Notice
Personal information is being collected pursuant to the Freedom of Information and Protection of Privacy Act. Individuals who submit letters and other information to Council or who appear as a delegation should be aware that any personal information contained within their communications may become part of the public record and may be made available through the Council agenda process which includes publication on the Township’s website and may be of interest to the media.

Questions regarding the collection of information should be directed to the Clerk of the Township of Scugog.

CELLULAR PHONES/PAGERS MUST BE SWITCHED TO THE NON-AUDIBLE FUNCTION DURING THIS MEETING

Alternate Format Available Upon Request
1. **CALL TO ORDER & MOMENT OF SILENCE**

2. **PRESENTATIONS**
   
i. **Presentation of Fire Department Service Awards**
   - Chief Richard Miller – 40 years
   - Capt. Gord Gettins – 25 years
   - Capt. Mike Martin – 15 years
   - Firefighter Joe Goris – 15 years
   - Firefighter Dick Hofman – 15 years
   - Firefighter Shane Robinson – 5 years
   - Firefighter David Hollet – 5 years
   - Firefighter Jamie Lowe – 5 years
   - Firefighter Mike Waller – 5 years

   ii. **Retirement Recognition**
   - Al Miller (January 2004 – August 2014)
   - Jon Holmes (January 2005 – May 2014)

   iii. **Presentation of Exemplary Service Medal**
   - Chief Richard Miller

3. **ANNOUNCEMENTS**

4. **DISCLOSURE OF PECUNIARY INTEREST & NATURE THEREOF**
5. ADOPTION OF THE MINUTES & BUSINESS ARISING OUT OF THE MINUTES

i. Minutes of the Regular Meeting of the Council of the Township of Scugog held Monday, December 8, 2014

Errors & Omissions:

Resolution:

Moved by:  
Seconded by:

THAT the Minutes of the Regular Meeting of the Council of the Township of Scugog held Monday, December 8, 2014, be and the same are hereby adopted.

6. DEPUTATIONS / PUBLIC HEARINGS

6:40PM  Carmela Marshall  
          Geoff Carpentier  
          Ian McLaurin  
          Lakeridge Citizens for Clean Water

Re:  Greenbank Airways Agreement

7:00PM  David LeRoy

Re:  Greenbank Airways

7:10PM  PJ Moore

Re:  Greenbank Airways

(Refer to Correspondence No. 720-14 Received and Referred at December 8, 2014 Council Meeting)
7:20PM    Barbara Karthein
      Carolyn Hall
      Scugog Lake Stewards Inc.

Re: Stormwater Infrastructure & Council Update

7. REPORTS
   i. Regional Report

8. COMMITTEE OF THE WHOLE
   i. Resolution to move into Committee of the Whole
   ii. Determination of matters on the Consent Agenda requiring separate discussion
   iii. Adoption of Matters on the Consent Agenda not requiring separate discussion
   iv. Consideration of matters on the Consent Agenda requiring separate discussion
   v. Adjournment of Committee of the Whole

9. COUNCIL CONSIDERATION OF COMMITTEE OF THE WHOLE RECOMMENDATIONS

Resolution:

Moved By:
Seconded By:

THAT the recommendations of Committee of the Whole are hereby adopted.
10. **CORRESPONDENCE**

Correspondence to be Received for Information  
Correspondence to be Received & Referred  
Correspondence to be Received & Endorsed - Nil  
Correspondence Requiring Motion for Direction - Nil

11. **BY-LAWS**


ii. By-Law Number 67-14 – being a By-Law passed pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend Zoning By-Law 14-14 with respect to South Part Lot 18, Concession 7, Part 1, Plan 40R-14925), Township of Scugog, Municipally known as 1795 Reach Street, Port Perry (Roll #010.008.136), Ward 5. By-law included in agenda - see Staff Report COMS-2014-45.

12. **NOTICE(S) OF MOTION**

13. **NEW BUSINESS/GENERAL INFORMATION**

i. Upcoming Education & Training and Closed Sessions

   - December 16, 2014 at 1:00pm – In Camera Education and Training on Fire Organizational and Operational Review
   - January 12, 2015 at 4:00pm – Closed Session to review citizen appointments for Township Advisory Committees
   - January 15, 2015 – In Camera Education and Training provided by AMO Re: Council 101 Foundations
## Council Appointments

**Resolution:**

Moved by: Councillor  
Seconded by: Councillor

**THAT** Mayor Rowett is hereby appointed Ex-Officio on all Boards and Committees in accordance with the Procedure By-law;

**AND THAT** the Council of the Corporation of the Township of Scugog hereby appoints the following members of Council as representatives to the respective Boards and Committees:

<table>
<thead>
<tr>
<th>Board</th>
<th>Councillors</th>
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<tbody>
<tr>
<td>Scugog Accessibility AC</td>
<td>Councillor Wotten</td>
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<td>Affordable Housing AC</td>
<td>Councillor Wotten</td>
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<td>Blackstock Recreation AC</td>
<td>Councillor Wotten</td>
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<tr>
<td>Economic Development AC</td>
<td>Councillor Guido, Councillor Kett</td>
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<tr>
<td>Environmental AC</td>
<td>Councillor Sommerville, Councillor Kett, Councillor Wotten</td>
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<td>Grants AC</td>
<td>Councillor Back, Councillor Kett</td>
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<td>Healthy Lake Scugog AC</td>
<td>Councillor Drew, Councillor Kett</td>
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<td>Heritage &amp; Museum AC</td>
<td>Councillor Kett, Councillor Guido</td>
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<td>Physician Recruitment</td>
<td>Mayor Rowett</td>
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<td>Public Art AC</td>
<td>Councillor Drew</td>
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<tr>
<td>Secondary Plan Steering Committee</td>
<td>Councillor Guido, Councillor Kett, Councillor Back</td>
</tr>
</tbody>
</table>
Scugog Seniors AC                  Councillor Back
Sports Hall of Fame               Councillor Guido
Waterfront Advisory Phase 2       Councillor Drew
                                      Councillor Guido
                                      Councillor Back
Youth AC                           Councillor Guido
                                      Councillor Wotten
Business Improvement Area         Councillor Guido
Blackstock Ag Society             Councillor Wotten
Scugog Memorial Public Library Board Councillor Somerville
                                      Councillor Back
Port Perry Ag Society              Councillor Somerville
                                      Councillor Guido
Road Watch                        Councillor Somerville
Scugog Council for the Arts       Councillor Drew
Emergency Management Control Group Mayor Rowett
                                      Councillor Drew
Seagrave Community Hall           Councillor Somerville
Greenbank Community Hall          Councillor Somerville
Utica Community Hall              Councillor Somerville
Prince Albert Community Hall      Councillor Guido
Scugog Island Community Hall      Councillor Kett
Caesarea Community Hall           Councillor Wotten
Nestleton Community Hall          Councillor Wotten
14. CLOSED SESSION

15. CONFIRMING BY-LAW
   i. By-law Number 65-14 — being a By-law to confirm the proceedings of the Regular Meeting of Council held December 15, 2014

16. ADJOURNMENT
MINUTES OF THE 11TH MEETING OF THE
COUNCIL OF THE TOWNSHIP OF SCUGOG
HELD MONDAY, DECEMBER 8, 2014 AT 10:00AM
IN COUNCIL CHAMBERS

PRESENT:
Mayor
Regional Councillor
Ward Councillors

ALSO PRESENT:
CAO
Clerk
Recording Secretary
Director of Community Services
Fire Chief
Director of Finance / Treasurer

1. CALL TO ORDER
The Mayor called the meeting to order at 10:03AM.

MOMENT OF SILENCE
The Mayor asked those present to observe a moment of silence.

