary for acquiring a national fleet of Canadian-made waterbombers, with home bases strategically located to best serve and respond to the needs of rural communities, and a national fire administration to better coordinate and manage efforts across the country. We also encourage the introduction of a program similar to the Joint Emergency Preparedness Program (JEPP) which was ended in 2013.

And we encourage Minister Graydon Smith to step up the on-the-ground firefighting capability and water bomber acquisitions in Ontario.

AND THAT this resolution be forwarded to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Bill Blair, Minister of National Defence, The Honourable Doug Ford, Premier of Ontario, The Honourable Graydon Smith, Minister of Natural Resources and Forestry of Ontario, The Honourable Vic Fideli, Minister of Economic Development Ontario, the Federation of Canadian Municipalities (FMC) and the Association of Municipalities Ontario (AMO).

AND THAT this resolution be shared with all 444 municipalities in Ontario for their consideration and adoption.

Results: Carried

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



TOWN OF
SOUTH BRUCE PENINSULA

February 6, 2024

Honourable Peter Bethlenfalvy
Minister of Finance
Frost Building South
7th Floor
7 Queen's Park Cres.
Toronto, ON M7A 1Y7
Peter.Bethlenfalvy@pc.ola.org

Dear Honourable Minister Bethlenfalvy:

Re: Support for Comprehensive Review of Social and Economic Prosperity

At their meeting held on February 6, 2024, Council discussed the need for a stable and sustainable municipal financial position. Council supports the Association of Municipalities of Ontario as they request that the Province undertake a comprehensive review of social and economic prosperity. The resolution adopted by Council is below.

R-43-2024

It was **Moved** by C. Hull, **Seconded** by T. Bell and **Carried**

Whereas current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life;

And whereas nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility, and expenditures are outpacing provincial contributions by nearly \$4 billion a year;

And whereas municipal revenues, such as property taxes, do not grow with the economy or inflation;

And whereas unprecedented population and housing growth will require significant investments in municipal infrastructure;

And whereas municipalities are being asked to take on complex health and social challenges – like delivering long term care services, homelessness and affordable housing options, addressing the mental health and addictions crises, and other social services;

And whereas inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity;



TOWN OF SOUTH BRUCE PENINSULA

And whereas property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need;

And whereas the Province can, and should, invest more in the prosperity of communities;

And whereas municipalities and the Provincial government have a strong history of collaboration;

Therefore be it resolved that The Town of South Bruce Peninsula requests that the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario, a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario;

And further that this resolution be sent to The Premier of Ontario Doug Ford, Hon. Peter Bethlenfalvy – Ontario's Minister of Finance, Rick Byers – MPP Grey/Bruce/Owen Sound, the Association of Municipalities of Ontario and all other Ontario municipalities.

We trust that you will consider our request and look forward to hearing from you in this regard.

Yours very truly,

Angie Cathrae
Director of Legislative Services/Clerk
519-534-1400 ext 122
Angie.cathrae@southbrucepeninsula.com

cc: Premier Doug Ford, Rick Byers MPP Bruce/Grey/Owen Sound, Association of Municipalities of Ontario, All Ontario Municipalities

February 8, 2024

Rural Ontario Municipal Association
Attn: Board of Directors
Via email roma@roma.on.ca

Ontario Good Roads Association
Attn: Board of Directors
Via email info@goodroads.ca

Via email

RE: return to combined ROMA and OGRA conferences

Dear ROMA & OGRA Board of Directors,

During the February 5, 2024 regular meeting of council, council in response to a notice of motion from Deputy Mayor Joel Field the following resolution passed:

MOVED: Bill Clark

SECONDED: Chad Hyatt

WHEREAS as a past attendee of combined conferences, it makes great sense for the OGRA & ROMA conferences to be returned to a combined conference effort, not only financially for the municipality but also for availability for participation of members of Council and staff; and

WHEREAS these conferences afford a vital opportunity for delegations with members of our provincial parliament, returning to a combined conference provides a better respect to their availability and participation; and

WHEREAS during the 2019 OGRA conference AGM a resolution was passed regarding the re-establishment of an annual combined conference for both OGRA & ROMA; and

WHEREAS it is understandable that little movement has happened since the resolution at the 2019 OGRA conference AGM was passed, due to delays of the COVID-19 pandemic; and

WHEREAS not all persons who wish to attend can do so in person, that a hybrid participation option be considered for the sessions;

NOW THEREFORE BE IT RESOLVED that the Council of the Town of Petrolia call upon both the ROMA & OGRA boards to re-establish a combined OGRA & ROMA annual conference.

FURTHERMORE that this resolution be forwarded to Premier Doug Ford, Minister Paul Calandra, MPP Bob Bailey and be circulated to Municipalities of Ontario; as amended

Carried

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc:

Premier Doug Ford premier@ontario.ca
Hon. Paul Calandra Paul.Calandra@pc.ola.org
MPP Bob Bailey, Sarnia-Lambton bob.bailey@pc.ola.org
Ontario Municipalities

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca







The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, February 6, 2024

Resolution # RC24016	Meeting Order: 5
Moved by: 	Seconded by: 

WHEREAS By-Law 1070-96, being a By-Law to continue and regulate a Fire Department for the Corporation of the Municipality of Fire Department;

AND WHEREAS apparatus and equipment are directly tied to the delivery of fire protection services authorized by Council in By-Law 1070-96, and a safe, reliable and diverse fleet is required to serve operational needs;

AND WHEREAS fire Apparatus is governed by industry best practices, the application of law and recognized industry partners, including the Ontario Fire Service Section 21 Guidance Notes, National Fire Protection Association Standards, The Occupational Health and Safety Act, and Fire Underwriters Survey (FUS);

AND WHEREAS Fire Underwriters Survey (FUS) is a provider of data, underwriting, risk management and legal/regulatory services focusing on community fire-protection and fire prevention systems in Canada, establishing apparatus replacement schedules based on safety and risk mitigation practices;

AND WHEREAS on January 24, 2024, Council of the Corporation of the Municipality of Wawa received the 2024 Wawa Fire Service Review by The Loomex Group that identifies and evaluates Wawa's current and anticipated fire protection needs, Fire Apparatus Fleet Report and noted the budgetary pressures of meeting FUS replacement schedules;

AND WHEREAS no provincial funding is available for new fire trucks, yet, small and rural municipalities must meet the same standards set by FUS as larger municipalities for fire equipment, including additional pressure to move fire trucks out when they reach a specific age, even though they can still meet the safety regulations;

THEREFORE, BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Wawa direct the Mayor to draft a letter to MPP Minister Todd Smith requesting a meeting to discuss the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements;

p.2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND FURTHERMORE, THAT the Mayor draft a letter to FUS requesting the creation of a new community fire-protection and fire prevention insurance system that does not put all municipalities under the same umbrella, with distinct categories for rural and urban municipalities;

AND FURTHERMORE, THAT this resolution be sent to Premier Doug Ford, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, Paul Calandra, Minister of Municipal Affairs and Housing requesting a response on this matter within 30 days of receipt;

AND FINALLY RESOLVE THAT this resolution be shared with all 444 municipalities in Ontario, The Federation of Canadian Municipalities (FCM), The Association of Municipalities Ontario (AMO), and The Eastern Ontario Wardens' Caucus (EOWC).

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general nature thereof and abstained from the discussion, vote and influence.

Clerk: _____

DEPUTY MAYOR – JIM HOFFMANN	CLERK – MAURY O'NEILL





The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, February 6, 2024

Resolution # RC24017	Meeting Order: 6
Moved by: 	Seconded by: 

WHEREAS the Wawa Cemetery Committee held a meeting on Wednesday, January 17, 2024 where the Committee received correspondence from Tay Township requesting support regarding Provincial Cemetery Management,

AND WHEREAS, under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed;

AND WHEREAS over the last decade, there has been an increase in the number of churches and local cemetery boards initiating processes to transfer ownership or abandon their owned and operated cemeteries to the local municipality due to such issues as high maintenance costs, inaccuracy of records, lack of financial and human resources to effectively operate and maintain the cemetery, increased regulatory processes regarding training, selling of interment rights, financial operation of the care and maintenance fund, etc.;

AND WHEREAS municipalities experience the same issues and pressures that churches and local boards experience with the operation and maintenance of cemeteries within its jurisdiction, and additional transfers of cemetery lands only compound the burden on municipal taxpayers;

AND WHEREAS cemeteries are important infrastructure where the reasonable costs for interment rights, burials, monument foundations, corner stones and administration charges do not sufficiently support the general operation of cemeteries;

AND WHEREAS the interest earned from the care and maintenance fund(s) of a cemetery do not provide adequate funding to maintain the cemetery with the rising costs of lawn and turf maintenance contracts and monument restoration;

p.2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Municipality of Wawa requests that the Province through the Ministry of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) consider the following to assist municipalities in this growing concern of cemetery transfers:

- Amending the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;
- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries;
- Provide free training opportunities for municipalities regarding cemetery administration; and,
- Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost;

AND FURTHERMORE, THAT this resolution be circulated to the Hon. Todd McCarthy, Ministry of Public and Business Service Delivery, Jim Cassimatis, BAO Interim CEO/Registrar, MPP Jill Dunlop and all Ontario municipalities.

RESOLUTION RESULT	RECORDED VOTE		
<input checked="" type="checkbox"/> CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/> DEFEATED	Mitch Hatfield		
<input type="checkbox"/> TABLED	Cathy Cannon		
<input type="checkbox"/> RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/> PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/> WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

DEPUTY MAYOR – JIM HOFFMANN	CLERK – MAURY O'NEILL



2297 Highway 12
PO Box 130
Brechtin, ON L0K 1B0
www.ramara.ca

February 9, 2024

Ministry of Municipal Affairs and Housing
Attn: Minister Paul Calandra
777 Bay Street, 17th floor
Toronto, ON M7A 2J3

Via email: minister.mah@ontario.ca

RE: Township of Ramara Resolution 2024.24
Request for Province of Ontario and AMO Social and Economic Prosperity
Review to Promote the Stability and Sustainability of Municipal Finances

Dear Minister Paul Calandra,

At their regular meeting on January 29, 2024, the Council of the Township of Ramara passed the following resolution:

WHEREAS current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life;

WHEREAS nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year;

WHEREAS municipal revenues, such as property taxes, do not grow with the economy or inflation;

WHEREAS unprecedented population and housing growth will require significant investments in municipal infrastructure;

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises;

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity;

WHEREAS property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need;

WHEREAS the province can, and should, invest more in the prosperity of communities;

WHEREAS municipalities and the provincial government have a strong history of collaboration.

THEREFORE, BE IT RESOLVED THAT the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario.

AND THAT staff circulate it to MPP Jill Dunlop, applicable Ministries, and Ontario Municipalities.

I trust the above is self-explanatory; however, if you require further information or clarification, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Connor".

Jennifer Connor CMO, AOMC

Director of Legislative Services & Community Services / Clerk

Cc. MPP Jill Dunlop

Via email: Jill.Dunlop@pc.ola.org



www.springwater.ca
2231 Nursery Road
Minesing, Ontario
L9X 1A8 Canada

The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

Sent via Email

February 9, 2024

Dear Premier Ford:

RE: Amendment to the Occupational Health and Safety Act to Clarify the Definition of 'Employer'

At its Regular meeting on February 7, 2024, Council of the Township of Springwater passed the following resolution:

C56-2024

That Council for the Township of Springwater endorse the resolution from the City of Greater Sudbury, and recognize resolutions from other Ontario municipalities such as the Town of Plympton-Wyoming, petitioning the province to amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project ; and,

That the resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, Doug Downey, Attorney General of Ontario and MPP for Barrie – Springwater - Oro-Medonte, the Association of Municipalities of Ontario, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

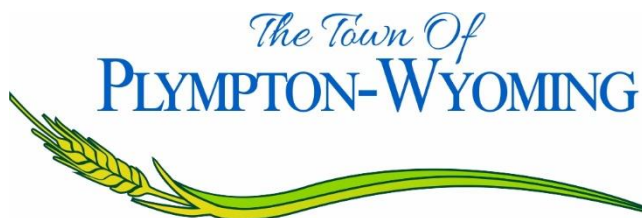
If you have any questions, please do not hesitate to contact us via email at clerks@springwater.ca or by phone at 705-728-4784.

Regards,

C. Sarah A. Elliott, B.A., Dipl. M.A.,
Committee Coordinator/Administrative Assistant

cc:

Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development;
Honourable Paul Calandra, Minister of Municipal Affairs and Housing;
Doug Downey, Attorney General of Ontario and MPP for Barrie – Springwater - Oro-Medonte;
The Association of Municipalities of Ontario; The Council of Ontario Construction Associations; The Ontario Chamber of Commerce and all Ontario municipalities.



The Honourable Doug Ford
 Premier of Ontario
premier@ontario.ca
 DELIVERED VIA EMAIL

January 15th 2024

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of 'Employer'

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on January 10th 2024, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the City of Greater Sudbury re. Amendment to the Occupational Health & Safety Act to Clarify the Definition of 'Employer'.

Motion 14

Moved by Councillor Bob Woolvett

Seconded by Councillor Kristen Rodrigues

That Council support item 'L' of correspondence from the City of Greater Sudbury re. Amendment to the Occupational Health & Safety Act to Clarify the Definition of 'Employer'.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak
 Clerk
 Town of Plympton-Wyoming

cc: Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development
 Honourable Paul Calandra, Minister of Municipal Affairs and Housing
 Bob Bailey, MPP – Sarnia-Lambton
 Association of Municipal Affairs and Housing
 Ontario's Big City Mayors
 Mayors and Regional Chairs of Ontario
 Council of Ontario Construction Associations
 Ontario Chamber of Commerce
 All Ontario Municipalities

December 12, 2023

Sent Via Email

Municipalities of Ontario

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of "Employer"

The following resolution was passed by Council of the City of Greater Sudbury on December 5, 2023:

PO BOX 5000 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCCA
200, RJJE BRADY
SUDBURY ON P3A 5P3

705.671.2489

www.greatersudbury.ca
www.grandsudbury.ca

CC2023-303: WHEREAS in 2015 the City of Greater Sudbury (the "City") entered into a contract with a contractor experienced in road construction projects to complete a project on Elgin Street in the City's downtown core;

AND WHEREAS the contract provided that the contractor would be the constructor for the project as that term is defined in the Occupational Health and Safety Act (the "Act");

AND WHEREAS an employee of the constructor operating a grader on the project struck and killed a pedestrian;

AND WHEREAS the City was charged with offences under the Act as the constructor and the employer;

AND WHEREAS after being acquitted at trial and on appeal, the Ontario Court of Appeal, in a decision issued on April 23, 2021, found the City to be liable for contraventions of the Construction Regulations as an employer as it employed quality control inspectors to monitor the quality of work on the project from time-to-time;

AND WHEREAS the Supreme Court of Canada, in a decision issued on November 10, 2023, was evenly divided 4-4 on the issue resulting in dismissal of the City's appeal;

AND WHEREAS the consequence of this decision is that municipalities in Ontario, as well as all other owners of property in the province, who wish to undertake construction, are subject to being charged and convicted as an employer for offences in relation to project sites for which they have no control and have, in accordance with the Act, contracted with an entity to assume plenary oversight and authority over the work on such site as the constructor; AND WHEREAS the potential of an owner being charged as an employer as that term is defined in the Act in circumstances where it has engaged a constructor disregards and renders meaningless the owner-constructor provisions contained in the Act and presents an unacceptable level of increased risk and confusion for owners and contractors throughout the province;

AND WHEREAS the City believes that the safety of workers is paramount however the safety of workers on construction projects in Ontario is not increased by placing liability on parties that do not have control of and are not responsible for the conduct of the work on such sites;

NOW THEREFORE BE IT RESOLVED THAT the Council for the City of Greater Sudbury requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, France Gelin, MPP for Nickel Belt, Jamie West, MPP for Sudbury, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Yours truly,

A handwritten signature in black ink, appearing to read 'Brigitte Sobush', with a large, stylized initial 'B'.

Brigitte Sobush
Manager of Clerk's Services/Deputy City Clerk

- c. Members of City Council
Eric Labelle, City Solicitor and Clerk



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1

905-563-8205

February 7, 2024

SENT VIA EMAIL: eflynn@plympton-wyoming.ca

Ella Flynn
Deputy Clerk
Town of Plympton-Wyoming
546 Niagara Street, P.O. Box 250
Wyoming, ON N0N 1T0

RE: Town of Lincoln Council Resolution – Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the Income Tax Act (Tax Credit for Volunteer Firefighters)

Please be advised that the Council of the Corporation of the Town of Lincoln at its Council Meeting held on February 5, 2024, received and supported correspondence from the Town of Plympton-Wyoming dated December 1, 2023, regarding Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the Income Tax Act (Tax Credit for Volunteer Firefighters) with the following motion:

Resolution No: RC-2024-06

Moved by Councillor JD Pachereva; Seconded by Councillor Mike Mikolic

THAT Council support and endorse the resolution within the correspondence received re: Tax Credit for Volunteer Firefighters.

CARRIED

If you require any additional information, please do not hesitate to contact the undersigned.

Regards,


Julie Kirkelos
Town Clerk

jkirkelos@lincoln.ca

JK/dp

Cc: Association of Fire Chiefs of Ontario
The Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



Lianne Rood
House of Commons
Ottawa, ON K1A 0A6

December 1st 2023

Sent via e-mail: Lianne.Rood@parl.gc.ca

Re: Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the *Income Tax Act* (Tax Credit for Volunteer Firefighters)

Dear Ms. Rood,

Please be advised that at the Regular Council Meeting on November 29th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the attached resolution from the Municipality of Wawa regarding Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the *Income Tax Act* (Tax Credit for Volunteer Firefighters).

Motion 13

Moved by Councillor Mike Vasey

Seconded by Councillor Bob Woolvett

That Council support item 'R' of correspondence from the Municipality of Wawa regarding Tax Credit for Volunteer Fire Fighters.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at eflynn@plympton-wyoming.ca.

Sincerely,

Ella Flynn
Deputy Clerk
Town of Plympton-Wyoming

cc: Sent via e-mail
Association of Fire Chiefs of Ontario – info@oafc.on.ca
The Association of Ontario Municipalities (AMO) – resolutions@amo.on.ca
All Ontario Municipalities



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 7, 2023

Resolution # RC23265	Meeting Order: 10
Moved by: <i>Cathy Fannon</i>	Seconded by: <i>J. McNeil</i>

WHEREAS Canada has 90,000 volunteer firefighters who provide fire and all hazard emergency services to their communities; in addition, approximately 8,000 essential search and rescue volunteers respond to thousands of incidents every year; and

WHEREAS many of these individuals receive some form of pay on call, an honorarium, or are given some funding to cover expenses, but they do not draw a living wage from firefighting; and;

WHEREAS without volunteer firefighters and search and rescue volunteers, thousands of communities in Canada would have no fire and emergency response coverage; and;

WHEREAS in 2013, the federal government initiated a tax credit recognizing these individuals, and calling on the federal government to increase this tax credit from \$3,000 to \$10,000; and;

WHEREAS volunteer firefighters account for 71% of Canada's total firefighting essential first responders;

- The tax code of Canada currently allows volunteer firefighters and search and rescue volunteers to claim a \$3,000 tax credit if 200 hours of volunteer services were completed in a calendar year;
- This works out to a mere \$450 per year, which we allow these essential volunteers to keep of their own income from their regular jobs, \$2.25 an hour;
- If they volunteer more than 200 hours, which many do, this tax credit becomes even less;
- These essential volunteers not only put their lives on the line and give their time, training and efforts to Canadians, but they also allow cities and municipalities to keep property taxes lower than if paid services were required;

p.2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

- It would also help retain these volunteers in a time when volunteerism is decreasing.

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Wawa call upon the Government of Canada to support Bill C-310 and enact amendments to subsections 118.06 (2) and 118.07 (2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000; and;

FURTHERMORE THAT a copy of the resolution be shared with the Association of Fire Chiefs of Ontario, Algoma Mutual Aid Association, Association of Municipalities of Ontario and all Ontario municipalities.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield	
<input type="checkbox"/>	TABLED	Cathy Cannon	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann	
<input type="checkbox"/>	WITHDRAWN	Joseph Opato	

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL

MULTI-MUNICIPAL ENERGY WORKING GROUP

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR
JIM HANNA, DEPUTY MAYOR, HURON-KINLOSS, VICE-CHAIR
1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON N0G 1L0
[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203)
jhamilton@arran-elderslie.ca

February 11, 2023

Dear Mayor and Members of Council,

The Multi-Municipal Energy Working Group (MMEWG) continues to actively follow the procurement processes the Independent Electricity System Operator (IESO) is undertaking to procure additional capacity to meet projected future energy needs. Details released regarding the Long-Term 2 Request for Proposals (LT2 RFP) has raised many concerns.

The IESO LT2 RFP calls for 5 TWh of new energy generation, and proposes that this be mostly derived from 2000 MW of new energy generation produced by mostly wind and solar by 2030. It further proposes that most of this generation could be derived by repowering on the current footprint of existing wind turbines that will reach their end of contract life between 2026 and 2034.

Since existence, the now Multi-Municipal Energy Working Group, formerly known as the Multi-Municipal Wind Turbine Working Group, has continued to advocate for stronger safety measures and best practices related to wind turbine installations across the province. To date, many of the concerns raised have not been addressed.

Severe health effects to many residents living within the vicinity of project sites have been identified and continue to jeopardized the health and well-being of many residents. The MMEWG will be making a presentation on this topic to the Grey Bruce Public Health Unit in the March in an effort to bring these concerns to the forefront in advance of the repowering of current projects.