PRESENTATIONS - NIL
ANNOUNCEMENTS
Santa Claus Parade
- Councillor Wotten congratulated the Scugog Chamber of Commerce, Port Perry Lions Club and Township for a successful and well attended Santa Claus Parade on Saturday evening, December 6, 2014

Port Perry Children’s Choir
- Councillor Back announced that the Children’s Choir made their first official performance at the Church of the Ascension on December 7, 2014
- The newly formed choir is made up of children aged 6 to 16
- The choir sang traditional Christmas carols and was joined by special guest, PPHS student and classical guitarist, Maximillian Arndt-Perris
Congratulations
• Councillor Kett expressed congratulations to the present and past Council and determined that the sitting Council has over 300 years of residency in the Township

2. DISCLOSURE OF PECUNIARY INTEREST & NATURE THEREOF

No member made a disclosure of pecuniary interest in any of the following matters.

3. ADOPTION OF THE MINUTES

i. Minutes of the Special Meeting of the Council of the Township of Scugog held Monday, October 14, 2014

ii. Minutes of the Inaugural Meeting of the Council of the Township of Scugog held Monday, December 1, 2014

RESOLUTION NO.: 14-229

Moved by: Councillor Drew
Seconded by: Councillor Wotten

THAT the Minutes of the Inaugural Meeting of the Council of the Township of Scugog held Monday, December 1, 2014 and the Minutes of the Special Meeting of the Council of the Township of Scugog held Monday, October 14, 2014, be and the same are hereby adopted.

Carried

4. BUSINESS ARISING OUT THE MINUTES – NIL
5. DEPUTATIONS/PUBLIC HEARINGS

i) Bob Spies
   Sandra Spies
   Spring Boulevard Residents

Re: Zoning By-law 14-14

Mr. and Mrs. Spies attended as representatives of Spring Boulevard residents to request that Council recognize the use of the home at 166 Spring Boulevard as a short term tourist accommodation, and as such, as being in contravention of Zoning By-law 14-14. Mr. and Mrs. Spies provided a petition from 23 homeowners supporting this request, and further advised of the following, including but not limited to:

- The property is advertised and used as a tourist resort establishment
- Renters are there from May through to October
- Available for short term rentals from two days to one week
- The peaceful enjoyment of their quiet neighbourhood has been destroyed
- Excessive noise, loud music and profanity is heard after midnight
- Drunken threats and violence experienced by residents
- Mailboxes have been vandalized
- Police have been contacted
- No longer feel safe in their neighbourhood

A question and answer period followed with Council members. The Director of Community Services referred to an OMB Decision which has set precedent for other municipalities and suggested the need for a legal opinion regarding the Zoning By-law.

RESOLUTION NO.: 14-230

Moved by: Councillor Drew
Seconded by: Councillor Back

THAT this matter be referred to Staff to investigate precedence set by OMB appeal for the Town of Blue Mountains’ Zoning By-law and obtain a legal opinion;

AND THAT Durham Regional Police Service be notified of the situation by next April if the matter is not resolved;

AND THAT Correspondence Number 734-14, a petition submitted by the residents of Spring Blvd., be received for information.

Carried
Re: Request for Support

The delegates appeared before Council to formally request a Council resolution that supports the First Nation plan to engineer and construct a new "On Reserve" drinking water supply system. A brief PowerPoint presentation was made, including but not limited to the following:

- Supply safe potable water to the First Nation community
- Remove a long standing drinking water advisory (in place since 2008)
- Provide the community with an essential service that has been substandard for too long
- Promote growth and prosperity of the First Nation community
- Groundwater supplied from "On-reserve" groundwater wells
- Designed and constructed with appropriate treatment and distribution capabilities that meet the safe drinking water standards of the Province of Ontario
- Monitored and operated by MOE Certified Operators
  - A Council resolution from Scugog Township is a mandatory requirement of the Federal Government to support the First Nation Small Communities Funding (SCF) application
- No funding support from Scugog Township is required for this initiative

A question and answer period followed with Council members expressing support of the new drinking water system.

RESOLUTION NO.: 14-231

Moved by: Councillor Kett
Seconded by: Councillor Wotten

WHEREAS the Mississaugas of Scugog Island First Nation proposes to construct and operate a Water Treatment Plant, water distribution infrastructure and storage reservoir to resolve serious health and safety issues in their community;

AND WHEREAS the Mississaugas of Scugog Island First Nation is eligible for funding under the Small Communities Fund and requires local municipal support documentation. The Mississaugas of Scugog Island First Nation has requested that Council of the Township of Scugog indicate by Motion of Council support for the construction and operation of the Project;
NOW THEREFORE BE IT RESOLVED:

THAT The Council of the Township of Scugog supports the construction and operation of the Project;

AND THAT this resolution's sole purpose is to enable the applicant to apply to the Small Communities Fund and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project.

Carried

6. REPORTS

i. **Regional Report**

Regional Councillor Drew advised that the Regional Municipality of Durham held their Inaugural Meeting on Wednesday, December 3, 2014. She reported that Mayor Rowett has been appointed to the Region’s Planning Committee and that she has been appointed to the Region’s Finance Committee and the Police Services Board. Mayor Rowett extended congratulations to Councillor Drew.

ii. Minutes of the 21st Meeting of the Heritage Permit Sub-Committee held Tuesday, September 23, 2014

iii. Minutes of the 22nd Meeting of the Heritage Permit Sub-Committee held Tuesday, September 30, 2014

iv. Minutes of the 23rd Meeting of the Heritage Permit Sub-Committee held Tuesday, October 14, 2014

v. Minutes of the 24th Meeting of the Heritage Permit Sub-Committee held Tuesday, November 4, 2014

vi. Unapproved Minutes of the 25th Meeting of the Heritage Permit Sub-Committee held Tuesday, November 25, 2014

vii. Minutes of the 4th Regular Meeting of the Blackstock Recreation Advisory Committee held Tuesday, September 16, 2014

viii. Minutes of the 7th Regular Meeting of the Scugog Accessibility Advisory Committee held Thursday, September 25, 2014

ix. Minutes of the 9th Regular Meeting of the Scugog Seniors Advisory Committee held Tuesday, October 7, 2014

x. Minutes of the Working Group for a Healthy Lake Scugog Meeting held Tuesday, October 14, 2014
xi. Minutes of the Brock, Scugog and Uxbridge Tri-EDAC Meeting held Wednesday, November 5, 2014

Errors & Omissions:
- Councillor Wotten suggested the Tri-EDAC minutes should include further reference to marketing of the Vibrant North Durham initiative by Regional staff. The CAO advised that there will be further discussion with Regional staff on the matter.

RESOLUTION NO.: 14-232

Moved by: Councillor Drew  
Seconded by: Councillor Guido

THAT the Minutes, listed as items ii to xi, be Received for Information.

Carried

Note: Regional Councillor Drew congratulated the Scugog Accessibility Advisory Committee for presenting their "Tip of the Hat" award to the San Man Motel for their accessible services during the recent Town Crier event and also congratulated the Scugog Seniors Advisory Committee for their successful Seniors Forum.

7. STAFF REPORTS

CORP-2014-60  
Christopher Harris  
Municipal Clerk

Re: Accessibility Initiatives Undertaken for the 2014 Municipal Election

Recommendation:

THAT Report CORP-2014-60 be Received for Information.

RESOLUTION NO.: 14-233

Moved by: Councillor Drew  
Seconded by: Councillor Wotten

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-60.

Carried
CNC-7
Council Meeting #11
December 8, 2014

CORP-2014-61
Christopher Harris
Municipal Clerk

Re: Draft Procedure By-law

Recommendation:

THAT Report CORP-2014-61 be Received for Information and that the appended Draft Procedure By-law be enacted.

RESOLUTION NO.: 14-234

Moved by: Councillor Guido
Seconded by: Councillor Somerville

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-61.

Carried

CORP-2014-62
Christopher Harris
Municipal Clerk

Re: 2015 Council Meeting Schedule

Recommendation:

THAT the 2015 Council Meeting schedule appended to this report be adopted and that notice be provided as per the Township’s Procedure By-law.

RESOLUTION NO.: 14-235

Moved by: Councillor Drew
Seconded by: Councillor Wotten

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-62.

Carried
Re: Reallocation of Funds for Records Management

Recommendation:

THAT the funds in the amount of $10,305.00 allocated for physical records management storage and retention in the 2014 Capital Budget be reallocated to electronic records management as detailed in this Report;

AND THAT the reallocated funds be carried forward to 2015 to allow for project completion.

RESOLUTION NO.: 14-236

Moved by: Councillor Wotten
Seconded by: Councillor Drew

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-63.

Carried

Re: One-Third Tax Free Allowance Council Salary

Recommendation:

THAT the one-third tax free allowance for this term of Council be retained.

RESOLUTION NO.: 14-237

Moved by: Councillor Kett
Seconded by: Councillor Guido

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-64.

Carried
Re: Draft Code of Conduct

Recommendation:

THAT the Code of Conduct appended to this report be adopted and that the Clerk be authorized to bring forward the necessary By-law for enactment.

RESOLUTION NO.: 14-238

Moved by: Councillor Somerville
Seconded by: Councillor Kett

THAT Council concur with the recommendation as outlined in Staff Report CORP-2014-65.

Carried

8. CORRESPONDENCE

CORRESPONDENCE TO BE RECEIVED FOR INFORMATION

700-14 Minutes of the Greenbank Airways Local Advisory Group Meeting held October 24, 2014.

702-14 Correspondence received from Rob Messorvey, CAO, Kawartha Conservation, providing the Kawartha Conservation 2015 Preliminary Budget for a 60 day review period.

706-14 Correspondence received from Allan Doheny, Assistant Deputy Minister, Provincial Local Finance Division, Ministry of Finance, providing details regarding the 2015 Ontario Municipal Partnership Fund (OMPF) allocations.

708-14 Correspondence received from Mario Sergio, Minister Responsible for Seniors Affairs, advising of the launch of the Age-Friendly Community Planning Grant Program.

709-14 Correspondence received from Robert Kipling, Secretary, Kids' Safety Village of Durham Region, requesting support of the municipalities in Durham Region to refurbish and enlarge the Kids' Safety Village.

711-14 Minutes of the Meeting of the Central Lake Ontario Conservation Authority held Tuesday, November 18, 2014.
722-14 Correspondence received from Ted Eng, Chair, GTA Agricultural Action Committee, asking consideration of the following motion when selecting members for various committees, including Conservation Authorities:

"THAT a letter be sent from the Greater Toronto Area Agricultural Action Committee (GTA AAC) to the municipalities in the Greater Toronto Area requesting that they try when possible to appoint a council member or citizen representative from the agricultural community to their Conservation Authority;

AND FURTHER THAT the letter be copied to the appropriate Conservation Authorities."

RESOLUTION NO: 14-239

Moved by:  Councillor Wotten
Seconded by:  Councillor Drew

THAT Correspondence Numbers 700-14 to 722-14 be Received for Information.

Carried

684-14 Correspondence received from Fred C. Cook, property owner on Queen Street, providing comments and suggestions to rejuvenate the downtown core.

RESOLUTION NO: 14-240

Moved by:  Councillor Drew
Seconded by:  Councillor Wotten

THAT Correspondence Number 684-14 be Received and Referred to the Economic Development Advisory Committee and the Scugog Heritage and Museum Advisory Committee for review.

Carried
Correspondence received from Madeleine Meilleur, Attorney General, acknowledging receipt of the Township of Scugog's resolution on joint and several liability reform and advising that after consultation, changing the present law of joint and several liability would not be in the public's interest at this time.

RESOLUTION NO: 14-241

Moved by: Councillor Drew
Seconded by: Councillor Wotten

THAT Correspondence Number 684-14 be Received and Referred to the Director of Finance/Treasurer for review with the Durham Municipal Insurance Pool.

Carried

CORRESPONDENCE TO BE RECEIVED & REFERRED

714-14 Correspondence received from Kym Crepin, providing comment and suggestions for action regarding the Greenbank Airport contract.

718-14 Correspondence received from Parbro Farms Ltd., providing comment and suggestions for action regarding the Greenbank Airport contract.

720-14 Correspondence received from PJ Moore, providing comment and suggestions for action regarding the Greenbank Airport contract.

RESOLUTION NO: 14-242

Moved by: Councillor Somerville
Seconded by: Councillor Kett

THAT Correspondence Numbers 714-14 to 720-14 be Received and Referred to the Director of Public Works and Parks for review.

Carried
Correspondence received from Scott Ebenhardt, National Business Development Director, National Diabetes Trust, requesting a limited exemption to Zoning By-law 135-05 to permit a clothing donation box at 15751 Island Road, Port Perry.

**RESOLUTION NO: 14-244**

Moved by: Councillor Kett  
Seconded by: Councillor Back

THAT Correspondence Number 719-14 be Received and Referred to the Clerk for review.