Public safety continues to remain a paramount concern of the MMEWG. Setbacks for tower collapse remain insufficient. The current blade length plus 10 metres requirement not a strong enough protective measure for existing projects let alone repowered turbines on existing footprints. Setbacks for ice throw are also insufficient, as the blade length plus 10 metre setback is less than the ice throw distance witnessed in Ontario. Ontario has witnessed turbine fire and flaming debris on the ground at 200 metres, while setback was 50 metres. A Ministry review failed to recommend industry standard protective barriers for fire suppression in spite of examples of fires in similar turbines.

In 2013, 115 municipalities declared themselves "Unwilling Hosts" for wind turbine projects. With the expected surge in proposals given the ambitious procurement efforts

being undertaken by the IESO, and little change in the regulations, the MMEWG strongly recommends that municipalities take steps to prepare for new wind turbine projects.

This can include taking advantage of new powers to regulate wind turbine projects through the enactment of zoning by-laws that govern their locations within the municipality. Previously, the Multi Municipal group has recommended 2,000 metre setbacks between wind turbines and residential locations in place of the current 550 metres.

If your municipality is not able to put new zoning by-laws in place in a timely basis, the municipality may wish to reaffirm their unwillingness to host projects until the appropriate ministries address the concerns and make stronger rules and regulations. For consideration, a DRAFT declaration has been attached. Should your municipality declare its intention, please let us and we will continue to keep you apprised of any advancements in the industry and regulations.

The need for new electricity production capacity is real and the municipality may wish to also consider other less land intensive methods to support these requirements.

Warm Regards,

A handwritten signature in cursive script, appearing to read 'Julie Smith'.

p.p.

Tom Allwood,
Chair, Multi-Municipal Energy Working Group
Councillor, Municipality of Grey Highlands

DRAFT

Independent Electrical System Operator
By email: engagement@ieso.ca

Re: Municipality/Township of _____ – Wind Turbine Projects

Please be advised at the Municipality/Township of _____ Council meeting held on _____, the following resolution was approved:

WHEREAS the Independent Electrical System Operator (the IESO) has proposed to move forward with three RFPs where new wind turbine projects can receive a contract from the IESO; and

WHEREAS people living near existing wind turbines report considerable impact on their lives due to noise and other emissions from the wind turbines; and

WHEREAS there are gaps in the enforcement of key terms of the Renewable Energy Approvals governing existing projects relative to noise standards and resolution of complaints; and

WHEREAS municipal approval is required to locate one of these projects in the Municipality/Township of _____; and

THEREFORE BE IT RESOLVED THAT the Council does not support the establishment of any new wind turbine projects within the municipality; and

THAT the IESO be directed to advise potential applicants of this resolution.

Sincerely,

Clerk, Municipality/Township of _____

c:

The Hon. Todd Smith - Minister of Energy - MinisterEnergy@ontario.ca

David Donovan, Chief of Staff, david.donovan@ontario.ca

Association of Municipalities of Ontario - policy@amo.on.ca

Local MPP

Multi-Municipal Energy Working Group – jhamilton@arran-elderslie.ca

Office of the
County Warden



9 INTERNATIONAL DRIVE
PEMBROKE, ON, CANADA
K8A 6W5
613-735-7288
FAX: 613-735-2081
www.countyofrenfrew.on.ca

January 31, 2024

The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

DELIVERED VIA EMAIL

RE: Rural and Small Urban Municipalities – Affordability of Water and Wastewater Systems

Dear Premier Ford,
Please be advised that at the Regular Council Meeting on January 31, 2024, The County of Renfrew passed the following resolution:

WHEREAS the Provincial Policy Statement (PPS) (Section 1.6.6.2) states that municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety and that intensification and redevelopment within these settlement areas should be promoted; and

WHEREAS the PPS (Section 2.2.1 (f)) states that planning authorities shall protect, improve, or restore the quality and quantity of water by implementing the necessary restrictions on development and site alternation to protect all drinking supplies and designated vulnerable areas, and protect, improve, or restore vulnerable surface and ground water, sensitive surface water features and sensitive groundwater features, and their hydrologic functions; and

WHEREAS the PPS (Sections 2.2.1(h) and (i)) states that there is consideration of environmental lake capacity as well as stormwater management practices; and

WHEREAS the Ministry of the Environment, Protection and Conservation (MECP) Procedural Guideline B-1-5 Policy 2 provision states that water quality which presently does not meet the Provincial Water Quality Objectives shall not be further degraded and all practical measures shall be undertaken to upgrade the water quality to the Objectives; and

WHEREAS in 2014 the Township of Whitewater Region authorized Jp2gConsultants Inc. to undertake a Municipal Class Environmental Assessment (EA) for the purpose of evaluating viable options to upgrade the 1979 Cobden Wastewater Treatment Plant. This plant did not meet guidelines for effluent flow into Muskrat Lake and Cobden Wetland being highly sensitive, at-capacity, inland lake, and Provincial Significant Wetland (PSW) and acknowledged as one of

the most eutrophic in the province. The plant had ongoing seasonal overflow events, and was operating at maximum capacity; and

WHEREAS in 2018 the Council of the Township of Whitewater Region approved the construction of a new parallel mechanical system that would meet all provincial environmental and regulatory requirements including accommodating future growth. Federal and provincial contributions only covered 50% of the final construction costs, as there was no ability to renegotiate with federal and provincial partners once real costs were known. As a result, the balance of costs (\$6M) was debentured over 30 years at interest rates that are slightly punitive to rural and small urban municipalities; and

WHEREAS in 2019 the Council of the Township of Whitewater Region conducted a Water and Wastewater Rate Study that demonstrated the need for rate increases of over 100% to fund the new wastewater treatment plant construction debenture and the significantly increased operating costs for a parallel mechanical system. Rural and small urban municipalities experience very limited growth as federal and provincial policies heavily support growth in urban centers. As there are no other sources of available operational funding, rural and small urban municipalities are expected to fund the construction and operation of these state-of-the-art systems from existing property owners and nominal forecasted growth; and

WHEREAS in 2023 the Township of Whitewater Region combined water and wastewater rates have risen to almost \$3,000/year for its five hundred and eleven (511) users and are among the highest in the County of Renfrew and across the Province of Ontario. There are similarly high user rates in the Township of Madawaska Valley as a result of Provincial regulations and a small number of users. Other examples of rapidly increasing rates include the Towns of Deep River, Renfrew, Arnprior, Laurentian Hills, and Petawawa, and the Townships of Bonnechere Valley, Laurentian Valley and Killaloe, Hagarty and Richards, where significant upgrades in short periods of time are making rates unaffordable even with an increased number of users.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the County of Renfrew:

Advocate to the provincial and federal levels of government to make them aware that rural and small urban water and wastewater systems are financially unsustainable; and Advocate to the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipalities Association (ROMA) and the Federation of Canadian Municipalities (FCM) to examine if the unaffordability of water and wastewater system operational costs is systemic provincially and nationally.

AND THAT a copy of this resolution be circulated to The Honourable Doug Ford, Premier of Ontario; the Honourable Kinga Surma, Minister of Infrastructure (Ontario); the Honourable Dominic LeBlanc, Minister of Intergovernmental Affairs, Infrastructure and Communities (Canada); the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks (Ontario), Cheryl Gallant, MP, Renfrew-Nipissing-Pembroke, John Yakabuski, MPP, Renfrew-Nipissing-Pembroke and Parliamentary Assistant to the Minister of the Environment, Conservation and Parks; AMO; ROMA; FCM; and all Municipalities in Ontario.

If you have any questions regarding the above resolution, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Emon', with a long horizontal flourish extending to the right.

Peter Emon, Warden

County of Renfrew

warden@countyofrenfrew.on.ca

cc: Honourable Kinga Surma, Minister of Infrastructure (Ontario)
Honourable Dominic LeBlanc, Minister of Intergovernmental Affairs, Infrastructure and Communities (Canada)
Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks (Ontario), Cheryl Gallant, MP, Renfrew-Nipissing-Pembroke
John Yakabuski, MPP, Renfrew-Nipissing-Pembroke and Parliamentary Assistant to the Minister of the Environment, Conservation and Parks
AMO; ROMA; FCM; and all Municipalities in Ontario.



February 13, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Delivered electronically to premier@ontario.ca

Re: Social and Economic Prosperity Review

In October 2023, the Association of Municipalities of Ontario (AMO) called upon you as Premier to agree to an update of the provincial-municipal partnership by conducting a social and economic prosperity review: a joint review of revenues, costs and financial risks and a detailed analysis of Ontario's infrastructure investment and service delivery needs.

At the regular meeting of the Western Ontario Wardens' Caucus on Friday, February 9, 2024, the Caucus supported AMO with the following resolution;

Moved by R. Ehgoetz, seconded by D. Canniff:

WHEREAS current municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life;

WHEREAS nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year;

WHEREAS municipal revenues, such as property taxes, do not grow with the economy or inflation;

WHEREAS unprecedented population and housing growth will require significant investments in municipal infrastructure;

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises;

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity;

WHEREAS property taxpayers – including people on fixed incomes and small businesses can't afford to subsidize income re-distribution programs for those most in need;

WHEREAS the province can, and should, invest more in the prosperity of communities;

WHEREAS municipalities and the provincial government have a strong history of collaboration;

THEREFORE, BE IT RESOLVED THAT the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario.'; and

FURTHER THAT a copy of this motion be sent to the Premier of Ontario (premier@ontario.ca); Minister of Municipal Affairs and Housing (minister.mah@ontario.ca); the Minister of Finance (minister.fin@ontario.ca); and to the Association of Municipalities of Ontario (amo@amo.on.ca).” - **CARRIED**

As you know, Ontario's municipal governments provide critical services that residents rely on most every day. The ability to provide these services depends on a fiscal framework that enables municipalities to balance revenues and expenditures responsibly and fairly, reflecting local circumstances and priorities.

Municipalities across Ontario are also facing increasingly complex challenges, such as tackling homelessness and climate change, without the financial tools to solve them. In 2022, municipal expenditures outpaced provincial contributions by nearly \$4 billion in areas of provincial responsibility including social housing, long-term care, land ambulance, social services, and childcare.

This current arrangement makes it impossible for municipalities to invest in the infrastructure needed to support housing and economic growth, or to prepare for the impacts of climate change. Property taxpayers, including small business owners and seniors on fixed incomes, can't afford to pay for the province's affordability and homelessness crisis.

Taxpayers expect governments to work together to solve problems.

We look forward to collaborating with you on this critical review.

Sincerely,



Glen McNeil
Chair, Western Ontario Wardens' Caucus

cc.

Hon. Paul Calandra, Minister of Municipal Affairs and Housing, minister.mah@ontario.ca
Hon. Peter Bethlenfalvy, Minister of Finance, minister.fin@ontario.ca
Association of Municipalities of Ontario, amo@amo.on.ca
Western Ontario MPPs
Western Ontario Municipalities



Staff Report

Report To: Council
Report From: Geoff Aitken, CET – Manager, Public Works
Meeting Date: February 6, 2024
Subject: IPW-2024-03 – SVCA – Category 2 Programs and Services Agreements

Recommendations:

THAT in consideration of staff report 'IPW-2024-03 - SVCA – Category 2 Programs and Services Agreements', council authorizes the mayor and clerk to execute all necessary documents to enter into three separate five-year category 2 agreements for the Neustadt Dam Floodwall, Meux Creek, and Neustadt Creek.

Highlights:

- In 2018 the provincial government made a commitment to work collaboratively with municipalities and stakeholders including conservation authorities.
- The aim was to ensure conservation authorities focus on their core mandates.
- Conservation authorities' core mandates include protecting people and property from flooding in addition to other natural hazards.
- As a result, the *Conservation Authorities Act* was amended to give the province the authority to define core mandates.
- This has resulted in "categorization" of conservation authority programs and services.

Previous Report/Authority:

[IPW-2023-15 – SVCA - Category 3](#)

Analysis:

On November 9, 2023, Saugeen Valley Conservation Authority (SVCA) met with West Grey staff to review a proposed five-year transitional maintenance and inspection category 2 agreement for the Neustadt Dam between SVCA and the municipality. Upon

completion of the five-year term, West Grey would “wholly assume” these responsibilities. See attached cover letter and agreement. An inspection report was also presented by SVCA staff regarding the dam. In summary, the dam is in extremely poor condition and will be discussed further in a separate subsequent staff report.

The initial email from SVCA that included the cover letter and five-year agreement for the dam, stated, in part:

“For further clarity, it is the intent of the agreement for SVCA to cease inspection and maintenance of the Neustadt Dam after the five-year term has ended. These agreements are intended to allow for an appropriate transition of inspection and maintenance activities back to the member municipality (or their delegate).”

West Grey is also in receipt of two additional category 2 programs and services agreements: one for the Meux Creek weir and a second for the Neustadt Flood Control Works-Neustadt Creek. Inspection reports for these two structures will be addressed further in the proposed subsequent staff report that will discuss the inspection report for the Neustadt dam.

If council wishes to enter into the five-year transitional agreements with SVCA, for inspection and maintenance services, council will need to authorize the mayor and clerk to sign all necessary documents to enter into the agreements. Given the extremely poor condition of the dam and less than stellar inspection reports for all three structures, the advantage of a five-year term is that it would allow West Grey to develop an action plan.

Over the course of the proposed five-year category 2 agreements (three agreements in total), the total five-year cost for SVCA services is \$57,000. Previously these costs were included as part of the levy. This does not include capital expenses. During the 2024 budget process, council allocated \$19,700 (cost for year one of a five-year agreement); however, council has not yet authorized the mayor and clerk to enter into the category 2 agreements.

Alternatively, for the Neustadt Dam, there is an option to enter into a release agreement with SVCA. SVCA has confirmed that release agreements could also be drafted for the Meux Creek weir and the Neustadt Flood Control Works-Neustadt Creek. Once again, council needs to authorize the mayor and clerk to sign all necessary documents to enter into release agreements with SVCA. Council is reminded that the maintenance and inspection activities covered under the proposed five-year agreement must still occur. West Grey would need to solicit its own consultant for these services effective immediately. This would be difficult and could result in poor performance; further, there is no financial advantage to the release agreement(s); nor are municipal staff qualified to perform the proposed inspections. Staff do not recommend the release agreements.

What is unique about these services is that they are mandatory in the sense that the tasks must be completed. However, they do not necessarily need to be completed by

the SVCA. The advantage of using SVCA is that some of the work is contracted to a consultant with expert staff in this field. The SVCA has a bundle of 70 plus structures which includes the West Grey structures. Likely, West Grey would need to use the same consultant without the competitive advantage of 70 structures.

Financial Implications:

Over the life of the proposed five-year transitional maintenance and inspection category 2 agreements, the total operational cost for all three agreements is \$57,000 with year one costing \$19,700. Year one costs are included in the 2024 operating budget which are in addition to the annual SVCA levy and category 3 expenses. Historically the costs for these services were part of the levy. They are now a separate cost. Unfortunately, there is no offsetting reduction in the 2024 SVCA levy.

The larger financial and operational impact will be the capital costs that will be required to either remove or replace some of the structures. The proposed capital costs are in addition to the annual levy, category 2 costs and category 3 costs. These are:

Neustadt Dam

The Neustadt Dam is in extremely poor condition and needs to be removed. In 2023, SVCA estimated construction costs to be at least \$500,000 for removal. The removal of the dam requires an Environmental Assessment (EA) and a permit under the Lakes and Rivers Improvement Act. SVCA estimated the cost for the EA at \$100,000.

Meux Creek Weir

The inspection report for Meux Creek weir shows that the weir at Lions Park needs to be replaced. SVCA has estimated the cost for engineering, permitting, and tendering at \$50,000 with construction estimated at \$200,000.

Neustadt Flood Control Works-Neustadt Creek

Although there is no cost to the category 2 agreement for this structure; there is a maintenance activity estimated by SVCA to cost \$70,000. This is related to removing vegetation and repairing some of the gabion baskets which are negatively impacting hydraulic capacity of the structure.

For all three projects discussed above, there is no provincial nor federal funding. Without continued substantial tax increases, prioritizing dam removal, weir replacement and/or repairing hydraulic capacity will result in other infrastructure projects and/or fleet replacement being delayed to finance these projects. None of these expenses are included in either West Grey's 2024 operating or capital budgets, nor is there an offsetting reduction to the SVCA levy. There is no timetable for this work.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the Municipality of West Grey website.

Consultation:

GSS Engineering Consultants Ltd

Director, Infrastructure and Development/CBO

Director, Finance/Treasurer

Director, Legislative Services/Clerk

Attachments:

Correspondence from SVCA dated September 25, 2023

Meux Creek Weir Agreement

Neustadt Dam Floodwall Agreement

Neustadt Creek Agreement

Release Agreement

Summary of Costs

Recommended by:

Geoff Aitken, Manager, Public Works

Karl Schipprack, Director, Infrastructure and Development/CBO

Submission approved by:

Laura Johnston, Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Manager of Public Works at publicworks@westgrey.com or 519-369-2200 x 227.

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on January 1st, 2024 and shall continue for five (5) years to and including December 31st, 2028 (the “Term”), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule ‘A’ of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule ‘B’ funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule ‘B’, capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule ‘C’ to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
6. Costs identified in Schedule ‘C’ are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not

been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: _____

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have the Authority to bind the Corporation.

Schedule 'A' – Meux Creek Weir, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Meux Creek Weir is located within the limits of geographic Village of Neustadt, in Lion's Park, approximately 440 m downstream of Queen Street. The weir is accessible via the roadway system within the park and on foot from the parking area.

Municipality:	Municipality of West Grey, geographic Village of Neustadt
Roll No.:	420502000106401
Legal Description:	DAVID WINKLER PARKWAY PLAN;163 PT PARK LOTS 22,123; LIONS PARK & Municipal Road Allowance

Description:

The Meux Creek Weir was constructed in the 1980s, alongside the Neustadt Flood Control Works – Meux Creek project, to stabilize the watercourse banks and protect municipal infrastructure.

The Meux Creek Weir is a small control structure that is comprised of gabion baskets and concrete. A concrete apron was poured on top of the gabion baskets and forms the top and downstream faces of the weir. The gabion baskets extend upstream and downstream of the weir on both sides of Meux Creek. Large round stones have been placed on the downstream side of the weir to act as erosion protection. The purpose of the weir is to provide energy dissipation for Meux Creek.

2022 External Engineering Inspection:

Public Safety Summary

No public safety measures were identified at the Meux Creek Weir in Neustadt Lion's Park.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- No public safety signage present at the site.
- The creek channel and weir would be hazardous during high flow events.

Operator Safety Summary

There are no operations required at the Meux Creek Weir as it is a self-regulating fixed overflow structure.

Potential operator safety issues include:

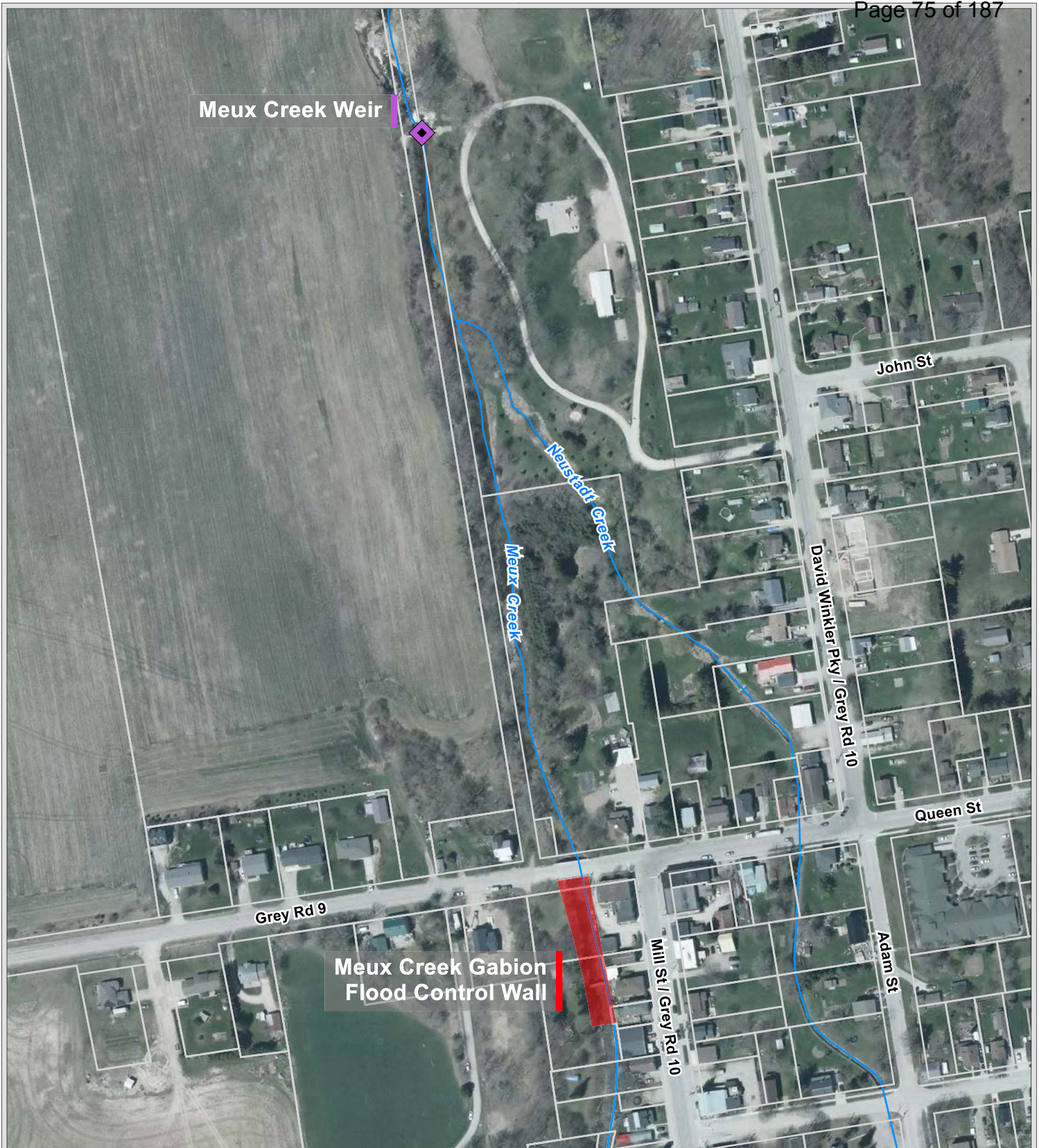
- Working around water may require the use of a life jacket or PFD.
- The weir would be hazardous during high flow events.