Carried

**CORRESPONDENCE TO BE RECEIVED & ENDORSED**

Correspondence received from Lisa Pearson, Committee & Print Supervisor, The City of Barrie, advising that at a meeting held October 6, 2014, the following resolution was adopted:

"WHEREAS, Thane Development Ltd. opened an aluminum smelter at Keswick, Ontario in 1974;

AND WHEREAS, the Thane Development Ltd. Smelter closed in 1997;

AND WHEREAS, contaminated waste from the site remains on the site and is a source of both on-site and off-site contamination;

AND WHEREAS, a Provincially Significant wetland is situated 400 meters west of the site and runoff from on-site slag and waste material is currently discharging into this Provincially Significant wetland, which will eventually flow into Lake Simcoe;

AND WHEREAS, in 1989 and again in 2002 the Province of Ontario committed to help clean up the former Thane Smelter site;

AND WHEREAS, 400,000 people live around Lake Simcoe and many thousands more tourists visit the lake every year for recreation;

NOW THEREFORE IT BE RESOLVED:

1. That the municipalities and counties bordering Lake Simcoe demand that both the Provincial and Federal Governments take action to clean up the former Thane Smelter site.
2. That a copy of this resolution be forwarded to:  
a) all municipalities that surround Lake Simcoe;
b) Federal Members of Parliament whose ridings border Lake Simcoe: (MP Patrick Brown, MP Bruce Stanton, MP Peter Van Loan, MP Barry Devolin)
c) Ontario MPPs whose ridings border Lake Simcoe: (MPP Ann Hoggarth, MPP, Garfield Dunlop, MPP Julia Munro, MPP Laurie Scott)
d) Glen Murray, the Ontario Minister of the Environment and Climate Change, and;
e) Leona Aglukkaq, the Federal Minister of the Environment.

RESOLUTION NO: 14-244
Moved by: Councillor Drew
Seconded by: Councillor Wotten
THAT Correspondence Number 685-14 be Received and Endorsed.

Carried

CORRESPONDENCE REQUIRING A MOTION FOR DIRECTION

Correspondence received from Debbie Leroux, Director of Legislative Services/Clerk, Township of Uxbridge, advising that at a special meeting of Council on October 20, 2014, the following motion was carried:

"WHEREAS Section 188 (1) of the Municipal Act, 2001 tasks both upper and lower tier Municipalities in Ontario with fire prevention and protection;

AND WHEREAS the Uxbridge Volunteer Fire Department has been in operation for 140 years;

AND WHEREAS there have been discussions as part of the 2014 Municipal Election campaigns for Regional Chair of creating Regional Fire Services which would eliminate lower tier full time and volunteer Fire Departments throughout Durham Region;

AND WHEREAS to upload Fire Services to the Regional level, The Municipal Act, 2001 requires that a majority of lower-tier Councils, comprising more than 50% of the Region’s electorate, pass resolutions in support of same;

AND WHEREAS upper tier fire services would be funded through a similar funding model as Durham Region Transit whereby the Township of Uxbridge pays on an equalized assessment basis;

AND WHEREAS the Township of Uxbridge has the highest average assessment per residential dwelling in the Region of Durham and therefore pays exorbitant amounts for transit;
AND WHEREAS the Township of Uxbridge currently has a volunteer (part-time) fire department;

AND WHEREAS the upload of fire services to the Regional level would see full time fire services for all of the Durham Region, with related full time salaries and benefits;

NOW THEREFORE BE IT RESOLVED:

THAT the Township of Uxbridge unequivocally opposes any creation of Regional Fire Services by the Regional Municipality of Durham."

RESOLUTION NO: 14-245

Moved by: Councillor Drew
Seconded by: Councillor Back

THAT Correspondence No. 673-14 be Received for Information.

Carried

692-14 Correspondence received from Nancy Page requesting reinstatement of a crossing guard at Old Simcoe Road and Carlan Drive and providing a petition for same.

RESOLUTION NO: 14-246

Moved by: Councillor Back
Seconded by: Councillor Drew

THAT Correspondence No. 692-14 be Received and Referred to the Director of Public Works and Parks for review.

Carried
Correspondence received from The Standard newspaper requesting the municipal parking lot #2 (Joe Fowler Park) remain open and cleared throughout the 2014/15 winter season and providing a petition from Water Street merchants for same.

**RESOLUTION NO: 14-247**

Moved by:  Councillor Drew  
Seconded by:  Councillor Back

THAT Correspondence No. 699-14 be Received and Referred to Staff to investigate maintenance costs.

Carried on Recorded Vote

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<td>Drew</td>
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9. **BY-LAWS**

i. By-Law Number 63-14 — being a By-Law to govern the proceedings of the Council of the Corporation of the Township of Scugog and its Committees and Boards.

**RESOLUTION NO: 14-248**

Moved by:  Councillor Wotten  
Seconded by:  Councillor Kett

THAT By-Law Number 63-14 be read a First, Second and Third time and finally passed this 8th day of December, 2014 and the Mayor and Clerk are hereby directed to sign same and affix the Corporate Seal thereto.

Carried

10. **NOTICE OF MOTION — NIL**
11. NEW BUSINESS/GENERAL INFORMATION

i. Appointment of Deputy and Acting Mayors

RESOLUTION NO.: 14-249

Moved by: Councillor Wotten
Seconded by: Councillor Somerville

THAT Bobbie Drew be appointed as Deputy Mayor for the term of Council to act in place and stead of the Mayor when he is absent from the Municipality, or absent through illness or refuses to act, and such appointee shall have and may exercise all the rights and powers and authority of the Mayor during such absence or refusal to act.

Carried

RESOLUTION NO.: 14-250

Moved by: Councillor Wotten
Seconded by: Councillor Guido

THAT the following members of Council be appointed as Acting Mayor for the term of Council to act in place and stead of the Mayor/Deputy when he/she is absent from the Municipality, or absent through illness or refuses to act, and such appointee shall have and may exercise all the rights and powers and authority of the Mayor during such absence or refusal to act.

January/February/March Councillor Somerville
April/May/June Councillor Kett
July/August Councillor Back
September/October Councillor Wotten
November/December Councillor Guido

Carried
ii. Council Appointments

RESOLUTION NO.: 14-251

Moved by: Councillor Somerville
Seconded by: Councillor Kett

THAT the following members of Council are hereby appointed as Chair to the respective Business Units in accordance with the Procedure By-law:

- Corporate Services: Mayor Rowett
- Community Services: Councillor Wotten
- Public Works & Parks: Councillor Drew
- Fire & Emergency Services: Mayor Rowett

Carried

RESOLUTION NO.: 14-252

Moved by: Councillor Drew
Seconded by: Councillor Wotten

THAT the appointment of members of Council as representatives to the respective Boards and Committees of the Corporation of the Township of Scugog be Referred to the Clerk and the Mayor for review.

Carried

RESOLUTION NO.: 14-253

Moved by: Councillor Drew
Seconded by: Councillor Kett

THAT the Region of Durham be advised that the Council of the Corporation of the Township of Scugog hereby makes the following appointments:

- Kawartha Conservation Authority: Mayor Rowett
- Lake Simcoe Region CA: Councillor Kett
- Central Lake Ontario CA: Councillor Drew
- Durham Trails Committee: Mayor Rowett

Carried
iii. Letter of Support for Great Blue Heron Charity Casino

RESOLUTION NO.: 14-254

Moved by: Councillor Kett
Seconded by: Councillor Drew

WHEREAS the Great Blue Heron Charity Casino (GBHCC) is the Township of Scugog's largest employer with over 1100 employees represented by Unifor;

AND WHEREAS the GBHCC generously contributes financially to the community through the Baagwating Community Association which is the charitable arm of the Casino run by members of the Mississaugas of Scugog Island First Nation;

AND WHEREAS the GBHCC has provided over $19,000,000 to the Township of Scugog, $6,500,000 to the Region of Durham, and an annual contribution to the Durham Police Services Board;

AND WHEREAS the GBHCC generates upwards of 15,000 vehicle trips through Scugog's tourist community per day, generating ancillary jobs in service and retail;

AND WHEREAS the introduction of gaming tables at Ajax Downs or a new casino in Pickering would negatively impact the GBHCC;

AND WHEREAS the Provincial government has committed to employment growth and economic development in rural communities through the Provincial Policy Statement, Places to Grow Act, and the Rural Economic Development program;

NOW THEREFORE BE IT RESOLVED:

THAT the Council of the Township of Scugog requests that the Province consider the fate of the GBHCC and reject the establishment of gaming tables at Ajax Downs and a new casino in Pickering;

AND THAT a copy of this resolution be forwarded to the Minister of Finance, Ontario Lottery and Gaming Corporation, Mr. Granville Anderson M.P.P., The Honourable Kathleen Wynne, Mississaugas of Scugog Island First Nation, and Regional Chair Roger Anderson.

Carried
12. CLOSED SESSION - NIL

13. CONFIRMING BY-LAW

RESOLUTION NO: 14-255

Moved by: Councillor Wotten
Seconded by: Councillor Somerville

THAT By-Law No 64-14 be read a First, Second, and Third time and finally passed this 8th day of December, 2014 and the Mayor and Clerk are hereby directed to sign same and affix the Corporate seal thereto.

Carried

14. ADJOURNMENT 11:57AM

RESOLUTION NO: 14-256

Moved by: Councillor Wotten
Seconded by: Councillor Drew

THAT this meeting be adjourned.

Carried

MAYOR, Thomas R. Rowett

CLERK, Christopher Harris
DELEGATION REQUEST

Please ensure this form is fully completed
E-mail this application to sfrey@scugog.ca or hand deliver to the Township office no later than 4:30pm on the Tuesday preceding the council meeting

Date of Meeting: __________December 15, 2014 6:40PM_________

Name of Delegation(s):
Lakeridge Citizens for Clean Water—Carmela Marshall, Geoff Carpentier, Ian McIaurin

Full Mailing Address of Delegation(s):

Telephone #:

Email Address:

Group Delegation Represents:
Lakeridge Citizens for Clean Water

General Nature of Delegation:
Presentation of Model site-alteration by-law, Model legal fill agreement and Model fill protocol—recommendations to allow for current Greenbank Airways Agreement to reconcile to the models

Please indicate the Action Being Requested by Council:
Motion to review the models by the Township’s Consultant and adopt recommendations therein for new Greenbank Agreement and any future Fill Agreements in the Township.

Delegations have five (5) minutes to address Council. Where a delegation consists of a group of three or more persons, the group may address the Council/Committee for no more than ten minutes.
This report contains the following documents:

A one page document detailing some of the proposed major changes to the Greenbank Airways Agreement,

A one page summary of some of the major Greenbank Airways Agreement changes is also included as well as some information detailing major changes that have taken place since the original Agreement was drafted in 2012,

The proposed new Greenbank Agreement,

The DRAFT Model Agreement for large fill sites and a Model Fill Management Plan - These documents are currently being reviewed by qualified consultants and will be reviewed by legal counsel in preparation for their presentation to municipalities and conservation authorities across southern Ontario in the New Year.
Proposed Greenbank Airfield Agreement Changes

<table>
<thead>
<tr>
<th>What</th>
<th>Current Agreement Requirements</th>
<th>Proposed New Agreement Requirements</th>
</tr>
</thead>
</table>
| 1. Permitted Volume                | No volume indicated                                                                                                                                     | Specify volume - 2.5 million cubic metres based on approved site-plan?  
(Determine how much there is now and how much more to go.) |
| 2. Fill Protocol                   | Some specific items:  
-screening of every truck is not required  
-minimal audit testing requirements                                                | Note: Amendments to be approved by Council and reviewed by Township Consultant  
-Protocol to reconcile to MOE BMP  
-Some specific items:  
-every incoming truck is to be screened  
-increased audit testing of fill materials |
| 3. Hours of Operation/Noise Protocol | 7am-7pm and Saturdays                                                                                                                               | 8:30am-4:30pm  
-No Saturdays                                                                 |
| 4. Permitted Volume/day            | 200 to go up to 400 (MTO approval)                                                                                                                    | 100 — option to increase to 200 max. or decrease |
| 5. Source Site Approval by Township | 3 days                                                                                                                                             | No time limit for review |
| 6. Right of Entry                  | 24 hours notice and see Section 16 in current agreement                                                                                                | -daily-no notice-reasonable time |
| 7. Security on site                | No gate                                                                                                                                             | -requirement for gated (controlled) access |
| 8. Default/Breaches                | Write letters, meetings/mediator                                                                                                                     | draw on securities, penalties, stop work orders |
| 9. Security/Letter of Credit       | $250,000                                                                                                                                           | $2.5 million ($1/m³ proposed for project) |
| 10. Sediment/Erosion/Drainage Plan | No Plan included-no requirements-End of project only                                                                                              | Pre-construction and interim plan required |
| 11. Costs                          | $1/m³                                                                                                                                             | $2/m³ PLUS costs for all Township testing, peer review consultants etc. |
| 12. Township testing/sampling      | No frequency specified  
-reality is that Township has tested twice in 2 years                                                                                   | Daily Township sampling and testing of imported fill |
What has changed since the original 2012 Greenbank Airways/Township of Scugog Agreement was signed?


2) 2 court cases that declare municipal jurisdiction over fill operations at aerodromes, November 13, 2013 and June 11, 2014

3) Release of Advisory Circular from Transport Canada, December 2013

4) The Ministry of the Environment received an EBR review application on November 25, 2013 requesting the province assess the need to establish a “new comprehensive, province-wide policy to address the problem of compromised soil and to ensure that fill being dumped on to sites is safe”.