Condition Summary

In general, the Meux Creek Weir was observed to be in poor condition. The weir has signs of concrete deterioration (cracking and spalling), the gabion baskets are corroded, and there is erosion/slope failure upstream and downstream of the structure.

Recommendations

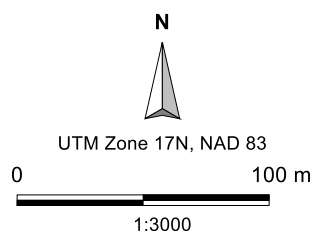
The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Meux Creek Weir.







The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

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This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2022.



Legend

-  Weir
-  Permanent Watercourse
-  Parcel Fabric
-  Flood Control Wall

Neustadt

Meux Creek



Table 2 – Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Management System				
1. Establish a regular frequency for engineering inspections (i.e., annually or bi-annually) as well as routine inspections by staff (i.e., monthly).	There were no records of past routine inspections, other than photos taken in 2013, 2014, 2016, 2017 and 2018. The SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. annually or bi-annually) as well as routine inspections by staff (i.e. monthly).	Immediate	\$2,500	The estimated cost shown is for the completion of an annual or bi-annual inspection by a qualified consulting engineering firm and assumes that the SVCA would have a number of flood and erosion control structures inspected as part of the same contract. The cost for a standalone inspection of the Meux Creek structures would be estimated as \$5,000. It is assumed that the routine inspections would be completed by SVCA staff as part of their regular duties.
2. Monitor the gabion baskets on the right bank of Meux Creek upstream of Queen Street and implement modifications/repairs as required but before they begin to fail and restrict flows within the channel.	The steel on the bottom of the gabion baskets on the right bank of Meux Creek upstream of Queen Street are in poor condition and will continue to deteriorate over time.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.
Public Safety				
4. Install public safety signage at the Meux Creek Weir in Neustadt Lions Park. The signage should be installed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011) and the Guidelines for Public Safety Around Dams (CDA, 2011).	There are no public safety signs installed at the Meux Creek Weir in Neustadt Lions Park and the area could be hazardous under certain conditions.	High	\$2,000	It is assumed that the SVCA would purchase the signs and posts but that the labour would be provided by SVCA staff as part of their regular duties.
Minor Maintenance				
10. Remove all trees and other woody vegetation growing within 1 m of the top/back of the gabion basket wall on the right bank of Meux Creek upstream of Queen Street.	There were trees noted growing behind the gabion basket wall on the right bank of Meux Creek upstream of Queen Street. Over time, root growth could contribute to the deterioration and movement of the gabion baskets.	Medium	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Major Maintenance				
12. Carry forward with the planned rehabilitation work of the gabion baskets on the left bank of Meux Creek upstream of Queen Street.	The gabion baskets on the left bank of Meux Creek upstream of Queen Street were noted to be in poor condition and it was understood that there is project underway to make the required repairs.	High	Per Engineer's Estimate	It is assumed that a detailed cost estimate for this work has already been prepared by the design engineer.
13. Replace the Meux Creek Weir in Neustadt Lions Park and provide appropriate erosion protection and stabilization measures within the creek channel and on the upstream and downstream creek banks.	Meux Creek Weir in Neustadt Lions Park is in poor condition with deteriorating concrete and corroded and broken gabion baskets.	Low	\$200,000	This cost estimate is provided for high level budget preparation only. The final cost will depend on the selected design and construction methodology. Estimate includes \$50,000 for engineering, permitting and tendering.

Schedule 'B' – Meux Creek Weir, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The maintenance activities listed below would be performed in the absence of a public safety plan and other recommended studies as prescribed by the most recent external engineer inspection report.

- Installation and maintenance of signage
- Vegetation control

Inspection:

- Bi-annual inspection and subsequent inspection reports by SVCA staff
- Coordination of one inspection during the term agreement by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the weir structure

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Meux Creek Weir. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Replacement of the Meux Creek Weir
- Installation of erosion protection and stabilization measures within the creek channel, upstream and downstream of creek banks, and on weir itself

Schedule 'C' – Meux Creek Weir, Municipality of West Grey

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$2,500.00
Vegetation control	As needed	Over the 5 year term	\$3,000.00
Inspections	Internal, with reporting	Bi-annual	\$7,500.00
Engineer inspection	External	Once every 5 years (2028)	\$2,500.00
5 YEAR TOTAL			\$15,500.00

Notes:

- The above cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Additional repair and/or maintenance work may be required within the five-year budget period.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA staff will seek written approval from the Municipality of West Grey should external engineering costs be greater than 20% of the estimated cost.
- All maintenance and inspection costs shall be in accordance with SVCA's Purchasing Policy.
- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects are not included in the cost estimates above and will not be undertaken by SVCA staff without SVCA Board of Directors approval.
- Inspection and/or maintenance of the adjacent pedestrian bridge is not included in this agreement.

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on January 1st, 2024 and shall continue for five (5) years to and including December 31st, 2028 (the “Term”), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule ‘A’ of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule ‘B’ funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule ‘B’, capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule ‘C’ to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
6. Costs identified in Schedule ‘C’ are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not

been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: _____

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have the Authority to bind the Corporation.

Schedule 'A' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Neustadt Dam and Flood Control Wall are located within the limits of geographic Village of Neustadt, upstream of Queen Street on Meux Creek. The dam was accessed via Grey Road 10 (Jacob Street) in Neustadt. The Flood Control Wall is connected to the Neustadt Dam.

Municipality: Municipality of West Grey, geographic Village of Neustadt

Roll No.: 420502000110101

Legal Description: CON 13 PT LOT 2 RP 17R1383; PARTS 1 & 7 TO 10

Description:

The Neustadt Dam was originally constructed in the 1850's to support a sawmill and flour and grist mill; however, it is believed that the current dam structure was constructed in the 1920's. The right (west) section of the dam is thought to be original whereas the left (east) section of the structure was reconstructed in 1976 with a poured concrete retaining wall.

In 1991, SVCA and the Municipality of West Grey constructed the Flood Control Wall at the dam and mill buildings to help contain floodwaters within the channel. The Flood Control Wall was designed to contain a 1:100-year flood event. During a flood event, a board can be installed between the dam and the flood control wall (within the 'C' channel) to contain floodwater within Meux Creek. SVCA staff understand that installation of the flood control board is completed by the local fire department.

2022 External Engineering Inspection:

Public Safety Summary

The public safety measures that have been installed at the site include:

- The pedestrian bridge, deck and flood control wall have railings with chain link fence installed.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- No public safety signage present.
- Railings do not meet the Ontario Building Code requirements.

Operator Safety Summary

The dam is not currently operable, and the existing railing does not meet the requirements for a guard rail under Ontario Regulation 851.

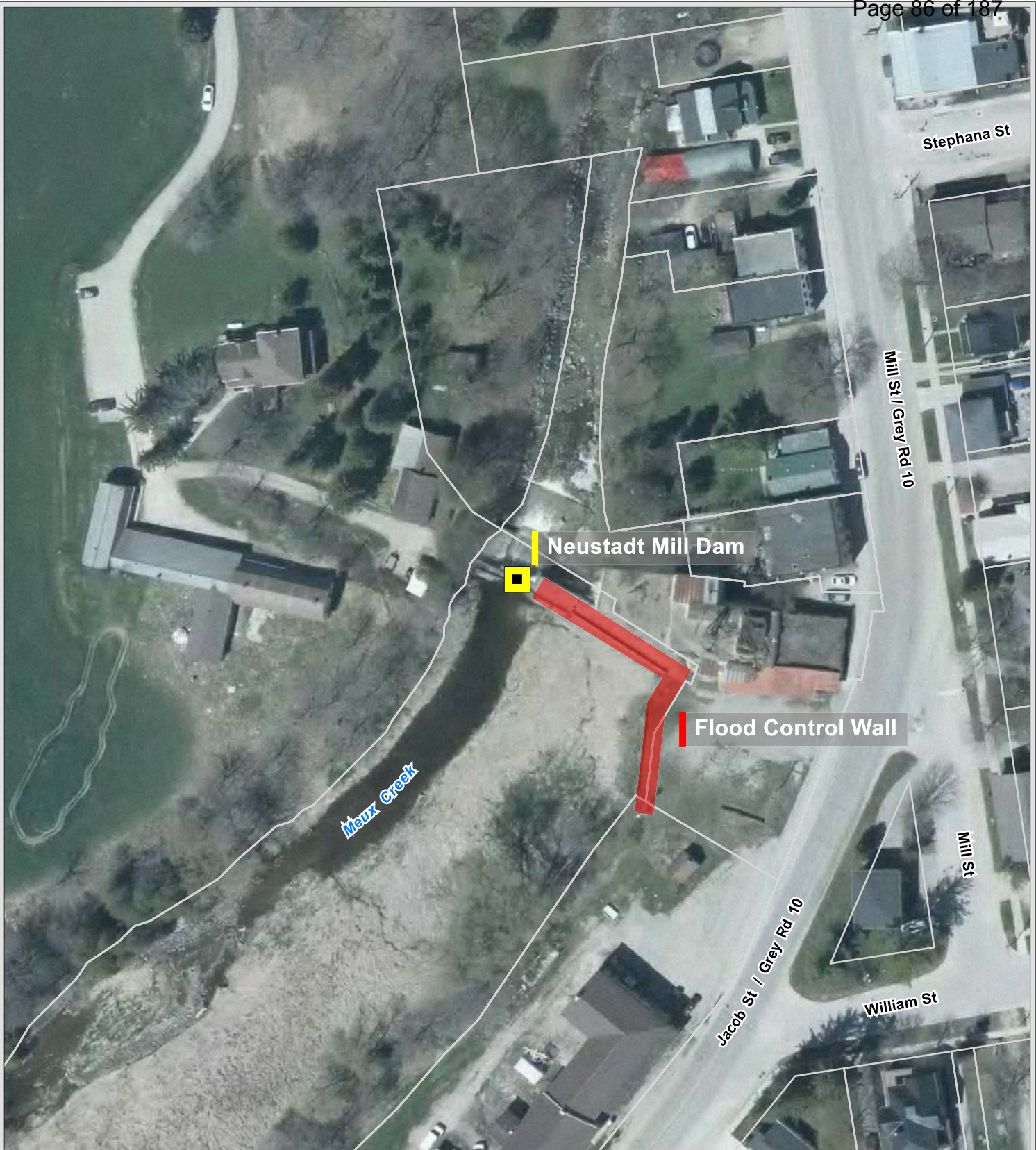
The flood control wall does not contain any operable components.

Condition Summary

In general, the dam was observed to be in very poor condition and is considered to be a public safety hazard. The Flood Control Wall was found to be in fair condition with varying degrees of scaling, worsening towards the base, and honeycombing around construction joints. The upstream face of the flood control wall had sporadic cracking with efflorescence noted.

Recommendations

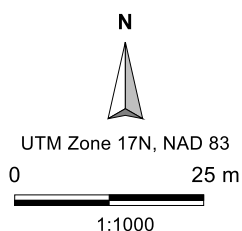
The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Neustadt Dam and Flood Control Wall.



The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

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This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2022.



Neustadt

Neustadt Mill Dam



Table 2 – Dam Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Public Safety				
1. While the dam removal is being planned, block public access to the dam structure with fencing/gates and place public safety around dams signage on the gates. The public safety signs shall be installed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011).	There are significant public safety hazards at the structure, the public has access to the structure and it may take some time to plan and obtain funding for the dam removal.	Immediate	\$10,000	
Major Maintenance				
2. Remove the dam and restore the creek channel. Considerations may need to be given to maintaining the flood control wall.	The dam is in poor to very poor condition, is a public safety hazard and does not serve a purpose for the SVCA or the Municipality of West Grey.	High	\$500,000	A Class Environmental Assessment (Conservation Ontario) and a permit under the Lakes and Rivers Improvement Act from the Ministry of Natural Resources and Forestry may be required before the dam can be removed. The cost of a Class Environmental Assessment study, including public consultation, is estimated as \$100,000.

Schedule 'B' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The maintenance activities listed below would be performed in the absence of a public safety plan and other recommended studies as prescribed by the most recent external engineer inspection report.

- Installation and maintenance of signage
- Restricting public access to the dam structure (i.e., placing concrete blocks or securing temporary fencing). Communication relevant to restricting public access would be the responsibility of the Municipality of West Grey, although SVCA could aid in the development of communication materials.
- Re-sealing construction joints and replacement of expansion joints, as needed
- Minor concrete repairs, as needed
- Vegetation control

The above maintenance activities are contingent on SVCA staff having full, unobstructed access to the site and permissions from all affected landowners.

Inspection:

- Quarterly inspections and subsequent inspection report by SVCA staff
- Coordination of annual inspection by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the dam and flood control wall

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Neustadt Dam and Flood Control Wall. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Consider options for dam removal: potentially including further actions such as an Environmental Assessment, engineering fees, additional studies and approvals.

Schedule 'C' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$5,000.00
Restrict public access	Concrete block or temp fencing	Once	\$3,500.00
Concrete joints	Re-seal / replacement	As needed	\$3,000.00
Inspections	Internal, with reporting	Quarterly	\$15,000.00
Engineer inspection	External	Annual	\$15,000.00
5 YEAR TOTAL			\$41,500.00

Notes:

- The above cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Additional repair and/or maintenance work may be required within the five-year budget period.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA staff will seek written approval from the Municipality of West Grey should external engineering costs be greater than 20% of the estimated cost.
- All maintenance and inspection costs shall be in accordance with SVCA's Purchasing Policy.
- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects are not included in the cost estimates above and will not be undertaken by SVCA staff without SVCA Board of Directors approval.

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on January 1st, 2024 and shall continue for five (5) years to and including December 31st, 2028 (the “Term”), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule ‘A’ of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule ‘B’ funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule ‘B’, capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule ‘C’ to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
6. Costs identified in Schedule ‘C’ are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not

been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: _____

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have the Authority to bind the Corporation.

Schedule 'A' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Neustadt Flood Control Works – Neustadt Creek project is located within the limits of geographic Village of Neustadt. The project can be accessed via the public road system as well as easements across private property.

Municipality: Municipality of West Grey, geographic Village of Neustadt

Roll No. & Legal Description: Various, SVCA registered easements and municipal road allowances

A Category 2 agreement is offered for maintenance and inspection of watercourse crossings associated with the Neustadt Flood Control Works – Neustadt Creek project within the following municipal road allowances: William Street, Adam Street, Stephana Street, and Queen Street.

Description:

The Neustadt Flood Control Works - Neustadt Creek was constructed in 1982 to reduce the frequency of flooding in Neustadt and to minimize erosion.

This flood control project involved deepening and widening the existing channel, installation of gabion baskets, replacing and upgrading road crossings and enclosing the channel downstream of Queen Street. Gabion drop structures were included in the overall project work for energy dissipation. The total project length is approximately 600 m, with 300 m being lined with gabion baskets. There are also three road crossings that were constructed as part of this project.

2022 External Engineering Inspection:

Public Safety Summary

Minimal public safety measures were identified at the Neustadt Flood Control Works on Neustadt Creek. Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- There are no warning signs at the inlets of the culverts and the culvert grates have been removed.

- Railings provided do not meet the current standards and there are no railings in some locations.
- Graffiti was noted within the William Street and Queen Street culverts indicating that some members of the public are entering these potentially hazardous areas.

Operator Safety Summary

Potential operator safety issues include:

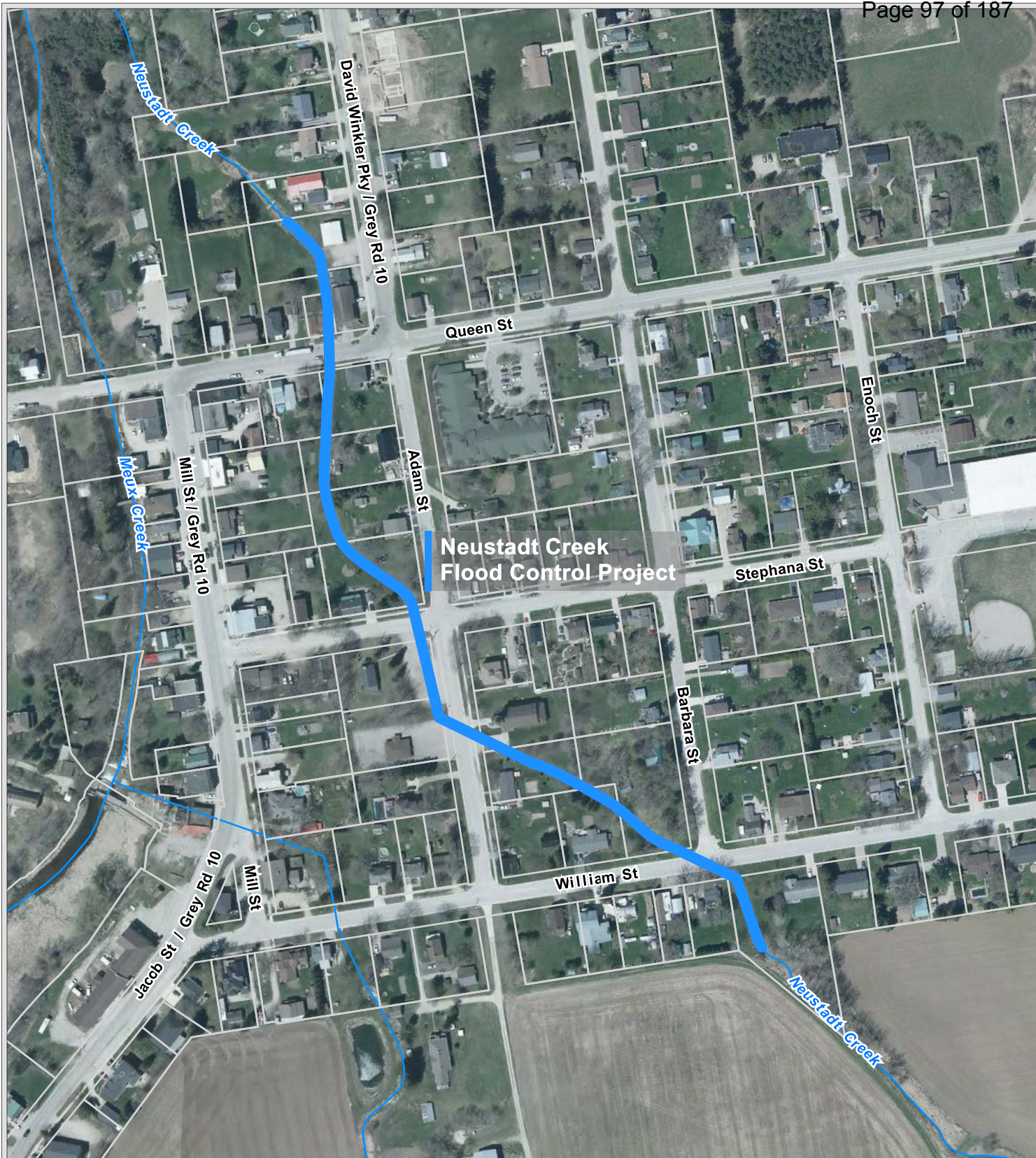
- Working around water may require the use of a life jacket or PFD.
- The railings and work platforms on the upstream and downstream sides of the Adam Street / Stephana Street culvert are a hazard for operators and may also be a public safety hazard.

Condition Summary

In general, the flood control works were observed to be in fair to good condition. The base of many gabion baskets are broken due to corrosion; however, minimal ballast was escaping. There is a build-up of vegetation and sediment throughout the majority of the channel sections and a number of deficiencies associated with the culvert crossing structures were identified.

Recommendations

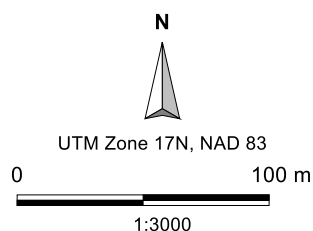
The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Neustadt Flood Control Works – Neustadt Creek project.



The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

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This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2022.



Neustadt

Neustadt Creek Flood Control Project



Table 2 – Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Management System				
1. Establish a regular frequency for engineering inspections (i.e. five years) as well as routine inspections by staff (i.e. annually).	There are limited past inspection records available and the SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. five years) as well as routine inspections by staff (i.e. annually).	Immediate	\$2,500	The estimated cost shown is for the completion of an engineering inspection by a qualified consulting engineering firm and assumes that the SVCA would have a number of flood and erosion control structures inspected as part of the same contract. The cost for a standalone inspection would be estimated as \$10,000. It is assumed that the routine inspections would be completed by SVCA staff as part of their regular duties.
2. Monitor the condition of the various culvert and gabion basket sections and undertake localized repairs as required.	A number of small deficiencies were identified throughout the gabion basket and culvert structures.	Ongoing	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties.
3. Confirm the location and the extent of the easements owned by the SVCA and develop communication tools to inform local property owners about the presence of the easement on their property as well as acceptable uses of their lands within the easement.	Private infrastructure, such as pedestrian bridges, drainage pipes, and sheds, have been constructed over top of or adjacent to the gabion basket walls. There are some locations where equipment/tools, construction material and firewood are being stored on the gabion basket walls. Additionally, there is one section of the flood control channel upstream of Queen Street where a wire fence has been installed right to the front edge of the gabion basket wall, making it hard to pass through. The easement limits were not clear during the site inspection.	Ongoing	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Public Safety				
4. Add public safety signage to each of the culvert headwalls. The signs should read "DANGER KEEP OUT" and the wording should be large enough that it can be seen from outside of the flood control channel.	There are no warning signs at the inlets of the culverts and the culvert grates have been removed.	Immediate	\$2,500	It is assumed that this would be completed by SVCA staff as part of their regular duties using purchased materials.
5. Replace the railings on the various concrete headwalls with railings that meet current Ontario Building Code requirements.	The railings that are in place do not meet the Ontario Building Code Requirements.	High	\$10,000	
6. Remove the railings and work platforms on the upstream and downstream sides of the Adam Street/Stephana Street culvert. Replace with proper work platforms and railings if these structures are required for SVCA operation.	The railings and work platforms on the upstream and downstream sides of the Adam Street/Stephana Street culvert are a hazard for operators.	High	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties. Cost to replace the work plat forms, if required, would depend on the type of work platform required.
Minor Maintenance				
7. Clear sediment and vegetation from in the channel to ensure that is has the hydraulic capacity required to convey the design flood flows. At the same time, undertake repairs to the bottom row of gabion baskets and remove trees and woody debris from near the top of the gabion basket walls.	There is vegetation growth and sediment accumulation within the flood control channel. This has the potential to affect the hydraulic capacity of the system, reducing the flood protection it is intended to provide.	Medium	\$70,000	It is assumed that the SVCA would retain a contractor to carryout this work. Permitting from the DFO and SVCA may be required.

Schedule 'B' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The following maintenance activities would be completed on the watercourse crossings located within the municipal road allowances identified in Schedule 'A':

- Installation and maintenance of signage
- Minor concrete repairs and joint sealing, as needed
- Removal of railings and work platforms on the upstream and downstream sides of the Adam Street and Stephana Street culvert (if being replaced or no longer needed)
- Clear sediment, vegetation, and/or other woody debris inside watercourse crossings

The above maintenance activities are contingent on SVCA staff having full, unobstructed access to the site.

Inspection:

- Annual inspection and subsequent inspection report by SVCA staff
- Coordination of one inspection during the term agreement by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the watercourse crossings.

The above inspection activities do not include review of overlying road conditions, such as asphalt, curb and gutter, municipal sewers and watermain, sidewalk, guiderails, or any other municipal infrastructure not related to the watercourse crossings.

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Neustadt Flood Control Works – Neustadt Creek project. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Replacement of railings on various concrete headwalls with railings that meet current Ontario Building Code requirements
- Replacement of the Adam Street and Stephana Street work platforms and railings

Schedule 'C' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Category 2 Cost

The maintenance and inspection activities identified in Schedule 'B', within the municipal road allowance would occur concurrently with other, mandatory activities completed within SVCA's easements on the Neustadt Flood Control Works – Neustadt Creek project. SVCA staff costs related to these items would be included in the annual SVCA budget, divided between special benefitting and general levy (60/40), as approved by SVCA's Board of Directors.

Notes:

- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects within the municipal road allowance are not included in any cost estimates and will not be undertaken by SVCA staff without SVCA Board of Directors approval.
- Internal inspections by SVCA staff may or may not be sufficient to address Municipal regulations associated with a watercourse crossing or bridge, such as the *Municipal Act*, *Public Transportation and Highway Improvement Act* or *Bridge Code*. SVCA internal inspections will focus on the ability of the structure to convey flows and note general deficiencies.

Table 1
Summary of Estimated Category 2 Costs

Structure	Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Total
		2024	2025	2026	2027	2028	
Meux Creek Weir	Signage	\$2,500.00					\$2,500.00
	Vegetation Control	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$3,000.00
	Internal Inspections	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,500.00
	Engineer Inspections		\$2,500.00				\$2,500.00
Neustadt Dam & Flood Control Wall	Signage	\$5,000.00					\$5,000.00
	Restrict Public Access	\$3,500.00					\$3,500.00
	Concrete Joints	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$3,000.00
	Internal Inspections	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$15,000.00
	Engineer Inspections	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$15,000.00
Neustadt Flood Control Works	Maintenance & Inspection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$19,700.00	\$11,200.00	\$8,700.00	\$8,700.00	\$8,700.00	\$57,000.00

Release Agreement

(hereafter, "Agreement")

THIS AGREEMENT is effective as of January 1st, 2024 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Owner")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS the Owner is the owner of the Neustadt Dam located in the Municipality of West Grey, legally described in Schedule 'A', attached hereto (the "Structure");

AND WHEREAS the Owner has previously engaged SVCA in the maintenance and inspection of the Structure, and the Owner no longer seeks to engage SVCA's services;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the Owner and SVCA agree as follows:

1. This Agreement shall commence on the Effective Date and shall continue thereafter in perpetuity.
2. Both parties mutually release and forever discharge the other party including the other party's affiliates, successors, officers, employees, representatives, partners, agents, and anyone claiming through them, in their individual and or corporate capacities from any

and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which the party has or ever had or may in the future have against the other party arising out of or relating to:

Neustadt Dam

Municipality of West Grey

Geographic Village of Neustadt

Roll number: 420502000110101

Legal Description: CON 13 PT LOT 2 RP 17R1383; PARTS 1 & 7 TO 10

3. By executing this Agreement, the parties agree to accept all prior agreements and obligations as full and complete.
4. The parties to this Agreement agree not to make any claim or take proceedings relating directly or indirectly to the Structure, against any other person or corporation which might claim indemnity against the other party under the provisions of any statute or otherwise.
5. It is declared that the terms of this Agreement are fully understood and are accepted voluntarily for the purpose of giving a full and final release by each party (the Owner and SVCA) to the other from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have been or may hereafter be sustained by either party as a consequence of a failure, malfunction, or otherwise, of the Structure for any reason whatsoever.
6. This Agreement contains the entire agreement between the parties of this mutual release and the terms of this Agreement are contractual and not a mere recital.
7. It is agreed that the signing of this Agreement is not deemed to be an admission of liability on the part of either party.
8. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
9. A resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'B' to this Agreement.
10. This Agreement shall be binding upon the successors and assigns of the parties hereto.

11. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: _____

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Organization.

MUNICIPALITY OF WEST GREY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have the Authority to bind the Corporation.

Schedule 'A' – Neustadt Dam, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Neustadt Dam and Flood Control Wall are located within the limits of geographic Village of Neustadt, upstream of Queen Street on Meux Creek. The dam was accessed via Grey Road 10 (Jacob Street) in Neustadt.

Municipality: Municipality of West Grey, geographic Village of Neustadt

Roll No.: 420502000110101

Legal Description: CON 13 PT LOT 2 RP 17R1383; PARTS 1 & 7 TO 10

Description:

The Neustadt Dam was originally constructed in the 1850's to support a sawmill and flour and grist mill; however, it is believed that the current dam structure was constructed in the 1920's. The right (west) section of the dam is thought to be original whereas the left (east) section of the structure was reconstructed in 1976 with a poured concrete retaining wall.

In 1991, the SVCA constructed a flood control wall at the dam and mill buildings to help contain floodwaters within the channel.

2022 External Engineering Inspection:

Public Safety Summary

The public safety measures that have been installed at the site include:

- The pedestrian bridge, deck and flood control wall have railings with chain link fence installed.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- No public safety signage present.
- Railings do not meet the Ontario Building Code requirements.

Operator Safety Summary

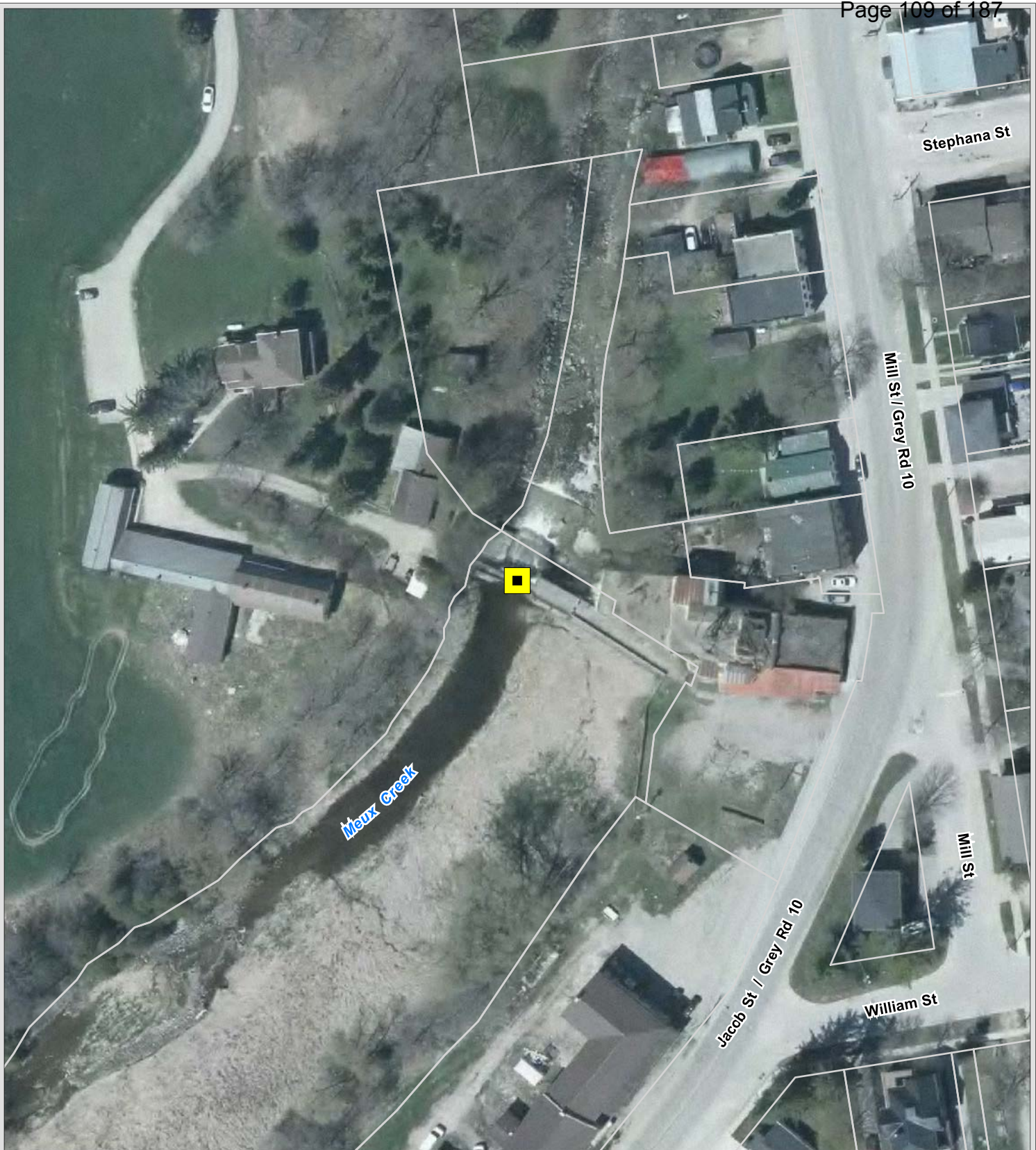
The dam is not currently operable, and the existing railing does not meet the requirements for a guard rail under Ontario Regulation 851.

Condition Summary

In general, the dam was observed to be in very poor condition and is considered to be a public safety hazard.

Recommendations

The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Neustadt Dam and Flood Control Wall.



The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

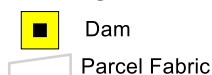
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UTM Zone 17N, NAD 83
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Legend



Municipality of West Grey

Neustadt Dam



Table 2 – Dam Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Public Safety				
1. While the dam removal is being planned, block public access to the dam structure with fencing/gates and place public safety around dams signage on the gates. The public safety signs shall be installed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011).	There are significant public safety hazards at the structure, the public has access to the structure and it may take some time to plan and obtain funding for the dam removal.	Immediate	\$10,000	
Major Maintenance				
2. Remove the dam and restore the creek channel. Considerations may need to be given to maintaining the flood control wall.	The dam is in poor to very poor condition, is a public safety hazard and does not serve a purpose for the SVCA or the Municipality of West Grey.	High	\$500,000	A Class Environmental Assessment (Conservation Ontario) and a permit under the Lakes and Rivers Improvement Act from the Ministry of Natural Resources and Forestry may be required before the dam can be removed. The cost of a Class Environmental Assessment study, including public consultation, is estimated as \$100,000.

September 25, 2023

Attention Laura Johnston, CAO
Municipality of West Grey

RE: Category 2 Agreements

Dear Laura,

Provincial regulation changes affecting conservation authorities (CA) have enabled watershed municipalities to focus CA responsibilities on core mandates, programs and services. These changes lead to the categorization of programs and services as follows:

- Category 1: those prescribed as mandatory by the Province;
- Category 2: those delivered on behalf of a municipality;
- Category 3: those that further the conservation, restoration, development, and management of natural resources

Category 3 negotiations are underway with member municipalities. Category 2 agreement pursuit has been approved by SVCA's Executive Committee, for ongoing maintenance and inspection of infrastructure owned the Municipality of West Grey.

A Category 2 Agreement is being offered by SVCA to the Municipality of West Grey for the Neustadt Dam. This agreement would enable SVCA staff to maintain and inspect the Neustadt Dam on behalf of the Municipality, for a duration of five (5) years. Upon completion of the five-year term, Municipality of West Grey would wholly assume these responsibilities. Should the Municipality of West Grey not wish to engage SVCA's services, a release agreement has been attached to be mutually signed.

At this time, additional maintenance and inspection services are not being offered beyond the five-year term. Capital projects will not be considered under a Category 2 agreement unless requested and approved by the SVCA Board of Directors.

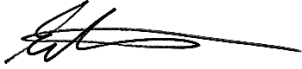
A detailed list of eligible maintenance and inspection activities performed by SVCA staff is further detailed in Schedule B of Attachment 1.

A draft agreement specific to this structure has been prepared and is attached to this correspondence for your review. Should an agreement not be executed by the end of the 2023 calendar year, SVCA will cease all activities related to the Neustadt Dam and request that a release agreement be signed.

Please review the draft agreement and attached documentation. Feedback and intent are appreciated at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Kind regards,

A handwritten signature in black ink, appearing to read 'Erik Downing', with a long horizontal flourish extending to the right.

Erik Downing

General Manager/Secretary-Treasurer (Acting)

Encl.

Attachment 1: Draft Category 2 Agreement and Schedules A, B and C

Attachment 2: 2022 D.M. Wills Structure Inspection Report

Attachment 3: Dam Factsheets



Staff Report

Report To: Council
Report From: Geoff Aitken, CET – Manager, Public Works
Meeting Date: February 20, 2024
Subject: IPW-2024-05 – Boundary Road Agreement - Chatsworth

Recommendations:

THAT in consideration of staff report “IPW-2024-05 – Boundary Road Agreement – Chatsworth”, council directs staff to bring forward a bylaw to authorize the mayor and clerk to execute a five-year boundary road agreement with the Township of Chatsworth.

Highlights:

- The current boundary road agreement expired in 2022.
- The boundary agreement allows for maintenance of any highway and/or bridge forming the boundary between the municipalities.
- The boundary agreement summarizes responsibilities of each municipality for routine maintenance, level of service and a procedure for capital projects.

Previous Report/Authority:

Bylaw 09-2018

Analysis:

Historically there has been a Boundary Road Agreement (BRA) between the Municipality of West Grey and the Township of Chatsworth dating back to pre-amalgamation. The BRA has not changed fundamentally and works well for both parties, with no changes required other than to update the term.

In the case of the Chatsworth BRA, the section titled *Term* has been expanded with an additional paragraph that would allow for a clearer process for either party to terminate the agreement. The driving force behind this is the potential Grey County “road swap” which would see the county taking responsibility for a portion of the Bentick/Sullivan Townline where Chatsworth now provides the bulk of the winter maintenance. If the proposed road swap were to take place it would result in an unequal apportionment of

winter maintenance. The current division is as close as reasonably possible to being equal. The addition to the section titled *Term* would allow for the current agreement to be terminated and a revised equitable division of workload developed.

The key considerations of the BRA are winter maintenance activities; procedures for responding to winter events outside of normal winter control season (before November and after April); responsibility for drainage, ditching, storm drains, potholes, cracks, shoulder gravelling; and routine patrolling, all in accordance with the Ontario Regulation for Minimum Maintenance Standards. Further, there is a section in the agreement dedicated to capital costs which speaks to cost sharing and lays out a notification/communication procedure for one municipality to communicate with the other municipality on planned expenses.

As discussed with council while reviewing the Southgate agreement, the detail is heavily weighted toward winter control operations; however, schedule A of the agreement does reference routine maintenance. The definitions section carries a robust description of *routine maintenance* activities that are common to road maintenance during non winter control operations. Both parties have found this to be adequate to ensure the required level of service.

Financial Implications:

There is no direct financial impact associated with this report. The cost for winter control operations is a part of the general operating budget. Capital projects are brought forward during the budgeting process for council consideration.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the West Grey website.

Consultation:

Township of Chatsworth

Supervisor, Rural Operations

Director, Legislative Services/Clerk

Director, Infrastructure and Development/CBO

Attachments:

West Grey and Chatsworth Boundary Agreement

Bylaw 09-2018

Recommended by:

Geoff Aitken, Manager, Public Works

Karl Schipprack, Director, Infrastructure and Development/CBO

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Manager, Public Works at publicworks@westgrey.com or 519-369-2200 x 227.

The Corporation of the Municipality of West Grey

By-law Number 9 - 2018

BEING, A by-law to approve and authorize the execution of a Boundary Road Agreement between the Municipality of West Grey and Township of Chatsworth;

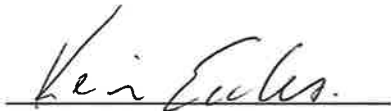
WHEREAS, the Council of the Municipality of West Grey deems it expedient to authorize the execution of the aforementioned Boundary Road Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the Boundary Road Agreement between the Municipality of West Grey and the Township of Chatsworth, attached hereto as Schedule "A" and forming part of this by-law, is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said Agreement.
3. That this By-law shall come into full force and effect on the date of passing thereof.

Read a first and second time, this 15th day of January, 2018.

Read a third time and finally passed, this 15th day of January, 2018.


Kevin Eccles, Mayor


Mark Turner, Clerk



Schedule "A" to By-law #09-2018

Boundary Road Agreement

This agreement made in duplicate this 15th day of January, 2018.

Between:

The Corporation of the Municipality of West Grey

Hereinafter referred to as "**West Grey**"

Of the first part

And

The Corporation of the Township of Chatsworth

Hereinafter referred to as "**Chatsworth**"

Of the second part

Whereas the parties to this agreement are adjoining municipalities and are desirous of entering into an agreement under the provisions of the Section 29(1) of the Municipal Act, RSO 2001 and amendments thereto dealing with the maintenance and repair of boundary highways between such municipalities;

And Whereas pursuant to subsection 29(2) of the Municipal Act, RSO 2001, each Party has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from the failure to keep the highway in repair and the other Party is relieved from all liability in respect of the repair of that part;

Now Therefore in consideration of the premises, covenants and promises hereinafter expressed, the parties hereto agree each with the other as follows:

Definitions

1. In this By-law:

Highway: means a common or public highway, any part of which is intended for or used by the public for the passage of vehicles and pedestrians and includes the areas between the lateral property lines thereof.

Joint Jurisdiction: means the local municipalities on either side of a boundary line between municipalities having joint jurisdiction over any highway or bridge forming the boundary line.

Minimum Maintenance Standard: means the Standard(s) as adopted by the Council of the Party for repair of a highway (see Municipal Act Ontario Regulation 239/02).

Roadway: means that part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

Routine Maintenance: means those activities completed in the maintenance and repair of a highway. Routine maintenance and repair of a highway may include, but not be limited to those activities listed below:

- Hardtop surface maintenance includes frost heave repair, base repair, utility cut repair, hot and cold mix patching, shoulder maintenance, surface maintenance including crack sealing, slurry sealing and spray patching, surface sweeping, surface flushing and routine patrolling.
- Winter control includes snowplowing, combination plowing/ice control, ice control, winging back, snow fencing, snow removal, standby, winter patrol and spring clean-up.
- Traffic operations include pavement markings, illumination, signals and signs and safety devices.
- Roadside includes vegetation management including roadside mowing, weed control, tree planting and removal and tree trimming.
- Stormwater management includes roadside ditching, entrance culvert maintenance, maintenance of storm sewers and catch basins and inspections.

Shoulder: means the area adjacent to a roadway, where there is no curb that may be paved or unpaved.

Winter Control Plans: means the Parties Council endorsed winter operations outlining levels of service, patrolling and response to winter events.