5) Review of several other large fill site Agreements in neighbouring municipalities indicating more conservative requirements in several areas—Uxbridge, July 2014, East Gwillimbury (EG), July 2014 Whitchurch Stouffville (WS), September 2014 (see comparison of Greenbank Agreement with these Agreements-understand WS and EG looking at fill as a source of revenue and Uxbridge is not)

6) Various investigations and court challenges in neighbouring municipalities regarding issues with other large fill sites—Taylor’s Rd. (City of Kawartha Lakes) investigation, Peterborough County charges against the same company (GFL) dumping the majority of fill at the Greenbank site—stop work orders and court cases in Whitchurch Stouffville

7) Various Breaches of the Current 2012 Agreement
   • Run off and sediment loading onto adjacent properties
   • Filling on unpermitted property for 6 months
   • Significant discrepancies re: approved loads versus received loads for some source sites
   • Issues involving review of source site reports and inadequate documentation as per requirements in fill protocol
   • Multiple days of operating before or after approved working hours
   • Quantities of unacceptable fill coming in from the same source site on multiple occasions
   • Waste materials such as asphalt, rebar, wood and plastic have been observed

8) The approval of a weakened fill protocol that no longer reconciles to key requirements in the MOE BMP and that has not been reviewed by the Township’s consultant.
Excerpts from Transport Canada’s Advisory Circular

The Aeronautics Act does not grant immunity to an aerodrome operator/developer from compliance with all other valid applicable provincial legislation or municipal bylaws.

Transport Canada’s position with respect to the applicability of provincial or municipal laws has been consistent with the Scugog decision in that the jurisdiction of the federal government over aerodromes and their operation does not necessarily exclude the application of provincial or municipal laws.

For those structures or activities that are determined not to be integral to aviation, it is expected that the proponent of an aerodrome comply with all applicable provincial legislation and municipal by-laws.

Excerpt from Burlington Court Case

Burlington, Ont., Nov. 14, 2013 – On Nov. 13, 2013 a Milton Superior Court ruled the City of Burlington’s site alteration bylaw applies to the Burlington Airpark.

In his decision the Honourable Justice J. Murray also ruled that:

- As the city’s bylaw is valid and binding on the Burlington Airpark.
- The city is able to enforce its bylaw
- The Airpark’s application against the city is dismissed
- The City of Burlington is entitled to its legal costs.

In arriving at his decision, Justice Murray found that the city’s site alteration bylaw made pursuant to the Municipal Act, 2001 was a “valid exercise of property and civil rights under section 92(13) of the Constitution Act, 1867”. Justice Murray further found that the city’s bylaw did “not impair the federal aeronautics power or create an operational conflict between the provisions of the by-laws and the federal aeronautics power.” In determining that the city’s bylaw did not intrude on the core federal power to regulate aeronautics, Justice Murray concluded that the city’s site alteration bylaw “was designed to regulate the use of landfill for the protection of the environment and for the safety, health and welfare of municipal residents” and “was not enacted for the purpose of regulating federal undertakings.”

“The bylaw is not an attempt by the municipality to regulate slopes or surfaces of runways, runway shoulders or the slopes and strength of runway shoulders. While regulating the quality of fill may have an impact on the manner of carrying out a decision to build airport facilities in accordance with federal specifications, such regulation will not have any direct effect upon the operational qualities or suitability of the finished product which will be used for purposes of aeronautics. As a result, the by-law does not impact or intrude on the core of the federal power which, as noted above, is the authority absolutely necessary to enable Parliament “to achieve the purpose for which exclusive legislative jurisdiction was conferred.”
PROPOSED Greenbank Airways Fill Agreement-
DRAFT

This AGREEMENT made this (date here) BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCUGOG, (the “Township”) OF THE FIRST PART

and

2307880 ONTARIO INC. (the “Owner”) OF THE SECOND PART

WHEREAS the Owner is the owner of the lands located at 1140 Highway 47 East in the Township of Scugog, known as the Greenbank Airport (the “Receiving Site”);

AND WHEREAS Section 142 of the Municipal Act, 2001 S.O. 2001, c.25, authorizes a Township to prohibit or regulate the placing or dumping of fill;

AND WHEREAS the Site is a registered aerodrome under the Aeronautics Act, over which the federal government has principal jurisdictional control;

AND WHEREAS on April 10, 2012 the Owner applied for a Site Alteration Permit (the “Permit”) from the Township:

AND WHEREAS section 6.01 of By-law Number 52-10 (the By-law) allows the Township to enter into an Agreement with the Owner.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained the parties hereto hereby covenant and agree as follows:

1. Term

(a) This Agreement shall be in place for a term of one (1) year from the date of signing;

(b) A full review of the Agreement will be conducted no later than six (6) months after the signing date, at which time the Township, acting reasonably, may amend, remove or add terms to the Agreement or revoke the Agreement in its entirety, at their sole discretion;

(c) Notwithstanding section 1(b), the Parties may agree to extend this Agreement at the end of one (1) year for a period of no more than six (6) months for each extension; and

(d) The Parties agree that the Township, at its sole discretion and at any time, may amend, remove or add terms to the Agreement as it deems necessary.
2. Definitions

(a) The definitions found in s. 1.02 of the By-law shall apply to those defined terms contained in this Agreement.

(b) The following words or phrases have the following meaning:

3. Qualified Person

The Owner shall retain the services of a qualified person (QP). The QP must be approved by the Director of Public Works and Parks for the Township (Director) and any change in the QP must also be approved by the Director.

4. Fill Management Plan

(a) The Owner shall at all times comply with the Fill Management Plan for the Site, which is attached to this Agreement as Appendix A;

(b) Notwithstanding section 4(c) of this Agreement, the Fill Management Plan will, at a minimum, contain requirements approved by Council, the Director and the Township’s Consultant and that reconcile to the document released by the Ministry of the Environment and Climate Change (MOECC) in January 2014 entitled, “Soil Management — A Guide for Best Management Practices”, January 2014 or as amended.

5. Conformity with the Grading Plan

(a) The Owner shall at all times comply with the Grading Plan which is attached to this Agreement as Appendix B;

(b) The Owner shall retain the services of an Ontario Land Surveyor registered with the Association of Ontario Land Surveyors, to prepare pre-fill and post-fill topographic plans for the Receiving Site;

(c) The Parties agree the Grading Plan indicates a maximum fill volume of 2.5 million cubic metres;

(d) No deviation from the approved Grading Plan is authorized without amendment to this Agreement;

(e) The owner agrees to provide quarterly topographic surveys, prepared by a QP to indicate that the filling operations are consistent with the Grading Plan.

(f) The Grading Plan shall contain such reasonable conditions to guarantee that the Site is operated in accordance with this Agreement and Municipal By-Laws;

(g) Conditions of the Grading Plan may include details such as:

   a. Limiting quantity of fill to be received and or managed at the Site;
   b. Final contours and compaction;
   c. Reconciliation of volumes; and
   d. Reporting timeframes.

Comment [WU3]: The approving authority must include a volume limit in the Agreement or supporting Permit. Is that the correct number according to the Grading Plan?