Winter Maintenance Season: means the continuous period of time between the second Monday of November and the second Friday of April annually. Each party agrees to that it shall also attend to winter events that occur prior to November the second Monday in November and after the second Friday in April until winter events have subsided at the end of each season. Both Parties acknowledge that the level of service provided outside the Winter Maintenance Season will be at a lower level than during the Winter Maintenance Season, but that it shall meet the Common Law test of reasonableness.

2. Where words or phrases used in this by-law are defined in the Municipal Act, but not defined in this by-law, the definitions of the Municipal Act shall apply to such words and phrases.

Non-Winter Season Maintenance: means the continuous period of time between after the second Friday in April to the second Monday in November annually. Both parties acknowledge their road section responsibilities as per Schedule A, Part A and Part B,

Insurance

Each Party shall during the entire term of this Agreement and any renewals thereof,

at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not in excess of any other insurance available to either Party. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include, but not be limited to:

a. Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000), such policy to include, but not be limited to, non-owned automobile liability, personal injury, broad form property damage, blanket contractual liability, owners and contractor's protective liability, products and completed operations liability, contingent employers' liability; and shall include cross liability and severability of interest clauses. The Corporation of the Party of Southgate shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the Party by reason of any breach or violation of any warranties, representations, declarations or conditions.

b. Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement and/or as may be required by Applicable Laws.

insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is located within the ROW, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril.

by other form or limits of insurance as the Township, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

As evidence of the required policies being in effect, each Party shall provide the other Party with Certificates of Insurance prior to the execution of this agreement, and upon each subsequent renewal period throughout the Term of this Agreement.

Each Party shall provide thirty (30) days prior written notice to the other Party in the event of any cancellation which reduces or restricts the insurance provided.

Each Party agrees that if either fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by either Party, and should either Party not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by either Party, either Party has the right without assuming any obligation in connection therewith, to affect such insurance at the sole cost of either Party. Either Party shall be reimbursed as set out under the terms of this Agreement.

Indemnity

Each Party shall indemnify the other Party, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defense thereof) or other proceedings made by any person, including but not limited to either Parties own employees, arising out of activities arising under this Agreement or in connection with the use of the ROW, the location of Plant or the installation thereof by the either Party, its agents, servants, employees, or invitees whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by either Party's negligence, except to the extent they are caused by the negligence of caused by either party. This indemnity shall extend to protect either Party from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, either Party shall give the other Party timely written notice thereof, and either Party shall have the right to defend or settle the same to the extent of its interest hereunder. Each Party shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for either Party to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the other Party.

Each Party agrees to assume all environmental liability relating to its use of the ROW, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the ROW caused by:

- a. the operations of either Party in, on, under, along, across or around the ROW; or
- b. any products or goods brought in, on, under, along, across or around the ROW by either Party, or by any other person with the express or implied consent of either Party.

For the purpose of this section, "hazardous substance" means any hazardous substance and includes, but is not limited to, radiation, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

Interpretation

Where there is any conflict between the provisions of this by-law and the provisions of the Municipal Act, as amended, the provisions of the Municipal Act shall prevail.

Maintenance and Repair of Highways

1. **West Grey** hereby covenants and agrees to maintain and keep in good repair, and any required Routine Maintenance during winter operations those highways listed in Schedule "B" by meeting or exceeding the "Minimum Maintenance Standards for Municipal Roads" for the whole width of those highways listed.
2. **Chatsworth** hereby covenants and agrees to maintain and keep in good repair, and any required Routine Maintenance during winter operations those highways listed in Schedule "B" by meeting or exceeding the "Minimum Maintenance Standards for Municipal Roads" for the whole width of those highways listed.

General

1. **West Grey and Chatsworth** shall share equally all capital expenses connected with any new construction or major maintenance work (as distinguished from routine maintenance) carried out for all highways listed in Schedule "B".
2. Each party will invoice the other as necessary for its share of the expenditures related to new construction or major maintenance work carried out for all highways listed in Schedule "B" and as determined in accordance with paragraph 3 below of this agreement and the party being invoiced shall pay the amount invoiced within thirty (30) days of receipt of such invoice.
3. No new construction or major maintenance work (as distinguished from routine maintenance) of any kind on highways and bridges shall commence or be charged by one party to this agreement to the other unless such construction or major maintenance work has first been approved by the Councils of both municipalities.
4. The party to this agreement doing the work shall indemnify and save harmless the other party from all claims for loss or damage arising from the want of repair of said highway as assigned in the **Maintenance and Repair of Highways** section to this agreement.
5. This agreement comes into force on the day of its signing by both parties hereto authorized by by-law and shall continue in force for a period of five (5) years from January 15th, 2018 to December 31, 2022 and may be renewed at the end of such terms by a further by-law of both parties to this agreement.
6. No amendment or variation to this Agreement or of any of the terms hereof shall be binding upon the parties hereto, unless the same is in writing and authorized by further by-law of both parties to this Agreement and signed by all parties hereto.

In Witness Whereof the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf

The Corporation of the Municipality of West Grey

Per Ken Eyles.
Mayor

Per 
CAO Cheryl

The Corporation of the Township of Chatsworth

Per _____
Mayor

Per _____
CAO

Schedule "B"

Part "A"

Chatsworth responsibilities:

Chatsworth agrees to conduct year round maintenance on the following portions of the Boundary Highway between the Municipalities of West Grey and Chatsworth.

1. Bentinck-Sullivan Townline - from Bruce Road 10 easterly to Grey Road 3 approx. 5.4 km. Road Class 3
2. 80 Sideroad- from West Back Line to King's Hwy 10 approx. 2.2k. Road Class 6

Covering a total distance of approx. 7.6km.

In an effort to equalize distance and non-crossing billing of maintenance services, Chatsworth further agrees to conduct road maintenance during non-winter maintenance period for:

80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km

Part "B"

West Grey responsibilities:

West Grey agrees to conduct year round maintenance on the following portions of the Boundary Highway between the Municipalities of West Grey and Chatsworth.

1. Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad approx. 9km. Road Class 4
2. 80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km (winter maintenance period only-see Part A above) Road Class 6

Covering a total distance of approx. 10km

Schedule “A” to By-law 2024 - XX

Boundary Road Agreement

This agreement made in duplicate this XX day of February, 2024.

Between:

The Corporation of the Municipality of West Grey

Hereinafter referred to as

"West Grey"

and

The Corporation of the Township of Chatsworth

Hereinafter referred to as

“Chatsworth”

Whereas Sections 20, 29, 29.1 and 52 of the Municipal Act, 2001 (the “Act”) make provisions for agreements between adjoining municipalities for the maintenance and repair of any highway or bridge forming the boundary between such municipalities, including the bridges thereon (hereinafter a “Boundary Road”); and

Whereas Boundary Roads exist between the jurisdictions of the Township of Chatsworth and the Municipality of West Grey as set out in schedule ‘A’; and

Whereas it is deemed expedient and necessary for each municipality to be responsible for the year-round oversight, maintenance and repair of portions of existing Boundary Roads.

Now therefore in consideration of the mutual covenants set out below with other good and valuable consideration (the receipt of which is acknowledged), the parties hereto agree each with the other as follows.

Section 1 - Definitions

Bridge: means a public bridge forming part of a highway on, over or across which a highway passes.

Capital Improvements: All work to be performed that is beyond that work required by routine maintenance standards or winter maintenance standards, including but not limited to items such as road construction, hot mix asphalt, resurfacing and shoulder gravelling associated with this resurfacing, bridge repairs or replacements and any bridge surface treatment.

Highway: means a common or public highway, any part of which is intended for or used by the public for the passage of vehicles and pedestrians and includes the areas between the lateral property lines thereof.

Level of Service: means the level of service as adopted by the council of the municipality for repair of a highway, as reflected in schedule 'B' attached hereto, as it may be amended from time to time.

Minimum Maintenance Standards: Shall mean those standards stipulated by Ontario Regulation (O. Reg.) 239/02 Minimum Maintenance Standards for Municipal Highways as amended from time to time for the maintenance standards of repair for highways under municipal jurisdiction, as they may be amended from time to time.

No Winter Maintenance: means municipal roads which are not opened and therefore are not maintained or serviced during the time period of November 1 to April 30 by the municipality. Any travel upon these roads during this time period is at the individual's own risk.

Roadway: means that part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

Routine Maintenance: means those activities completed in the ongoing maintenance and repair of a highway or bridge and as described as follows:

- *Hardtop surface maintenance* includes frost heave repair, base repair, utility cut repair, hot and cold mix patching, shoulder maintenance, surface maintenance including crack sealing, slurry sealing and spray patching, surface sweeping, surface flushing and routine patrolling.
- *Roadside maintenance* includes vegetation management including roadside mowing, weed control, tree planting and removal, tree trimming, sidewalk maintenance, debris collection including debris and leaves, curb and gutter, guiderail and fence maintenance.

- *Stormwater management maintenance* includes roadside ditching, entrance culvert maintenance, maintenance of storm sewers and catch basins and inspections.
- *Structures* includes washing and component repairs for concrete and steel culverts, bridges of all types and pedestrian bridges.
- *Traffic operations* include pavement markings illumination, signals and signs and safety devices.

Shoulder: means the area adjacent to a roadway, where there is no curb that may be paved or unpaved.

Winter Maintenance: includes snowplowing, combination plowing/ice control, ice control, de-icing, sanding, winging back, snow fencing, snow removal, standby, winter patrol, spring clean-up, sidewalk plowing and de-icing.

Winter Maintenance Season: means the continuous period of time between November 1 and April 30 annually. Each party agrees that it shall also attend to winter events that occur prior to November 1 and after April 30 annually until winter events have subsided at the end of each season. Both parties acknowledge that the level of service stipulated by the parties to be provided during periods falling outside the winter maintenance season will be a lower standard than that which is required by the parties during the winter maintenance season, but that any level of service shall always meet the common law test of reasonableness.

Non-Winter Maintenance Season: means the continuous period of time between May 1 and October 31 annually.

Section 2 - Term

The parties agree to provide winter maintenance and routine maintenance services on those sections of the Boundary Road that they are individually responsible for, as set out in schedule 'A' for a period of five (5) years commencing on the date this agreement is signed by both parties (the "term").

The parties agree that this agreement shall automatically renew immediately prior to the expiration of the term or any extension of the term for a further one-year period on the same terms and conditions unless either party provides 180 days notice in writing of its intention to terminate the agreement at the expiration of the then current Term.

The parties agree that should any party wish to terminate this agreement during the term they may do so for any reason by providing the other party 180 days notice in writing of its intention to terminate.

Section 3 - Insurance

3.1 Each party shall at its own expense, obtain and keep in force during the term of this agreement, insurance satisfactory to the other party including the following terms and minimum coverage, which limits may be achieved by way of primary and/or umbrella or excess policies and underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include, but not be limited to:

- a. **Municipal General Liability Insurance** on an occurrence basis for an amount of not less than ten million dollars (\$10,000,000.00) including:
 - i. Shall include, but not limited to, bodily injury, property damage and contractual liability.
 - ii. The other party shall be added as an Additional Insured with respect to the operations of the named insured.
 - iii. Contain a cross liability and severability of interest clauses.
 - iv. Policies shall not be invalidated as respect to the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions.
 - v. Non-owned automobile coverage with a limit of not less than ten million dollars (\$10,000,000.00).
 - vi. Products and completed operations coverage with a limit of not less than ten million dollars (\$10,000,000.00).
 - vii. A thirty-day written notice of cancellation or termination.
- b. **Standard OAP 1 Automobile Liability Insurance** for an amount not less than ten million dollars (\$10,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this agreement.
- c. **Environmental Liability Insurance** subject to limits of not less than five million dollars (\$5,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination.

- 3.2 Prior to execution of this agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, each party shall provide the other party with confirmation of the insurance coverage required by this agreement. Insurance shall apply to the subcontractor in the same manner as it would to each party to this agreement. Further, it is each party's responsibility to ensure that the subcontractor is aware of these obligations. Each party shall provide to the other party confirmation of the subcontractor's insurance.
- 3.3 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Boundary Roads.
- 3.4 Each party agrees that if either fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by either party, and should either party not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by either party, either party has the right without assuming any obligation in connection therewith, to affect such insurance at the sole cost of either party. Either party shall be reimbursed as set out under the terms of this agreement.

Section 4 - Indemnity

Each party agrees to defend, indemnify and save and hold harmless the other party from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance and routine maintenance of the road sections for which they are responsible for, as referred to in this agreement.

Section 5 - Notice of Claim

In the event that either party receives a statement of claim, notice of claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the road in repair or for damages or injuries sustained relating thereto such party shall immediately notify and provide to the other party such claim or notice of claim.

Section 6 - Maintenance and Repair of Highways – Scope of Work

- 6.1 The municipalities hereby covenant and agree one to the other, to:
- a. Undertake all winter maintenance activities during each winter

maintenance season throughout the term of the agreement.

- b. In addition to the requirements set out in section 6.1a), attend to winter events that occur prior to November 1 and after April 30 until winter events have subsided at the end of each season throughout the term of the agreement. Both parties acknowledge that the level of service provided outside of the winter maintenance season may be at a lower level than during the winter maintenance season, but that it shall meet the minimum maintenance standards set forth in the “Minimum Maintenance Standards for Municipal Highways” where such standards apply and in the event there is no applicable Maintenance Standard, it shall meet the standard of what is reasonable in the circumstances.
 - c. To maintain and keep in good repair, any required routine maintenance during winter operations those highways listed in schedule ‘A’ by meeting or exceeding the “Minimum Maintenance Standards for Municipal Highways” for the whole width of those highways listed.
 - d. To be responsible for all removal of snow beyond the width of the road and shoulders if required.
 - e. To be responsible to provide snow blowing services required within the right of way, if deemed necessary by one of the parties.
 - f. To be responsible for drainage maintenance, including the clearing of ditches, curbs and gutters, catch basins and storm drains.
 - g. To be responsible for the surface maintenance, including the repair of potholes, cracks and depressions and shoulder gravelling.
 - h. To be responsible for all routine patrolling and maintenance activities throughout the entire term of this agreement. Routine maintenance shall be provided at service levels compliant with the minimum maintenance standards set forth in Ontario Regulation 239/02 of the Act, as amended, time to time.
 - i. To be responsible for all traffic signal devices at the intersections.
- 6.2 Location and work to be completed by each party – The map attached hereto as schedule ‘A’ indicates the location of the Boundary Road. Both parties acknowledge their road section responsibilities as per schedule ‘A’.

Section 7 - Capital Costs

- 7.1 Subject to the further terms set out in this section, each municipality shall be responsible for one-half of any and all capital improvements on the Boundary Roads.
- 7.2 Prior to either party completing any capital improvements each party will identify the proposed capital improvement work to the other party.
- 7.3 No new construction or major maintenance work (as distinguished from routine maintenance) of any kind on highways and bridges shall commence or be charged by one party to this agreement to the other unless such construction or major maintenance work has first been approved by the councils of both municipalities and included in their respective capital budgets for the year that the work is to commence.
- 7.4 If both parties agree that capital work is required, they will mutually agree upon how the work will be completed and the timing of such work to be completed.
- 7.5 Except in the case of emergencies, each party shall notify the other party at least two (2) years in advance of any such capital improvement work proposed and the extent and cost of the capital improvement work shall be mutually agreed upon prior to proceeding with the work.
- 7.6 The party who administers the work as determined in Section 7.4 shall invoice the other party for one half of the capital cost no later than the 31st day of December in the year in which the work was completed. Payment of the invoice shall be made no later than thirty (30) days from receipt of the invoice.

Section 8 - Maintenance and Repair of Bridges

At the time of this agreement there are currently no bridges maintained by either municipality located on the boundary roads included herein. Bridges are maintained by the County.

Section 9 - Annual Review and Planning

Each year throughout the term of the agreement, after April 15 and not later than June 30, the parties will meet to discuss any issues arising from this agreement, including but not limited to the previous year's work and will identify and plan works for the upcoming year(s) as the case may be.

Section 10 – Payment

- 10.1 West Grey and Chatsworth shall share equally all capital expenses connected with any new construction or major maintenance work (as distinguished from routine maintenance) carried out for all highways listed in schedule 'A'.
- 10.2 Each party will invoice the other as necessary for its share of the expenditures related to new construction or major maintenance work carried out for all highways listed in schedule 'A'.
- 10.3 The party being invoiced shall pay the amount invoiced within thirty (30) days of receipt of such invoice.

Section 11 - Entrance Permits

Entrance permits on Boundary Roads shall be processed by the municipality in which the land requiring the permit is located in consultation with the other municipality as to road safety conditions.

Section 12 – Notice

Any notice to be given under this agreement shall be sufficiently given if delivered or if sent by prepaid first-class mail and addressed to:

The Clerk's Office
The Corporation of the Township of Chatsworth
316837 6 Hwy,
Chatsworth, ON N0H 1G0

And to:

The Clerk's Office
The Corporation of the Municipality of West Grey
402813 Grey Road 4
Durham, ON N0G 1R0

Receipt of notice shall be deemed on the earlier of the date of deliver or five (5) days following the date of mailing of the notice.

Section 13 – Arbitration

- 13.1 In the event of any dispute arising between the parties hereto relating to any matter which is the subject of this agreement and cannot be settled within ninety (90) days, then the dispute will be submitted to arbitration by notice given by either party to the other.
- 13.2 Upon such notice being given, the dispute shall be determined by the award of three arbitrators or a majority of them, one to be named by each party within thirty (30) days of such giving notice and the third to be selected by these two (2) arbitrators within seven (7) days after both have been nominated.
- 13.3 If either party neglects or refused to name its arbitrator within the time specified or to proceed with the arbitration, the arbitrator named by the other party shall proceed with the arbitration.
- 13.4 The arbitrators shall have all the powers given by the Arbitration Act of Ontario and may at any time proceed in such manner as they may see fit on such notice as them deem reasonable in the absence of either party if such party fails to attend.
- 13.5 Each party shall pay its own costs and shall share equally in the costs of the arbitration.
- 13.6 The cost of the arbitrators is not limited to those set forth under the Arbitration Act of Ontario and the arbitrators shall be able to charge their usual professional charges.

Section 14 – General

Notwithstanding anything in this agreement, neither party shall be in default with respect to the performance of any of the terms of this agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, act of God, government regulations or controls, inability to obtain any material or service or any cause beyond the reasonable control of the party.

The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assigns. If any provision, clause or part of this agreement or the application of this agreement under certain circumstances, is held by a court or tribunal of competent jurisdiction to be invalid, the remainder of the agreement, or the application of that provision, clause or part under other circumstances shall not be affected.

In Witness Whereof the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf.

The Corporation of the Township of Chatsworth

Per _____
Mayor

Per _____
Clerk

Date _____

The Corporation of the Municipality of West Grey

Per _____
Mayor

Per _____
Clerk

Date _____

Schedule 'A' to the Boundary Road Agreement

Part 'A' - Chatsworth Responsibilities

The Township of Chatsworth agrees to operate, maintain, renew, insure and administer for routine and winter maintenance only:

Road Section	Maintenance Class	Chatsworth Road ID	West Grey Road ID
Bentinck-Sullivan Townline - from Bruce Road 10 easterly to Grey Road 3, approx. 5.4km	3	6022	1485
80 Sideroad- from West Back Line to King's Hwy 10, approx. 2.2km	6	6380-02	2675

Covering a total distance of approx. 7.6km.

In an effort to equalize distance and non-crossing billing of maintenance services, Chatsworth further agrees to conduct road maintenance during non-winter maintenance period for:

80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km

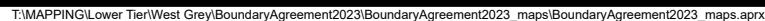
Part 'B' - West Grey Responsibilities

The Municipality of West Grey agrees to operate, maintain, renew, insure and administer for routine and winter maintenance only:

Road Section	Maintenance Class	Chatsworth Road ID	West Grey Road ID
Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad, approx. 9km	4	6126	2485
80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km (winter maintenance period only-see Part A above)	6	6380-05	2680

Covering a total distance of approx. 10km

Boundary Road Agreement Map
(See attached)



Schedule 'B' to the Boundary Road Agreement

Winter Level of Service

Both parties agree to maintain the road equal to or greater than O. Reg. 239/02, as amended, from time to time save and except the issuance of 'Significant Weather Event' as described or amended under O. Reg. 239/02.



Staff Report

Report To: Council
Report From: Geoff Aitken, CET – Manager, Public Works
Meeting Date: February 20, 2024
Subject: IPW-2024-06 – Bruce County – Alternate Truck Route Agreement

Recommendations:

THAT in consideration of staff report “IPW-2024-06-Bruce County – Alternate Truck Route Agreement”, council directs the mayor and clerk to execute an Alternate Truck Route agreement with Bruce County, subject to the draft agreement being amended to include language that will require Bruce County to mill and pave the 1000m section of Queen Street from the Carrick/Normanby border east into Neustadt upon the substantial completion of the Durham Street Bridge project.

Highlights:

- The Bruce County bridge through Walkerton, commonly referred to as the Durham Street Bridge, has been posted with an immediate weight restriction.
- The bridge is scheduled for an immediate rehabilitation commencing in February 2024.
- Because of the weight restriction, Bruce County has proposed an Alternate Truck Route that includes Queen Street from the Carrick/Normanby border easterly into Neustadt, 1000m of West Grey roads.
- Bruce County has proposed that they enter into an Alternate Truck Route Agreement with West Grey.
- Queen Street has a Pavement Condition Index rating of 28 which is very poor.

Previous Report/Authority:

None.