Comment [WU3]: Periodically, the Owner should be required to reconcile volumes on site by engaging an expert to calculate how much soil has been received and how much capacity is remaining under the terms of the Agreement.
6. Noise and Dust Control

(a) The Owner shall at all times comply with the Noise and Dust Control Plan attached to this Agreement as Appendix C;
(b) Notwithstanding the conditions of Appendix C, the Owner agrees to control dust, arising from the operation of the Site on the Site, on adjacent lands and on construction access roads to the satisfaction of the Director; and
(c) The Owner may conduct site grading and general maintenance works on Saturdays so long as it complies with the Township Noise By-law 54-07.

7. Hours of Operation and Noise Mitigation

(a) The Owner shall at all times comply with the Township Noise By-law 54-07 for both onsite and offsite activities related to Site operations;
(b) This may include providing instruction to staff and haulers or imposing requirements regarding minimizing excessive noise such as:
   a. tailgate banging;
   b. the use of engine brakes along the haul routes; and
   c. controlling excessive vehicle idling;
(c) Notwithstanding section 7(a), the permitted Hours of Operation for Site activities including receipt and deposition of fill shall be only during the period Monday to Friday 8:30 am - 4:30 pm;
(d) There shall be no fill received outside these hours or on Saturdays, Sundays or Statutory Holidays;
(e) Hours of operation will be further restricted during any period in which a severe wind warning for the area has been issued by Environment Canada and during any time where weather, traffic and unusual events would compromise the ability of the Receiving Site activities to be conducted in a safe and environmentally sound manner with due consideration of the public; and
(f) The Owner may conduct site grading, levelling and contouring and general maintenance works on Saturdays so long as the activities comply with the Township Noise By-law 54-07.

8. Truck Traffic and Approved Haul Routes

(a) The Owner shall at all times comply with the Region of Durham Entrance Permit requirements and the Ministry of Transportation Building and Land Use Permit requirements as set out and attached to this Agreement as Appendix E;
(b) Notwithstanding Section 8(a), the maximum number of trucks per day will be 100 which may be amended up to a maximum of 200 hundred trucks per day with the approval of Council, or down to a specified number determined by the Director should the Director, for any reason, so decide;
(c) The Owner shall at all times comply with the Hauling Routes as set out and attached to this Agreement as Appendix D;
(d) In the event that a Truck Driver fails to use and/or comply with the approved Haul Routes, and such failure is confirmed by the Owner or the Director or his/her Designate:

a. The Owner shall refuse to allow the Truck Driver to dump or place Fill at the Site for a pre-determined period of time approved by the Director;

b. In the event that the Truck Driver has already dumped or placed the fill at the Receiving Site and fails to use and/or comply with the approved Haul Routes when exiting the Receiving Site, the Owner shall refuse to accept any subsequent loads from such Truck Driver for a pre-determined period of time approved by the Director;

c. The Owner shall forthwith report such incident to the Contractor from whence the fill originated and advise the Contractor that the Truck Driver has been instructed to return the Fill to the original source location, unless the fill has already been deposited at the Receiving Site, in which case the notification to the Contractor will be sufficient;

d. If the event that one or more Truck Drivers from a single hauling company are non-compliant with the use of the Haul Routes, then that company shall be prohibited from bringing fill to the Receiving Site for a period of not less than three (3) months from the date of the 3rd infraction;

e. The Owner shall record such incident(s) in a log book. The log shall include the following information as a minimum:

i. The date and time of the occurrence;

ii. The licence plate of the vehicle denied access;

iii. The name of the Truck Driver and company, if known;

iv. The source location of the fill; and

v. The name of the Contractor who obtained the tickets to dump or place the fill;

b) To further ensure that Contractors and Truck Drivers use and/or comply with the Haul Routes, the Owner agrees as follows:

i. To distribute and to have available to all Truck Drivers an illustrative map identifying the Haul Routes;

ii. To post Signage identifying the Haul Routes at both the entrance and exit to the Receiving Site; and

c) Provide a copy of the log book at the Director’s request; and

d) The Parties agree there shall be no queuing of trucks permitted on any roads leading to or from the Receiving Site

9. Compliance with Legislation

(a) The Owner shall at all times comply with such federal, provincial or municipal legislation, regulations, rules and requirements as may be applicable;
10. **Source Site Approval**

(a) The Owner shall post on the Greenbank Airport Online Portal (www.greenbankairways.net/portal) the following documentation with respect to any source site used in connection with the Site:
   a. The test results relied upon by the QP in its determination of the acceptability of Fill from the source site;
   b. A copy of the QP’s approval of the Source Site which shall include the volume of Fill approved based on the QP’s review of the Source Site soil test results; and
   c. The test results from any audit samples taken at the Receiving Site by the QP or designate in accordance with the Fill Management Plan in Appendix A; and

(b) The Owner acknowledges and agrees that the Owner shall not import fill or topsoil onto the Site unless prior written approval is obtained from the Director and/or Township Consultant for each Source Site; and

(c) The QP’s approval of the source site shall be conditional upon acceptance, by the Director, as follows:
   a. The QP will provide notice to the Director upon conditional approval of a new source site and provide the Director with any of the documents in s. 10 which have not already been posted on the Greenbank Airport Online Portal (www.greenbankairways.net/portal) as well as any other information such as, but not limited to, environmental assessments and soil management plans for all source sites as determined and requested by the Director and/or Township Consultant;

11. **Ground Water Monitoring**

(a) The Owner shall at all times comply with the Ground Water Monitoring Plan attached to this Agreement as Appendix ____________

(b) The parties agree and acknowledge that upon completion of the filling operations alteration as per Agreement, groundwater monitoring will be maintained and reported by the Owner for a minimum of two years. At the discretion of the Townships’ consultant, acting reasonably, groundwater monitoring may be extended beyond the two year period to a maximum of three additional years or such longer time as may be required to assess or mitigate issues arising as a result of the fill activities at the Site. In the event that the groundwater monitoring indicates any impact on the groundwater, including any impact on nearby private wells, attributable to the filling operations, the Owner shall take all reasonable measures necessary to remediate any such impacts and take all reasonable measures necessary to prevent further impacts. The Site QP and/or Township Consultant, or appropriate experts, such as hydrogeologists, which may be retained by the QP or Township Consultant, shall determine the impact and the appropriate remediation referred to above.

Comment [CM63]: As a minimum, the following specific requirements should form part of the Groundwater Monitoring Plan:
- Characterization of the site using relevant geological reports, maps, water well records, hydraulic data, test/bore hole data and constructed wells as necessary which are needed to inform the monitoring locations and Plan
- Provide at least 2 hydrogeologic cross sections of the Receiving Site, indicating the interpreted subsurface geological units encountered in the wells (private and on-site) drilled within the 1 km of the site
- Conduct a door to door survey of adjacent landowners within 250 metres of the Receiving Site with background water quality samples from all wells prior to the commencement of filling/grading operations (with landowner’s permission) and installation of test wells at the Receiving Site at upstream, downstream and cross gradient locations to confirm flow paths in the shallow water table and any other aquifer zones that may reasonably be impacted
- Undertake 2 test well sampling events prior to filling and grading at the Receiving Site. At a minimum, the samples collected will be analysed for general major ions, nutrients, metals and an agreed suite of potential organic parameters
- Annual groundwater monitoring of the test wells for a time to be determined by the Municipality following the completion of filling operations (this may be anywhere from 2 to 10 years)
- Identification of potential impacts to local wells and recommendations for contingency plans
- Pre-fill and post-fill water balance
- A discussion of the potential impacts to any nearby surface water resources and proposed mitigation measures to prevent/mitigate these impacts
- Need to do study and prove there will be no impact prior to any approvals for fill importation

The list above is adapted from the Town of East Gwillimbury’s Operational Guideline for fill sites and comments from Senior Hydrogeologists with CLOCA and the TRCA
(c) Notwithstanding any other conditions in this Agreement, the Township may retain the Securities until such time as the completion of the Ground Water Monitoring Program as described above.