Analysis:

In late January 2024, Bruce County (county) reached out to the Municipality of West Grey (West Grey) regarding their bridge in Walkerton, commonly referred to as the Durham Street Bridge. The county has advised that the bridge was placed under an immediate weight restriction; and, that there is a need for immediate rehabilitation. Two county staff reports are attached summarizing the project to date.

Of interest to West Grey is that the posted weight restriction has resulted in the need for the county to create an alternate truck route (ATR) for those trucks where the weight exceeds the weight restriction for the bridge. This has resulted in the need for the county to enter into ATR agreements with Brockton, South Bruce, and West Grey. A draft ATR agreement is attached. Due to the urgency of the project the ATR took effect February 16, 2024.

The impact to West Grey is that there is a 1000-meter (m) section of Queen Street from the Carrick/Normanby border east into Neustadt that is part of the ATR. The bridge on Queen Street immediately west of Mill Street is a Grey County asset and Bruce County has contacted Grey County regarding an encroachment agreement specific to that structure. In addition, the county needs to provide a higher level of service (LOS) than would normally be provided by West Grey for this section of road, including enhanced (more frequent) winter control operations at no additional cost to West Grey.

In addition, the county will need to lift seasonal half load restrictions. This will have a major impact on this section of Queen Street which was assigned a Pavement Condition Index (PCI) rating of 28 in 2023. The pavement is in very poor condition and the road requires a complete rehabilitation.

Given the committed expenses for the Rockwood Terrace Long Term Care Project, the construction costs of the police station and bridge replacement projects, there is no timetable for West Grey to rehabilitate this section of Queen Street. West Grey staff have asked the county to mill and pave the 1000m section of Queen Street at the conclusion of the Durham Street Bridge project (when the project reaches substantial completion). The earliest possible start date is 2025. The proposed schedule for the ask of the county for rehabilitation is: the county mill the road, West Grey make base repairs and the county pave. The mechanism to enforce this request is section 4 in the ATR agreement which reads in part:

The County will utilize the MODIP road screening program to record the existing and final conditions of the section of Concession 8 being utilized for the ATR. Upon the completion of the ATR, the County will compare the results of the final conditions screening to the implementation screening. The County will be responsible for returning any noted deficiencies observed between implementation and the final screening to the same or better condition observed in the implementation screening.

This has been communicated with county staff and they acknowledge the ask to mill and pave in accordance with the provisions of the ATR agreement.

Financial Implications:

There is no direct or indirect financial impact because of this report in 2024.

It is anticipated that in 2025 Bruce County will mill and pave up to 1000m of Queen Street from the Carrick/Normanby border easterly to the intersection of Queen Street and Grey Road 10. West Grey would provide internal forces to repair the base. It is anticipated that West Grey would be required to acquire some additional gravel to repair the base.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the Municipality of West Grey website.

Consultation:

Supervisor, Rural Operations

Director, Legislative Services/Clerk

Director, Infrastructure and Development/CBO

Director, Transportation and Environmental Services, Bruce County

Attachments:

Update on the Third-Party Review for the Durham Street Bridge

Update on the Weight Restricted Bridges and Durham Street Bridge Alternate Truck Route

Draft Alternate Truck Route Agreement

Durham Street Bridge – Heavy Truck Detour – Schedule A – Figure 1

Durham Street Bridge – Heavy Truck Detour – Schedule A – Figure 2

Recommended by:

Geoff Aitken, Manager, Public Works

Karl Schipprack, Director, Infrastructure and Development/CBO

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Manager, Public Works at publicworks@westgrey.com or 519-369-2200 x 227.



Staff Report to Council - for Information

Title: Update on the Third-Party Review for the Durham Street Bridge

From: Adam Stanley, Director of Transportation and Environmental Services

Date: February 1, 2024

Report Purpose:

The update on the third-party review for the Durham Street Bridge report is for information.

Report Summary:

The County has received a letter from Burgess Engineering Inc. (Burgess) who was sub-consulted by Triton Engineering Services Limited (Triton) regarding the ongoing third-party review of the Durham Street Bridge in Walkerton. The letter suggests that “rehabilitation should be investigated as this could be a feasible and economical solution to extending the overall life of the bridge”, based on the findings of a Bridge Condition Survey (BCS) completed by HAL Group Inc.

Further consultations with a contractor that specializes in half-joint rehabilitation suggest the work could be completed always maintaining one lane of traffic over the bridge. Burgess is also recommending that Heavy Truck Traffic, with exceptions to Municipal maintenance and Fire/EMS vehicles, be restricted from crossing the bridge and that an alternate truck route (ATR) be established until the rehabilitation/repairs to the bridge are made.

Triton will be presenting an update on the ongoing third-party review along with the next steps and timelines.

Background:

At the July 6th, 2023 Transportation Committee Meeting, the Committee gave staff the direction to engage Triton Engineering Services in a third-party review with a scope focused on the following items:

- 1) *A review of the proposed detour alternatives for the Durham Street Bridge Replacement, as identified in the ongoing Schedule ‘C’ EA, including reviewing the implications of a temporary bridge and potential locations not currently identified.*
- 2) *A review of implications (by means of comparison) of a wooden permanent bridge Vs. a concrete construction permanent bridge, both in length of construction (time) and cost. Environmental factors such as Hydrology, etc. should be considered as well.*

- 3) *A review of BM Ross's proposed life extending measures (reinforcement) for the existing Durham Street Bridge to ensure public safety is maintained and a professional opinion on whether there could be another life extending measure considered.*

In order to adequately assess the current condition of the Durham Street Bridge, Triton utilized the services of Burgess Engineering Inc. (Burgess) who specializes in the detailed structural analyses of bridges and highway structures. In their preliminary review, Burgess recognized that there was a potential for bridge rehabilitation on the Durham Street Bridge which had been previously ruled out in the Schedule 'C' Environmental Assessment.

Burgess requested that the services of HAL Group Inc. be retained to undertake an updated detailed Bridge Condition Survey (BCS). Through consultation with the Office of the CAO, Staff authorized the work at an additional cost of \$36,350 plus HST, which was funded from the Durham Street Bridge capital budget.

The BCS was conducted by HAL in mid-October of 2023. This work included a multitude of inspection strategies. Concrete core samples were collected and analyzed in the laboratory to assess the existing concrete strength. The results of the BCS were provided to Burgess in January of 2024. Burgess has analyzed the findings and summarized their recommendations which are provided in the attached letter for Council's review.

The letter offers the following:

- The existing bridge is generally structurally sound and rehabilitation should be investigated.
- Rehabilitation could be a feasible and economical solution to extending the overall life of the bridge.
- There is some concrete deterioration at the half joints along with observed heavy impact loading.
- A recommendation was made to correct the half joints by either temporary repair or rehabilitation.
- A recommendation was made to apply a 3-level load limit to the bridge (15, 25 & 30 tonnes) and provide an alternate truck route (Municipal Maintenance and Emergency EMS/Fire Vehicles to be exempt).
- A recommendation was made that a qualified professional complete a visual inspection of the half-joints on a quarterly basis.

Triton and Burgess have reached out to a Contractor that specializes in the rehabilitation of the identified half joints. In those preliminary discussions, there was some expressed opinion that rehabilitation work could be completed while maintaining one lane of vehicular traffic on the bridge throughout construction.

There was also discussion that the rehabilitation option could be cost effective and provide significant life extending measures for the bridge. These alternatives would need to be added to the on-going Schedule 'C' Environmental Assessment following the completion of the third-party review.

Representatives from Triton & Burgess Engineering are here today to provide a summary presentation of the work completed on the third-party review to date. They will discuss the findings from the BCS, the next steps and a timeline for the completion of the third-party review.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

The Office of the CAO was consulted on this report.

Link to Strategic Goals and Objectives:

Community and Partnerships - Enhance and grow partnerships

Link to Departmental Plan Goals and Objectives, if any:

Goal No. 5 from the Transportation & Environmental Services Departmental 2024 Business Plan - Re-enforcement of the Durham Street Bridge.

Report Author:

Ryan Errington, Manager of Transportation & Environmental Services

Departmental Approval:

Adam Stanley, Director of Transportation and Environmental Services

Approved for Submission:

Sean Morphy, Deputy Chief Administrative Officer



Staff Report to Council - for Direction

Title: Update to Weight Restricted Bridges and Durham Street Bridge Alternate Truck Route

From: Adam Stanley, Director of Transportation and Environmental Services

Date: February 1, 2024

Staff Recommendation:

That a by-law be introduced to restrict the weight of vehicles passing over County bridges; and,

That the Director of Transportation & Environmental Services be authorized to work with and enter into necessary agreements with Grey County, the Municipality of West Grey, the Municipality of Brockton, and the Municipality of South Bruce to implement an Alternate Truck Route (ATR) for the Durham Street Bridge.

Report Summary:

Weight Restricted Bridges within Bruce County's jurisdiction are regulated through By-law 2021-040. This By-law has expired its two-year term. The By-law being introduced for approval will include the additional weight restrictions for the Durham Street Bridge as outlined in the Triton Engineering Letter attached to this report.

To accommodate the heavy truck traffic which will be restricted from using the Durham Street Bridge, the establishment of an Alternate Truck Route (ATR) is recommended. The proposed roadways needed to establish a northerly and southerly ATR consist of roadways owned and maintained under the jurisdiction of Bruce County, Grey County, the Municipality of West Grey, The Municipality of Brockton and the Municipality of South Bruce.

The ATR and Advanced Warning signage are required and are to be placed strategically ahead of the nearest intersections of the bridge to divert heavy truck traffic from passing over the bridge. Staff may be required to enter into formal Agreement(s) to facilitate the ATR with those affected Municipalities.

Staff will work with the affected Municipalities to communicate the ATR with the public and local businesses.

Background:

The weight restricted Bruce County bridges proposed for the updated By-Law are listed below. A map labelled "County of Bruce Weight Restricted Bridges" is attached for review.

1. 12th of Brant Bridge, No. 000140, on Brant Concession 12, 0.5 km West of Bruce Road 10, and

2. Watson's Bridge, No. 000200, on Brant Greenock Boundary, 6.3 km North of Bruce Road 15, and
3. Hay's Bridge, No. 000220 on Bruce Greenock Boundary, 2.3 km North of Bruce Road 1
4. Durham Street Bridge, No. 0419550 on Bruce Road 4, 1.3km South of Bruce Road 19

The By-Law includes the addition of language as follows:

"The Director of the Transportation and Environmental Services Department shall be delegated the authority to add further weight restrictions to County owned bridges where there is an immediate concern to public safety. The Director shall report any weight restriction changes to Council within 60 days of the signage being installed as per Item no. 7 of this By-Law."

Municipal Maintenance vehicles and Emergency vehicles such as EMS and Fire would be exempt from the restriction.

The ATR includes three alternate truck routes that have been identified through consultation with Grey County, Municipality of West Grey, Municipality of Brockton, and the Municipality of South Bruce. The ATR will include signage that conforms with the Ministry of Transportation - Ontario Traffic Manual. The County will use its own forces to install the necessary signage and maintain the signage throughout the duration of the ATR. The ATR map labelled "Durham Street Bridge Alternate Truck Route (ATR)" is attached for review.

The ATR agreement with Grey County, the Municipality of West Grey, the Municipality of Brockton, and the Municipality of South Bruce is attached for review. The agreement with Grey County will include the use of Grey Road 10 within the ATR. The agreement with Municipality of West Grey would include the use of Queen Street within the ATR. The agreement with the Municipality of Brockton will include the use of Concession 8 within the ATR. The agreement with the Municipality of South Bruce will include the use of Concession 10 within the ATR.

The letter outlining the recommendations surrounding the Durham Street Bridge weight restrictions and ATR signage is attached for reference.

A sample Alternate Truck Route Agreement is attached for reference.

Financial/Staffing/Legal/IT Considerations:

There will be financial costs associated with the implementation of the ATR for signage and maintenance requirements throughout the duration of the ATR. These costs will be funded through the approved 2024 operating budget.

There are legal/liability concerns surrounding the bridges listed in the By-law if the weight restrictions are not imposed.

There are no staffing or IT considerations.

Interdepartmental Consultation:

The County Clerk, office of the CAO was consulted to help facilitate the necessary By-Law amendment. The Corporate Services Department was consulted regarding the risk and liability for the Draft Agreement(s).

Link to Strategic Goals and Objectives:

Community and Partnerships - Enhance and grow partnerships

Link to Departmental Plan Goals and Objectives, if any:

Not applicable.

Report Author:

Ryan Errington, Manager of Transportation and Environmental Services

Departmental Approval:

Adam Stanley, Director of Transportation and Environmental Services

Approved for Submission:

Sean Morphy, Deputy Chief Administrative Officer

“DRAFT” ALTERNATE TRUCK ROUTE AGREEMENT

This Alternate Truck Route Agreement (the Agreement) made this _____ day of _____, 2024.

BETWEEN:

The Corporation of the Municipality of West Grey
(the “Municipality”)
Of The First Part

- and –

The Corporation of the County of Bruce
(the “County”)
Of The Second Part

(each, a “Party” and, collectively, the “Parties”)

WHEREAS the County and the Municipality desire to implement an Alternate Truck Route in the Municipality of West Grey;

AND Whereas the Durham Street Bridge (the Bridge) provides a critical link between the east and west portions of Walkerton and also forms a critical part of the County transportation network;

AND Whereas the Alternate Truck Route period will extend until the Bridge Weight Restriction is removed on the Durham Street Bridge;

AND Whereas there is a desire to provide an Alternate Truck Route that would facilitate the continued movement of truck traffic during the bridge weight restriction period;

AND Whereas the proposed Alternate Truck Route requires the use of Queen Street from the limits of Concession 10e to Grey Rd 10 in Neustadt, under the jurisdiction of the Municipality;

AND Whereas there is a need to identify, document, describe, or assign responsibilities to the Parties in regard to the Alternate Truck Route;

Now therefore this Agreement witnesseth that in consideration of the mutual terms and covenants hereinafter made and contained, the Parties hereto covenant and agree as follows:

1. Definitions

Bridge means the structure spanning the Saugeen River on Bruce Road 4, known as the Durham Street Bridge, owned by the County of Bruce, in Walkerton, Municipality of Brockton;

Alternate Truck Route means the totality of the Travelled Portion as illustrated in Schedule 'A' attached to and forming part of this Agreement;

Maintenance means that work, duties, tasks, etc. that is specifically undertaken by County operational forces or delegated or contracted to a third party (Constructor) by the County with regard to the repair, upkeep, care etc. of the Alternate Truck Route excepting however that repair, upkeep, care etc. specifically delegated to a Party to this Agreement;

Standards means the Minimum Maintenance Standard (MMS) as set out in Ontario Regulation 239/02 and/or as set out in Municipality of West Grey By-law No. XX-XX (By-law XX-XX) a By-law amending the Implementation By-law;

Travelled Portion means the area specifically set aside for vehicle use as illustrated in Schedule 'A' attached to and forming part of this Agreement.

2. Schedules

The following schedules are attached hereto and form a part of this Agreement:

Schedule 'A' Travelled Portion, Alternate Truck Route

3. Standards

The Parties hereby agree that the Travelled Portion of the Alternate Truck Route shall be managed/maintained as per *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways*.

The Parties shall keep records as required by the *Ontario Regulation 239/02* and/or By-law No. xx-xx and shall provide, at no cost, litigation or delay, those records documenting work performed to the other Party upon written request.

4. Maintenance Requirements

The County shall arrange for maintenance of the Alternate Truck Route by the County of Bruce, through ongoing coordination with the Municipality of West Grey.

The operations departments of each party shall make best efforts to communicate and coordinate maintenance activities to ensure minimum maintenance standards are met.

When required, the County shall supply all labour, equipment and material required to maintain the Alternate Truck Route including:

- removal of accumulated sand and other debris;
- signage;
- pavement surface i.e., remediation of potholes, surface undulations;
- shouldering surface ie., remediation of potholes, surface undulations;
- drainage;
- lane markings; And
- winter operations.

Examples of coordinated maintenance activities are:

- coordinating of afternoon/evening snowplowing of the ATR during heavy snowfall events;

- coordinating centreline and edge of pavement line painting; And
- attending to debris calls, such as downed trees, roadkill, etc.

The County will utilize the MODIP road screening program to record the existing and final conditions of the section of Concession 8 being utilized for the ATR. Upon the completion of the ATR, the County will compare the results of the final conditions screening to the implementation screening. The County will be responsible for returning any noted deficiencies observed between implementation and the final screening to the same or better condition observed in the implementation screening.

The County shall require Maintenance to be performed as per the standards set by ACROW, or Ontario Traffic Manual Book 11, or MTOD Standard Drawings or *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways* or accepted industry standards.

The County shall require to carry out inspections of the Road once per week (Sunday to Saturday) with no more than seven (7) days between inspections for the period of the Agreement.

The County shall be required to record all inspections completed of the Road.

The County shall be required to provide the record of inspections to the Municipality of West Grey on a monthly basis.

The County shall be required to provide appropriate insurance, including adding the Municipality as an additional insured to the appropriate insurance policies, during the period of the contract.

The County shall be required to indemnify the Municipality, in any contract that includes Maintenance of the County.

5. Travelled Portion – Responsibilities

The County shall remove snow and manage ice on the Travelled Portion as illustrated in Schedules 'A' as per the Standard while the portion of Queen Street is utilized as the Alternate Truck Route per this Agreement.

6. Payment for Damages

The County shall compensate the Municipality upon demand for all damages to the lands and/or structures arising out of the County's performance of its responsibilities.

7. Additional Responsibilities

Responsibilities beyond that identified in Sections 4, 5, and 6 shall be considered as Additional Responsibilities.

Additional Responsibilities shall be authorized by the Parties as per Section 8 Modification(s) to the Agreement.

8. Modification(s) to Agreement

The Parties agree that modification(s) to this Agreement, where mutually agreed upon in writing by each Party, shall be permitted without a by-law or other formal approval mechanism, where the intent of the modification(s) is to address, improve, or correct operational or maintenance issues.

9. Insurance and Indemnification

For the duration of this Agreement, both parties shall maintain in force Comprehensive General Liability Insurance in an amount of no less than \$5,000,000 per occurrence, including Products and Completed Operations and Broad Form Property Damage coverage. Each party shall provide to the other party a Certificate of Insurance evidencing coverage is in force and adding the other party and its directors, officers, councillors, employees, representatives and volunteers as additional insureds with a Cross Liability Clause providing joint and several coverage to all insured parties. Each Certificate shall contain a provision to provide no less than thirty (30) days written notice to the certificateholder in the event of cancellation or material change in coverage.

Each party to this Agreement agrees to Indemnify and Hold Harmless the other party and its directors, officers, councillors, employees, representatives and volunteers from all liability, all manner of actions, causes of action, suits, claims, demands, expenses and costs whatsoever arising from any negligent actions or omissions, either committed or alleged, in the performance of its responsibilities and duties under this Agreement.

10. Notification of Incidents and Claims

Each Party shall immediately provide notice to the other Party of all incidents, or circumstances, that may result in a lawsuit or insurance claim arising from the responsibilities as set out in this Agreement.

11. Notices

Any notice given by the Municipality to the County under this Agreement shall be served personally or by sending same by e-mail to:

County of Bruce

Attention: Director, Transportation & Environmental Services

30 Park Street, Box 398

Walkerton, ON. N0G 2V0

E-mail: astanley@brucecounty.on.ca

or such other address as the County may from time to time designate by written notice to the Municipality.

Any notice given by the County to the Municipality under this Agreement shall be served personally or by sending same by email to:

Municipality of West Grey

Attention: Clerk

402813 Grey Rd 4, RR#2

Durham, ON. N0G 1R0

E-mail: clerk@westgrey.com

or such other address as the Municipality may from time to time designate by written notice to the County.

12. Dispute Resolution

The Parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operational level. In event that a resolution is not achieved, the disputing Parties shall provide the other Party with written notice of the same and the Parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve such dispute within sixty (60) calendar days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings.

Except where clearly prevented due to the nature of the dispute, the Parties agree to continue performing their respective obligations under this Agreement while a dispute is subject to the terms of this section.

13. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything in this Agreement shall continue in full force and effect.

14. Assignment

This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party.

15. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

16. Entire Agreement

This Agreement and the attached Schedule(s) form the entirety of the Agreement between the Parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per: _____

Name: Kevin Eccles

Title: Mayor

Per: _____

Name: Jamie Eckenswiller

Title: Clerk

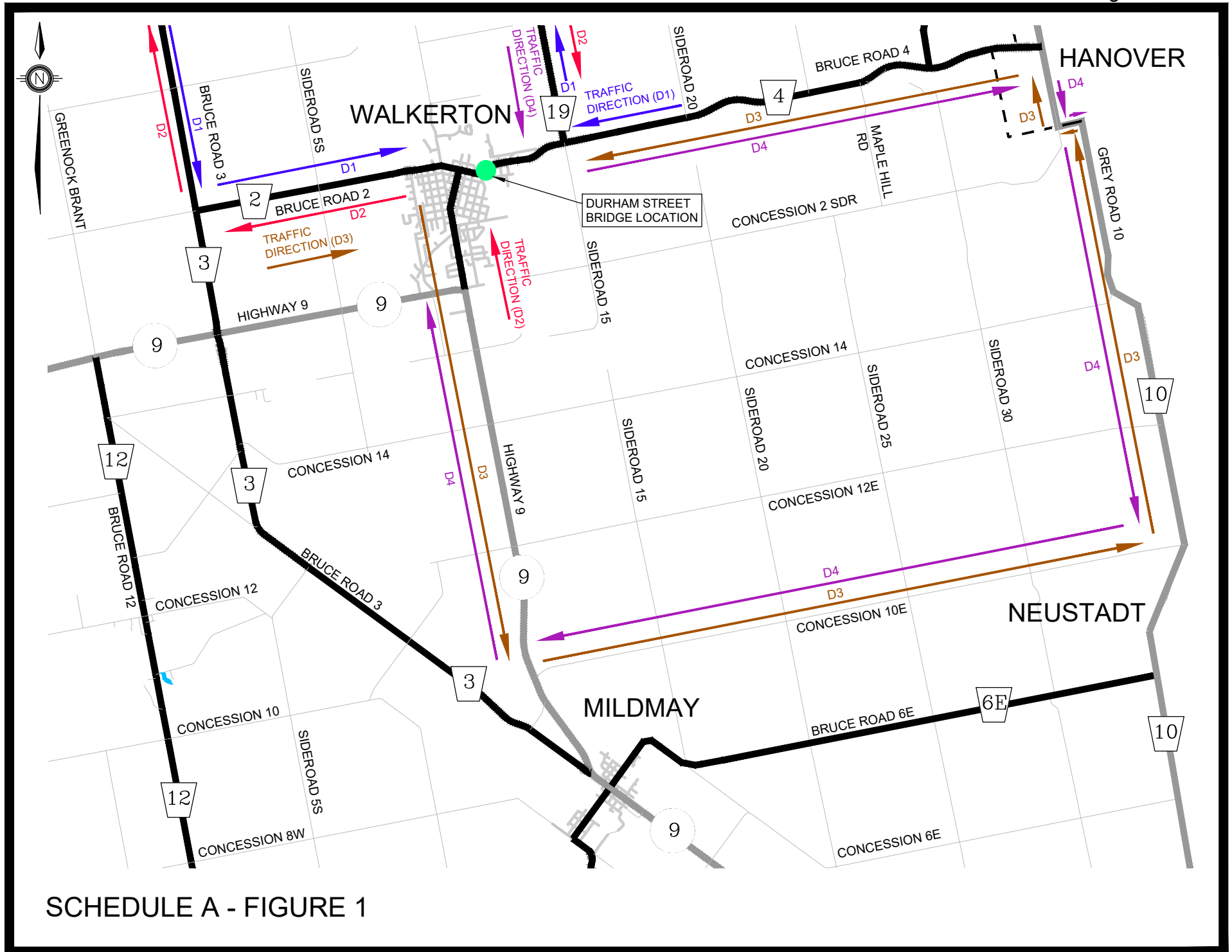
We have the authority to bind the Corporation

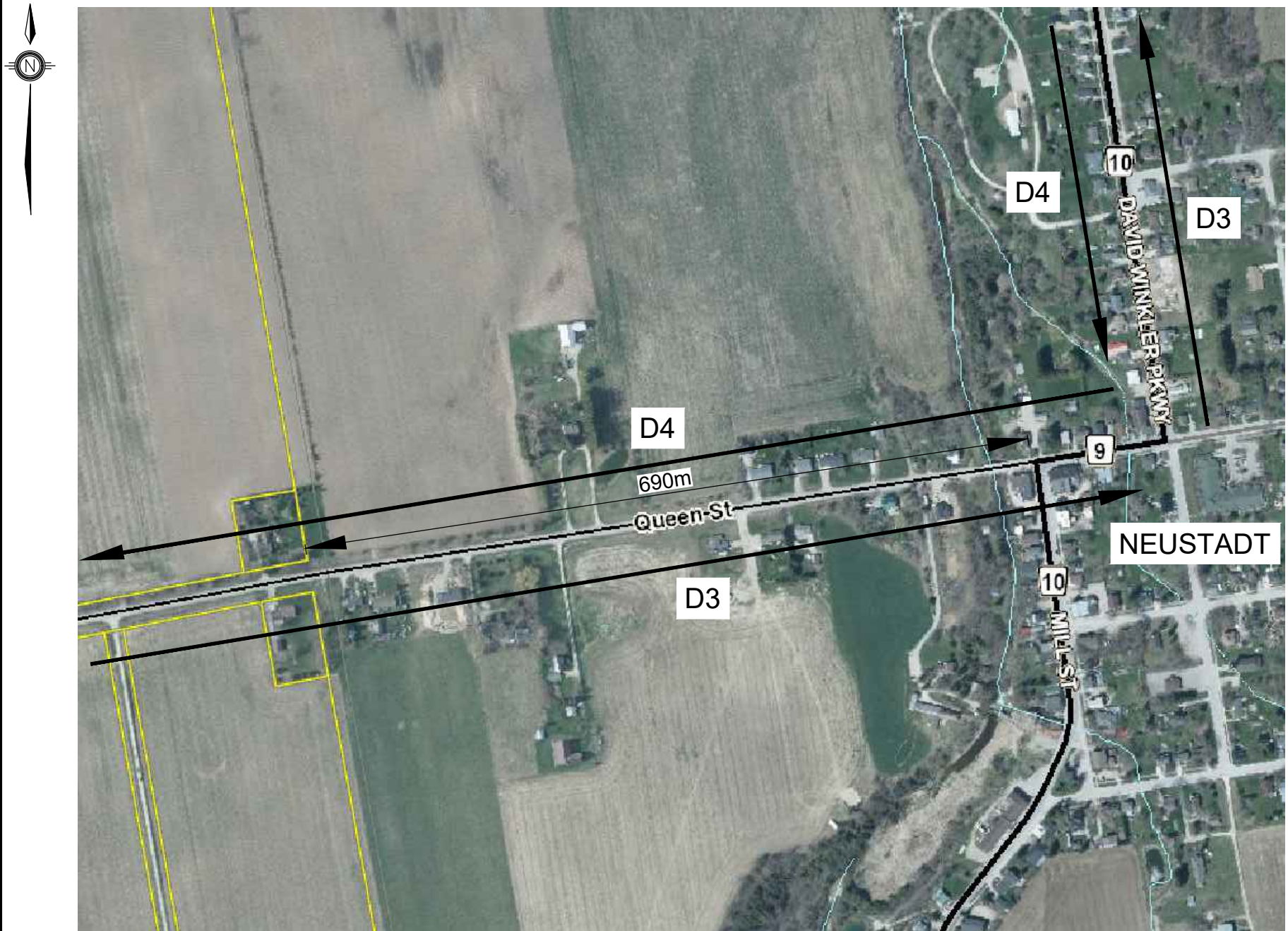
THE CORPORATION OF THE COUNTY OF BRUCE

Per: _____

Name: Adam Stanley

Title: Director of Transportation & Environmental Services





SCHEDULE A - FIGURE 2



Staff Report

Report To: Council
Report From: Geoff Aitken, CET – Manager, Public Works
Meeting Date: February 20, 2024
Subject: IPW-2024-07 – Normanby Arena Complex – Condenser RFP

Recommendations:

THAT in consideration of staff report “IPW-2024-07 – Normanby Arena Complex – RFP”. council directs staff to issue a Request for Proposals to replace the existing condenser at the Normanby Arena Complex.

Highlights:

- In 2023 it was discovered that the condenser at the Normanby Arena Complex had deteriorated and needs to be replaced soon, as early as 2025.
- In the 2024 capital budget a new reserve was created to work towards saving for a replacement condenser.
- At the end of January 2024, the condenser stopped working and a water leak was discovered. Kore Mechanical was able to make a temporary repair to start the condenser.
- Kore Mechanical has advised that the condenser may not be able to have any further repairs.

Previous Report/Authority:

None.

Analysis:

In 2023 it was discovered that the condenser at the Normanby Arena Complex was nearing its end of life. The current service provider has given an estimate to supply and install a new condenser for budgeting purposes. The initial plan was to replace the condenser in either 2025 or 2026, and as such, a reserve account was established in the 2024 capital budget dedicated to the replacement of the condenser.

During the week of January 29, 2024, the condenser failed. The service provider was contacted and was able to make an emergency repair. Fortunately, the facility did not lose its ice. The service provider noted that it is unlikely that the condenser can be repaired again should it fail.

Given the milder than normal temperatures so far in the 2023/2024 season, the condenser is working harder than normally expected for February. Further, there is an expectation that the ice plant will be restarted in late July for ice to be available in August. Considering that August can see temperatures greater than 30 degrees Celsius, it is anticipated that if the condenser runs in August, it will likely fail.

The proposed solution is to replace the condenser in 2024. There is a 14-to-16-week gap from the time of order until arrival of the condenser. Timing is now critical. The ask is for council to direct staff to issue a Request for Proposals (RFP) immediately for the unplanned expense to supply and install a new condenser. The idea is to have the RFP close in time to have a staff report back to council for the March 5, 2024, council meeting, asking council for approval of the unplanned expense. This would allow the condenser to arrive in time to be installed in July, which will greatly reduce the risk of any negative impact to rentals and revenue.

The risk of not replacing the condenser is that failure will result in cancelled ice rentals. If the failure occurred in August, it could result in no ice for the start of the 2024/2025 season, forcing renters to look for alternative ice rental locations.

Financial Implications:

There is no financial impact direct or indirect because of this report. If council approves the release of the RFP to supply and install a condenser, there will be a follow up staff report detailing the unplanned expense. To fund the expense, staff will review the reserve account balances for possible reallocation towards the condenser.

If failure of the condenser occurred during prime ice rental season, anticipated revenue loss could be \$80,000 to \$100,000.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the West Grey website.

Consultation:

Facilities Superintendent, Normanby & Neustadt

Corporate and Community Initiatives Officer

Supervisor, Urban Operations

Interim CAO/Director, Finance/Treasurer

Director, Legislative Services/Clerk

Director, Infrastructure and Development/CBO

Attachments:

Correspondence from Kore Mechanical dated February 5, 2024

Recommended by:

Geoff Aitken, Manager, Public Works

Karl Schipprack, Director, Infrastructure and Development/CBO

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Manager, Public Works at publicworks@westgrey.com or 519-369-2200 x 227.



February/05/2024

VIA EMAIL

Ayton Arena
112102 Grey Road 3,
Ayton ON NOG 1CO

Attn: Manager

Re: Refrigeration Evaporative Condenser Replacement

As the service company for Ayton Arena for the past 16 years, we are recommending the replacement of the ammonia evaporative condenser.

Due to the overall condition of the existing condenser with all the water leak repairs and corrosion we highly recommend replacement. In addition to the repairs already completed there is a good chance for this equipment could fail and be non repairable. With the manufacturing delays and because these units are not a in stock item the order time is between 14-16 weeks from order PO.

K. Stuckey
Kent Stuckey
KORE MECHANICAL INC.



Staff Report

Report To: Council

Report From: Kodey Hewlett, Corporate and Community Initiatives Officer

Meeting Date: February 20, 2024

Subject: Recreation – Durham Minor Ball Signage Request

Recommendations:

THAT in consideration of staff report “Recreation – Durham Minor Ball Signage Request”, council authorizes Durham Minor Ball to install sponsorship signage seasonally at the Durham Ball Diamonds.

Highlights:

- Durham Minor Ball has requested authorization to run a sponsorship campaign at the Durham Ball Diamonds by hanging signage on the outfield fences.
- The request has previously been granted to a similar organization, The Diamond Project.
- Authorization of the campaign would allow the organization to keep fees affordable and purchase needed equipment for the season.

Previous Report/Authority:

None.

Analysis:

Staff were recently approached by Durham Minor Ball requesting authorization to create a sponsorship campaign for the organization that would allow businesses and supporting organizations to purchase advertising space on the outfield fences at the Durham ball diamonds, seasonally. Funds raised through the sponsorship campaign would allow Durham Minor Ball to keep registrations costs affordable for families as well as purchase necessary equipment required for the season.

The requested sponsorship campaign is not new to the Durham Ball Diamonds; council authorized the same campaign to be operated by The Diamond Project, a volunteer-lead

refurbishment campaign that helped to raise funds for upgrades to the ball diamonds which concluded operations in 2020.

Staff have no concerns with Durham Minor Ball restarting the sponsorship campaign and it aligns with other fundraising efforts such as the Durham Lions Club off-leash dog park sponsorship campaign.

Financial Implications:

None.

Communication Plan:

Following council direction, staff will coordinate signing of liability documents with Durham Minor Ball

Consultation:

- Director, Legislative Services/Clerk
- Director, Finance/ Treasurer
- Mallory Hutchinson, Durham Minor Ball President

Attachments:

- Durham Minor Ball (DMB) – Request to Council Re. Sponsorship

Recommended by:

Kodey Hewlett, Corporate and Community Initiatives Officer

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Kodey Hewlett, Corporate and Community Initiatives Officer at khewlett@westgrey.com or 519-369-2200 x240.

DURHAM MINOR BALL

To Kevin Eccles and our West Grey Council,

Durham Minor Ball is starting registration soon, we have reviewed last years fees and do need to raise the amount to cover costs for the season. It has also been decided that we would like to pursue sponsorships which is something that has not happened in a few years; we need to purchase a new pitching machine and replace some current equipment for the league.

As the new president, I am reaching out to ask for permission to install sponsorship signage on the outfield fences. This was a sponsorship that Durham Diamond Project did originally and we received a great amount of positive feedback from locals but also out-of-towners for how the signage looked and what it represented. We have planned a 3 tier system of gold, silver and bronze sponsorships that will be advertised on our website and depending on the tier they choose would warrant how long their sign is posted on our fences. As we did for Durham Diamond Project, Durham Minor Ball would be responsible for hanging and take down at end of season if this was permitted.

As we approach this season, the increase in our registration we kept as low as possible still (still about 50% less than Hanover) as we feel creating an opportunity for as many as possible in our area was crucial. Sponsorships will help, but the support from West Grey Council would mean a lot as well.

Thank you,

Mallory Hutcheson
President, Durham Minor Ball



Staff Report

Report To: Council

Report From: Kodey Hewlett, Corporate and Community Initiatives Officer
Geoff Aiken, Manager, Public Works

Meeting Date: February 20, 2024

Subject: Recreation Services – Durham 150th Homecoming Splashpad Project Water Capacity Follow Up

Recommendations:

THAT in consideration of staff report “Recreation Services – Durham 150th Homecoming Splashpad Project Water Capacity Follow Up”, council directs staff to proceed with a “continuous flow” splashpad system.

Highlights:

- As part of the 2022 homecoming celebrations the Durham Homecoming Committee has determined they would like to install a legacy project of a community splash pad.

Previous Report/Authority:

[Recreation Services - Durham 150th Homecoming Splashpad Project](#)

Analysis:

On December 5, 2023, council received a report regarding the Durham 150th Homecoming Splashpad project. During the report council approved the splashpad to be situated at the Durham Town Hall park and provided \$100,000 in development charges funding towards the project. At the time of the report water capacity was still being reviewed to determine which type of system best suits the site. Following review of the water and sewer capacity in the town of Durham, staff have determined that the water/sewer system could support a continuous flow system provided ongoing work/capital funding towards water and sewer systems in Durham continues. Should

water/sewer capital work not continue, splash pad features may have to be temporarily limited/deactivated. Full activation of the splashpad is contingent on bringing a new well online in the next two to three years.

Staff have explored the potential of discharging the wastewater from the system into nearby waterways, however given the timeline of the project staff recommend discharging wastewater into the sanitary sewer system as many levels of local, provincial, and federal approval would be required to discharge into waterways in addition to the installation of a de-chlorination system.

Financial Implications:

Installation of the splashpad during 2024 will result in unbudgeted operational costs with the majority caused by water and sewer utility costs. Staff will use the 2024 season to determine ongoing costs to be included in the 2025 budget. Based on preliminary water consumption estimates the impact may be an additional \$6,000 to \$10,000 to the operating budget.

Communication Plan:

Following council direction staff will work with the Durham 150th Homecoming committee to complete the project for a tentative opening summer 2024 pending permits, fundraising, and accessibility approvals.

Consultation:

- Durham 150th Homecoming Committee
- Director of Finance/ Treasurer
- Rakesh Sharma, Municipal Water Consultant/ Engineer

Attachments:

None.

Recommended by:

Kodey Hewlett, Corporate and Community Initiatives Officer

Geoff Aitken, Public Works Manager

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Kodey Hewlett at khewlett@westgrey.com or 519-369-2200 x 240.



Staff Report

Report To: Council
Report From: Kodey Hewlett, Corporate and Community Initiatives Officer
Meeting Date: February 20, 2024
Subject: Recreation Services – Neustadt Adult Roller-skating

Recommendations:

That in consideration of staff report “Recreation Services – Neustadt Adult Roller-skating”, council directs staff to:

1. proceed with offering an adults-only roller-skating program; and
2. bring forward a bylaw to amend the fees and charges bylaw to add an adults-only roller-skating program admission fee of \$10.00 per person.

Highlights:

- Roller-skating in Neustadt has continued to be a very popular program.
- In response to community interest, staff proposed the creation of an adults only (18+) roller-skating program.
- This new program would allow for increased recreational programming revenue.

Previous Report/Authority:

None.

Analysis:

Roller-skating in Neustadt has been a long-standing Friday night tradition for patrons of all ages.

The number of attendees continues growing, attracting patrons from all over West Grey and as far as the Kitchener-Waterloo areas. As interest has grown, so too has the interest for an adults-only (18+) roller-skating program.

The municipality was recently approached by a group of roller-skaters requesting an adults-only roller-skate. Included with the request was a signed letter of interest with over 30 skaters.

After reviewing facility scheduling, a monthly 3-hour skate would be feasible. Pending council approval, staff are requesting authorization to proceed with creating a monthly adults only skating program with an admission fee of \$10.00 per person.

Financial Implications:

It is anticipated that the additional expenses associated with this new program would be covered by the increased revenues (Neustadt). Current skate rental fees would still apply.

Communication Plan:

Following council approval, staff will launch a communications campaign advertising the new program.

Consultation:

- Facilities Superintendent (Neustadt / Normanby)
- Director of Finance
- Director of Legislative Services / Clerk

Attachments:

None.

Recommended by:

Kodey Hewlett, Corporate and Community Initiatives Officer

Submission approved by:

Laura Johnston, Chief Administrative Officer

For more information on this report, please contact Kodey Hewlett, Corporate and Community Initiatives Officer at khewlett@westgrey.com or 519-369-2200 x.240.



Staff Report

Report To: Council
Report From: Karl Schipprack, Director of Infrastructure & Development/CBO
Meeting Date: February 20, 2024
Subject: 2023 Year End Building Activities

Recommendations:

That in consideration of staff report '2023 Year End Building Activities', council receives the report for information purposes.

Highlights:

- Building department activity for all of 2023.
- 2020, 2021 and 2022 information is provided for comparison.
- Overall building activity is down from previous years.

Previous Report/Authority:

None.

Analysis:

The purpose of this staff report is to provide the year end 2023 building department activity on number of permits, project value and permit fees. This report also provides the 2020, 2021 and 2022 building department activity for comparison. Year-end number of issued building permits is down by 42%, building permit fees are down 52% and project values are down by 51% from 2022. There were 57 new residential units added in 2023, down 61% from 2022.

Financial Implications:

Building department revenue is under budget for 2023. Increasing fees is not required at this point. The short fall will be covered by reserves.

Consultation:

None.

Attachments:

None.

Recommended by:

Karl Schipprack, Director of Infrastructure & Development/CBO

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Karl Schipprack at kschipprack@westgrey.com or (519)-369-2200 Ext. 234.



Staff Report

Report To: Council
Report From: Karl Schipprack, Director of Infrastructure & Development/CBO
Meeting Date: February 20, 2024
Subject: Agreement to Provide Pound Services

Recommendations:

THAT in consideration of staff report 'Agreement to Provide Pound Services', council directs staff to enter into an agreement with the Walkerton-Hanover Veterinary Clinic to provide pound services for the Municipality of West Grey.

Highlights:

- The Walkerton-Hanover Veterinary Clinic provides services to the municipality with respect to the municipal Dog Control Bylaw 87-2009.
- Presently, the services provided by the Walkerton-Hanover Veterinary Clinic have been provided without a formal agreement in place.
- A formal agreement between the municipality and the clinic is recommended to ensure pound services continue to be provided.

Previous Report/Authority:

None.

Analysis:

With the municipality entering into a formal agreement with the Walkerton-Hanover Veterinary Clinic the arrangements for services and administration processes can be standardized for both the Walkerton-Hanover Veterinary Clinic and the municipality. This ensures the delivery of services by both parties can be consistent and transparent by the conditions outlined in the service agreement.

Financial Implications:

There are no costs associated with entering into this agreement. Costs for veterinary care and housing of animals is billed to the animal owner. The municipality is responsible to pay all costs for animals that are not claimed by their owner for the duration of the holding period plus three days.

Consultation:

Jamie Eckenswiller - Director of Legislative Services/Clerk

Clayton Stinson - Walkerton/Hanover veterinary Clinic

Julia Fisher – Fisher Law

Attachments:

Walkerton-Hanover Vet Clinic and West Grey Pound Services Agreement

Recommended by:

Karl Schipprack, Director of Infrastructure & Development/CBO

Submission approved by:

Kerri Mighton, Interim Chief Administrative Officer

For more information on this report, please contact Karl Schipprack at kschipprack@westgrey.com or (519)369-2200 Ext. 234.

Pound Services Agreement

This Agreement dated the ____ day of February, 2024.

Between

The Corporation of the Municipality of West Grey
(hereinafter referred to as the “**Municipality**”)

-and-

Walkerton Hanover Veterinary Clinic
(hereinafter referred to as the “**Clinic**”)

WHEREAS the *Animals for Research Act*, R.S.O. 1990, c. A.22, the *Municipal Act 2001*, S.O. 2001, c.25, and the *Pounds Act*, R.S.O. 1990, c. P.17, contain certain provisions relating to Animals and Dogs, including provisions enabling municipalities to pass bylaws relating to animals and dogs; and

WHEREAS pursuant to the above-mentioned statutes, the municipality has passed and will pass bylaws relating to animals and dogs; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and mutual covenants herein

1. Definitions

- (a) “**Animal Control Officer**” means a person or persons duly appointed by the Municipality to enforce the provisions of this by-law and includes any police officer appointed pursuant to the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended;
- (b) “**Business Day**” - means any day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario.
- (c) “**Dog**” means any domestic dog (*canis familiaris*); and
- (d) “**Owner**” includes any person who keeps or harbours a dog and where the owner is a minor, the person who is responsible for custody of the minor.

2. Term

This agreement shall come into effect as of the XX day of XX 2024 and shall remain in effect until its termination pursuant to the terms of this agreement.

3. Services

- (a) The clinic agrees to provide pound services for the municipality more particularly described in **Schedule “A”** attached hereto (the “**Services**”).

4. Payment for Services

- (a) When providing the services for the municipality, the clinic may charge for admittance fees, housing, disposal, and any other fees as required, in their sole discretion when providing the services to the municipality. The clinic shall provide and charge for these services until three business days has elapsed.
- (b) If no owner has been found after three business days, then the municipality agrees to pay for boarding fees until the dog is released from the clinic or until three business days has elapsed, whichever occurs first.
- (c) All fees for services incurred on behalf of the municipality shall be charged at current clinic rates, which are subject to increase at any time without prior notice.
- (d) The municipality is responsible for all outstanding fees invoiced by the clinic for all services provided to the municipality pursuant to this agreement.

5. Conditions for Release

- (a) It is agreed the municipality is responsible for ensuring that all conditions for release implemented by the municipality have been met prior to instructing the clinic to release a dog to its owner, including but not limited to:
 - i. Determining who the owner of the dog is;
 - ii. Ensuring the owner has a valid license with the municipality for the dog;
 - iii. Ensuring the municipality is satisfied that the owner has and/or will reimburse the municipality for all municipal fines, licensing fees, and clinic fees incurred by the municipality for the services provided, etc.;
 - iv. Ensuring the owner of the dog acknowledges the release of the dog will be arranged directly with the clinic during regular business hours, when staffing and additional resources, as necessary, are available.
- (b) For further clarification, it is acknowledged and agreed that at no time will the clinic be responsible for determining the owner of a dog. Notwithstanding, at the request of the municipality, the clinic will scan a dog for microchip information and provide said information to the municipality to assist in their search for the owner of a dog.
- (c) Upon the municipality being satisfied that all conditions of release have been met, an authorized employee of the municipality shall provide written authorization to the clinic permitting the release of a dog back to its owner,

together with the full legal name of the owner, as determined in the sole discretion of the municipality, to the clinic so that clinic staff can confirm the owner's identity at the time of the dog's release.

6. Independent Contractor

- (a) The clinic is, and will at all times, remain an independent contractor of the municipality and is not and shall not represent itself to be the agent, partner, joint venturer, or employee of the municipality. No acts or assistance given by the municipality to the clinic shall be construed so as to alter this relationship.
- (b) The clinic shall bear all expenses in connection with the services, including, without limiting the generality of the foregoing, income and other taxes, Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance premiums and costs and including the procurement and costs of any other benefits.

7. Clinic's Responsibilities

- (a) The clinic, its agents, servants, employees, and all persons under the control of the clinic shall use due care in the provision of their Services under this agreement.

8. Mutual Indemnification

- (a) Each party agrees that if it fails to observe or perform any obligation, or breaches any obligation within this agreement, it will indemnify and hold the other party, and the other party's directors, officers, agents, and/or employees harmless from and against the full amount of any loss, including but not limited to any and all claims, demands, actions, losses, causes of action, proceedings, suits, damages, expenses or liability of any kind, in which the other party or the other party's directors, officers, agents, and employees may suffer as a result of the said breach or failure to perform.

9. Insurance

- (a) The clinic and the municipality shall each carry comprehensive general liability insurance, to cover all acts, obligations and responsibilities conducted in accordance with this agreement by the municipality and clinic, respectively, and their agents, servants, employees, sub-contractors and all persons under their control in amounts consistent with their market practice.

10. Termination

- (a) Either party may terminate this agreement without reason upon thirty (30) days written notice delivered to the other party, in accordance with section 11 of its intention to terminate ("Notice of Termination").
- (b) If the clinic is found to be in breach of any of its obligations under this agreement including, without limiting, performing the services in a manner which is not, in the judgement of the municipality, acceptable or in conformance with this agreement, the municipality may terminate the agreement upon a minimum of one days' written notice to the clinic in accordance with section 11.
- (c) The municipality acknowledges that should it terminate this agreement in accordance with this section, the municipality is solely responsible for the removal and/or transport of any dogs in the clinic's care on or before the termination date.
- (d) The clinic acknowledges that should it terminate this agreement in accordance with this section, it will provide best efforts in assisting the municipality in their removal and/or transport of any dogs in the clinic's care on or before the termination date.
- (e) Notwithstanding, the municipality acknowledges that upon delivery or receipt of any notice of termination of this agreement, all clinic fees for services incurred in accordance with this agreement up to the date of termination shall be due and payable to the clinic by the municipality.

11. Notice

- (a) All notices ("Notice") given under this agreement are to be set forth in writing and delivered personally, by facsimile, email correspondence, or by registered mail to:

The municipality at:

Attention: Director of Legislative Services/Clerk

The Corporation of the Municipality of West Grey

402813 Grey Road 4

Durham, ON N0G 1R0

Email Address: clerk@westgrey.com

The clinic at:

Attention: Office Manager

8 Brant Sideroad 20

Walkerton, Ontario, N0G 2V0

Fax Number: 519-881-0108

Email Address: walkhanvetclinic@whvc.ca

- (b) In the case of personal delivery, the notice shall be deemed received on the date of delivery and in the case of registered mail, the notice shall be deemed received five business days after mailing.
- (c) In the case of delivery by facsimile or email transmission, notice shall be deemed received on the first business day after confirmed transmission.
- (d) The addresses for delivery may be changed from time to time by either party by notice as above provided in this section.
- (e) No notice, payment may be given by mail during a real or anticipated mail strike in Canada.

12. Waiver

- (a) No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

13. Assignment

- (a) This agreement shall not be assigned by any party hereto without the other party's written consent. Any attempted assignment without the required consents shall be void.

14. Entire Agreement

- (a) This agreement and the schedules attached hereto constitute the entire agreement between the parties and supersedes all other agreements, understandings, negotiations and discussions with respect to the subject matter, whether oral or written. No amendment or waiver of this agreement shall be binding unless executed in writing by both parties hereto.

15. Invalidity of Provision

- (a) The invalidity or unenforceability of any provision of this agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

16. Enurement

- (a) This agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

17. Headings

- (a) Headings are not to be considered part of the agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs.

18. Jurisdiction

- (a) This agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such province shall have exclusive jurisdiction to ascertain any action in connection with this agreement.

IN WITNESS WHEREOF the municipality has hereunto caused to be affixed the corporate seal under the hands of the mayor and clerk and the clinic has signed under the hands of its duly authorized officers as of the date of the agreement.

Walkerton/Hanover Veterinary
Professional Corporation (the "Clinic")

The Corporation of the Municipality
of West Grey (the "Municipality")

Name:

Jamie Eckenswiller
Director of Legislative Services/Clerk

Position:

Karl Schipprack
Director of Infrastructure and
Development/CBO

I have the authority to bind the Corporation.

We have the authority to bind the
corporation.

Schedule “A” Pound Services

In accordance with all applicable federal and provincial statutes and municipal bylaws:

Retrieval and Intake

- (a) The clinic will provide assistance, as staffing and resources allow, to the municipality when their animal control officer is delivering a dog to the clinic.
- (b) It is acknowledged by the municipality that if a dog is delivered to the clinic outside of regular business hours, there may not be staff available or present at the clinic to assist the animal control officer when delivering a dog.
- (c) Upon delivery of a dog to the clinic by the municipality, the clinic will implement their standard intake procedures.
- (d) In order for this agreement to apply, a municipal officer must authorize that a dog has been impounded and in care of the clinic.

Standard of Care

The clinic will:

- (e) provide a proper and adequate dog shelter which will be available for use as the municipality pound. The facilities shall be operated and maintained at the clinic's own expense in a reasonably neat, clean and sanitary condition with adequate exercise space;
- (f) provide all dogs with sufficient and suitable shelter, warmth, lighting, cleaning, sanitation and veterinary care (as required), and any other care required to maintain the health, safety and well-being of such dogs;
- (g) provide all dogs with clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
- (h) provide all dogs with the opportunity for exercise sufficient to maintain good health unfettered from a fixed area, in the sole discretion of the clinic based on their assessment of the dog(s), under appropriate control;
- (i) ensure that all persons who attend to the care of dogs have the skill, knowledge, ability and supplies necessary for the humane care of such Dogs; and
- (j) protect all Dogs from unsupervised handling by members of the public.

Veterinary Care

The clinic will:

- (k) ensure that medical treatment by a licensed veterinarian is reasonably available to provide necessary treatment to any dog impounded;
- (l) ensure the prompt examination and treatment by a licensed veterinarian when any dog in the clinic's care exhibits signs of pain, suffering, injury, illness or distress;
- (m) provide a suitable area to segregate dogs who may be injured, ill, in need of special care, treatment, or attention, from other animals and dogs; and
- (n) ensure that all incidents of zoonotic diseases are identified and reported to the appropriate agency.

Release, Future Care or Adoption

- (o) Prior to releasing any dog, the clinic will ensure it has received written authorization from the municipality to release the dog to its determined owner in accordance with section 5 of this agreement;
- (p) In the event that the municipality concludes that no owner of the dog is found in three business days, the municipality shall provide written confirmation to the clinic of same. The clinic shall then take full care and control of the dog and make best efforts to adopt out the dog.

Euthanasia

- (q) In the event that, at the clinic's discretion, they receive a dog with medical or behavioral issues that will impact the dog's quality of life, or a dog showing signs of serious aggression that impacts the safety of others the clinic, in concert with the municipality, may decide to euthanize the dog.
- (r) In all instances, the clinic will ensure that any necessary euthanasia of the dog is performed in a humane manner, and that this procedure is undertaken only by a licensed veterinarian or under veterinary supervision.
- (s) In the event it is necessary to euthanize the dog, the clinic will dispose of the corpse of such dog in a manner prescribed and a method approved by law.

Records

- (t) The clinic will maintain a record, by calendar year, of all dogs it handles in the performance of the services for the municipality. The records, which remain the property of the clinic, shall be released to the municipality

upon written request by an authorized officer or employee and shall contain the following information for the municipality:

- (i) the number of impounded dogs claimed by owners, adopted to new owners, sold pursuant to the *Animals for Research Act*, and euthanized;
- (ii) the number of dogs quarantined at the clinic (if/as recorded on the clinical records);
- (iii) any additional information that may be required by the federal or provincial governments upon receiving written notice of same from the municipality.

Facilities

The clinic will:

- (u) be responsible for the maintenance, repairs, and all other operating costs of the clinic facilities and equipment used in connection with the services performed on behalf of the municipality.

Service Hours

- (v) The clinic will maintain regular business hours as provided for on the clinic's website and will provide the agreed upon services at the clinic during regular business hours.
- (w) The clinic will provide emergency/after hour access and care at the discretion of the clinic. The municipality acknowledges that if emergency/after hour access or care is required, that said care is subject to a mutual emergency on-call agreement with an on-call clinic. If the on-call clinic is on call outside of the clinic's regular business hours, the municipality acknowledges and confirms:
 - (i) The animal control officer is responsible to arrange for and deliver the dog to the on-call clinic;
 - (ii) The immediate intake and/or emergency care of the dog shall be completed by the on-call clinic, acting as an agent of the clinic with respect to services performed under this agreement;
 - (iii) Upon the re-opening of the clinic during regular business hours, it is the responsibility of the animal control officer to transport the dog from the on-call clinic to the clinic; and
 - (iv) The on-call clinic will invoice the municipality directly for all services performed by them in accordance with section 4 of this agreement.



Staff Report

Report To: Council

Report From: Jamie Eckenswiller, Director of Legislative Services/Clerk

Meeting Date: February 20, 2024

Subject: Statement of 2023 Council Remuneration and Expenses

Recommendations:

That in consideration of Staff Report 'Statement of 2022 Council Remuneration and Expenses', council receives the report for information purposes.

Highlights:

- The *Municipal Act, 2001* requires municipalities to report on remuneration and expenses paid to members of council.
- Council members were allocated \$1,500 for conference registration. Expenses related to the conference such as meals, mileage, and accommodations are not included in the \$1,500.00 allotment.

Strategic Plan Alignment:

This report supports the delivery of core services.

Previous Report/Authority:

None.

Analysis:

The *Municipal Act, 2001* requires municipal treasurers to submit to council an itemized statement of remuneration and expenses paid to or on behalf of each council member and members of local boards. Specifically, section 284 (1) states that:

The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- a. each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- b. each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- c. each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

West Grey Bylaw No. 2023-024 identifies the amount that each member of council is permitted to spend on conference registration, excluding expenses related to the conference. The allotment for each member in 2023 was \$1,500.00. Additionally, members of council are permitted to claim expenses related to the conference such as meals, mileage, and accommodations.

Members of council are also permitted to claim mileage expenses for travel to and from council meetings.

Financial Implications:

There are no financial implications associated with this report.

Communication Plan:

This report will be available on the council page of the West Grey website.

Consultation:

Director of Finance/Treasurer

Attachments:

1. Statement of 2022 Remuneration and Expenses

Recommended by:

Jamie Eckenswiller, AMP

Director of Legislative Services/Clerk

Submission approved by:

Laura Johnston, Chief Administrative Officer

For more information on this report, please contact Jamie Eckenswiller, Director of Legislative Services/Clerk at clerk@westgrey.com or 519-369-2200 ext. 229.

2023 Council Remuneration & Expenses

			COUNCIL							
Name		Position	Honorarium	Technology Allowance	Conference Per Diems	Subtotal	Mileage	Conference Expenses	Subtotal Expenses	TOTAL
Eccles	Kevin	Mayor	36,327.60	900.00	1,029.72	38,257.32	2,777.35	2,676.78	5,454.13	43,711.45
Foerster	Scott	Councillor	22,532.28	900.00	514.86	23,947.14	857.39	1,344.53	2,201.92	26,149.06
Hutchinson	Doug	Councillor	22,532.28	900.00	1,029.72	24,462.00	289.61	990.78	1,280.39	25,742.39
Hutchinson	Tom	Deputy Mayor	27,525.72	900.00	629.55	29,055.27	1,473.98	3,587.84	5,061.82	34,117.09
Nuhn	Joyce	Councillor	22,532.28	900.00	1,029.72	24,462.00	1,409.06	1,786.29	3,195.35	27,657.35
Shea	Geoffrey	Councillor	22,532.28	900.00	514.86	23,947.14	108.07	2,500.60	2,608.67	26,555.81
Townsend	Doug	Councillor	22,532.28	900.00	-	23,432.28	622.25	50.00	672.25	24,104.53
TOTAL			176,514.72	6,300.00	4,748.43	187,563.15	7,537.71	12,936.82	20,474.53	208,037.68

			POLICE BOARD			Total Expenses
Name		Position	Per Diems	Mileage	Conference Expenses	
Eccles	Kevin	Police Board	-	-	1,280.80	1,280.80
Fawcett	David	Police Board	1,866.14	82.68	711.30	793.98
Nuhn	Joyce	Police Board	-	-	1,423.46	1,423.46
Tingling	Helen-Claire	Police Board	1,115.33	268.20	-	268.20
TOTAL			2,981.47	350.88	3,415.56	3,766.44

			SVCA		
Name		Position	Per Diem	Mileage	Total
Eccles	Kevin	SVCA Member	955.00	364.00	1,319.00
Hutchinson	Tom	SVCA Member	1,460.00	280.80	1,740.80
TOTAL			2,415.00	644.80	3,059.80



Staff Report

Report To: Council

Report From: Kerri Mighton, Director of Finance/Treasurer

Meeting Date: February 20, 2024

Subject: Authorize Council Conference Spending Beyond Limits

Recommendations:

That in consideration of staff report 'Authorize Council Conference Spending Beyond Limits', council approves expenses above the \$1,500.00 annual allotment for councillors Shea, Townsend, and Nuhn to attend the 2024 AMO conference.

Highlights:

- Bylaw 2023-024 establishes that each member of council may attend conferences up to a maximum registration cost of \$1,500 annually.
- The combined registration fees for the ROMA conference or OGRA conference and the AMO conference are over the annual limit.

Previous Report/Authority:

[Bylaw 2023-024](#)

Analysis:

Bylaw 2023-024 establishes a conference, seminar and professional development policy for council and staff. Under subsection 1(a), each member of council may attend conferences, seminars, and professional development sessions that are relevant to the municipality up to a maximum registration cost of \$1,500.00 annually. The combined registration fees for attending the ROMA conference or OGRA conference and the AMO conference will result in council members being over the annual \$1,500.00 limit. Under subsection 1(j) council may, by resolution, authorize spending or attendance beyond the limits. Below is a summary of expenses for council members wishing to spend in excess of the limit in the conference bylaw:

Below is a summary of the registration fees for the 2024 conferences for each member of council requesting additional conference registration funds:

	Townsend	Shea	Nuhn
ROMA conference	\$ 681.79	\$ 681.79	
OGRA conference			\$ 880.22
AMO conference	<u>\$ 875.14</u>	<u>\$ 875.14</u>	<u>\$ 875.14</u>
Total	\$1,556.93	\$1,556.93	\$1,755.36
Annual limit	<u>(1,500.00)</u>	<u>(1,500.00)</u>	<u>(1,500.00)</u>
Balance over limit	\$ 56.93	\$ 56.93	\$ 255.36

Financial Implications:

Should council approve the expenditure of funds above what it permitted in the conference bylaw, it will result in additional expenses, totalling \$369.22.

Communication Plan:

This report is available on the West Grey website.

Consultation:

N/A

Attachments:

None.

Recommended by:

Kerri Mighton, Director of Finance/Treasurer

Submission approved by:

Laura Johnston, Chief Administrative Officer

For more information on this report, please contact Kerri Mighton, Director of Finance/Treasurer at kmighton@westgrey.com or 519-369-2200 ext. 223.



**The Corporation of the Municipality of West Grey
Bylaw No. 2024-020**

A bylaw to confirm the proceedings of the regular meeting of the council of the
Corporation of the Municipality of West Grey.

WHEREAS Section 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise; and

WHEREAS Section 8 of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS the council of the Corporation of the Municipality of West Grey deems it expedient to adopt, confirm and ratify matters dealt with at all meetings of council;

NOW THEREFORE the council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the proceedings and actions taken by the council of the Municipality of West Grey at the regular council meeting of February 20, 2024 and in respect of each report, motion, recommendation, bylaw and any other business conducted are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted and confirmed and shall have the same force and effect as if each and every one of them had been the subject matter of a separate bylaw duly enacted.
2. The mayor and proper officials of the Corporation of the Municipality of West Grey are hereby authorized and directed to do all things necessary to give effect to the action of the council of the Corporation of the Municipality of West Grey referred to in the preceding section thereof.
3. That on behalf of the Corporation of the Municipality of West Grey the mayor or presiding officer of council and the clerk or CAO, where instructed to do so, are authorized and directed to execute all documents necessary, and to affix the seal of the Corporation of the Municipality of West Grey thereto.
4. That this bylaw shall come into force and take effect upon being passed by council.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor Kevin Eccles

Jamie M. Eckenswiller, Clerk



**The Corporation of the Municipality of West Grey
Bylaw No. 2024-021**

Being a bylaw to delegate site plan control approval.

WHEREAS section 23.1 of the *Municipal Act, 2001*, as amended, provides that sections 9, 10, and 11 of that act authorize a municipality to delegate its powers and duties under any Act to a person or body subject to the restrictions in Part II thereof; and

WHEREAS Bill 109, "*More Homes for Everyone Act, 2022*" amends Section 41 of the *Planning Act, R.S.O. 1990*, chapter P.13 as amended ("the Planning Act"); and

WHEREAS section 41(4.0.1) of the Planning Act requires council to delegate its authority to approve development to an appointed officer, employee or agent of the municipality as an authorized person for the purposes of site plan approval; and

WHEREAS it is deemed appropriate that under section 41 of the Planning Act that site plan approval to be delegated to the Clerk or CAO/Deputy Clerk and the Chief Building Official or Planner for the municipality;

NOW THEREFORE be it resolved that the council of the Corporation of the Municipality of West Grey hereby enact as follows:

1. That this bylaw shall be known as the 'Site Plan Approval Delegated Authority Bylaw'.
2. That pursuant to subsection 41(4.0.1) of the Planning Act, as amended by Bill 109, the powers and authority of the council of the Municipality of West Grey, with respect to all applications made under section 41 of the Planning Act, are hereby delegated to the Clerk or CAO/Deputy Clerk and the Chief Building Official or Planner for the municipality, acting jointly.
3. That any officer acting under delegated authority provided to them through this bylaw has the authority to bind the corporation on agreements related to such delegated authority.
4. That this bylaw shall come into force and take effect upon date of final passing.

Read a first, second and third time and finally passed this 20th day of February, 2024.

Mayor Kevin Eccles

Jamie M. Eckenswiller, Clerk