12. Imported Fill/Topsoil

a) All Fill deposited at the Site shall meet the soil standards for an industrial, commercial or institutional property use set out in Table 2 of the Soil, Ground Water and Sediment Standards for use Under Part XV.1 of the Environmental Protection Act, dated April 15, 2011;

b) The sampling requirements as noted in Section 55 and Schedule E in Ontario Regulation 153/04, as amended, shall be met regardless of whether the Receiving Site Owner or designate is filing a Record of Site Condition or not:
   a. Specifically, for all soil to be brought to the Receiving Site, at least one soil sample shall be analyzed for each 160 cubic metres of soil for the first 5,000 cubic metres at each Source Site, following which at least one sample for each additional 300 cubic metres of soil which is to remain on, in or under the Receiving Site shall be analyzed;
   c) Soils brought from offsite Soil Remediation Facilities may have more stringent testing requirements as required in their Environmental Compliance approvals. In such instances, the more stringent testing requirements will apply with regards to testing at the Source Site;

d) The SAR (Sodium Absorption Ratio) and Electrical Conductivity (EC) of the fill may not exceed Table 2 Standards for all imported soils;

e) The QP of the Receiving Site shall ensure that all fill imported to the Receiving Site does not contain any putrescible material or rock, brick, or concrete, or other construction/demolition debris that contains cement fines, exposed rebar, metal paint or coatings, decomposable materials, plastic, asphalt, petroleum products, hydrocarbon materials and any putrescible organic materials;

13. Fill Relocation

(a) Immediately upon issuance of this Agreement, and prior to the importation of further fill, the Owner shall relocate the excess fill deposited on the Hill Property, both spatially and in volume, in accordance with the approved Grading Plan for the Site.
14. Security on Site

(a) The Owner shall keep and maintain a gated entrance to the Receiving Site at all times;
(b) At all times, when the Receiving Site is closed or during times outside the approved hours of operation, the gate shall be closed to incoming loads of fill as per the Hours of Operation stipulated in this Agreement, under Section 7, supra.

15. Meetings

(a) The Owner and the Township agree to hold project meetings, which will be attended by at least one (1) representative from each of the Parties:
(b) The meetings will take place at the following intervals:
   a. First meeting within 30 days of the effective date of this Agreement;
   b. Second meeting within 90 days of the effective date of this Agreement;
   c. Third meeting within 180 days of the effective date of this Agreement; and
   d. Subsequent meetings, which may be called at the request of either party, and in any event the Parties shall meet no less than once in any six (6) month period.

16. Right of Entry

a) The Owner shall permit the Township and its Director and inspectors, agents or contractors to enter and attend at the site for the purposes of conducting an inspection at any reasonable time including but not limited to inspections during approved Hours of Operation;

b) In the course of any such inspection, the Township or its agents or contractors may carry out any activity necessary to determine compliance with this Agreement and the requirements of the By-law, including but not limited to:
   1. Soil and groundwater sampling and testing, at the sole discretion of the Director and/or the Township consultant
   2. Reviewing and making copies of on-site records;
   3. Inspection of equipment and vehicles on the Site;
   4. Taking of photographs or video of the Site;
   5. Such further and other activities as may reasonably be necessary to determine compliance with the By-law or the requirements of the Agreement or any applicable laws.

c) In addition, the Township may carry out inspections without notice as permitted by law under the Municipal Act, 2001 or a Township by-law;
17. **Reporting**

(a) The Owner shall direct the QP to report in writing quarterly to the Director during the Term of this Agreement, within seven (7) days of the end of each September, December, March and June, to verify that the site alteration proceeded in accordance with the By-law, the site alteration permit and this Agreement in the preceding month quarter. The report will include, but is not limited to, the following information:

a. A list of all of the sources for fill received at the Site during the month quarter including the owner and municipal address for the Source Site;

b. The total volume of fill received at the site for quarter the month including the load counts and volumes for each Source Site by month.

c. A list of all complaints received including a brief description of the complaint, contact information of the complainant (where permitted by law), the time and date the complaint was received and the full name of the person who received the complaint and how the complaint was addressed along with any mitigation measures taken to rectify the complaint;

d. The results of any testing conducted in connection with the fill operation including but not limited to any soil and groundwater testing on and off site and any confirmatory sampling conducted;

e. A list of any incidents involving a breach of this Agreement or the Appendices, the By-law or permit including the date, time, brief description and the persons involved and any mitigative actions taken; and

(b) the Director may, at any time, require such other information to be included in the quarterly reports as deemed necessary by the Director; and

(c) In the event of a serious single breach or a number of breaches of any requirement of this Agreement or the By-Law, more frequent reporting by the Owner may be required by the Director, including any further information deemed appropriate by the Director.

18. **Environmental Impacts**

(a) The Owner shall ensure that the Site Alteration, authorized under this Agreement, proceeds in accordance with sound environmental practices, the Application for this Site Alteration, the Site Alteration Permit, and the plans submitted with the Application and Appendices attached to this Agreement;

(b) The Owner agrees the environmental requirements of Section 4.05 of the By-law shall be met including, but not limited to, ensuring that all fill used is material that does not contain any putrescible material or rock, brick or concrete that contains cement fines, exposed rebar, paint or coatings, decomposable materials, plastic, asphalt, petroleum products, hydrocarbon materials or any putrescible organic materials; and

(c) The Owner shall ensure that the natural environment is not contaminated as a result of the Receiving Site activities related to the deposition or movement of fill at the Receiving Site; The Owner shall ensure that adjacent property owners and bystanders are not subjected to Adverse Effects as defined in section 1. (1) of Ontario’s Environmental Protection Act, R.S.O. 1990, Chapter E. 19, as amended, as a result of operations at the Receiving Site.
19. Default

a) In the event of any default by the Owner, pursuant to any of the terms of this Agreement, and in addition to any other remedies available to the Township, the Director may:
   a. Draw on the Security Deposit referenced in Section 24 of this Agreement in whole or in part;
   b. Undertake or complete any obligation of the Owner hereunder;
   c. Enter upon the Receiving Site through its servants or agents for any purpose whatsoever;
   d. Issue a stop work order with respect to any further dumping operations or dumping related work upon the Receiving Site; and
   e. Recover from the Owner all costs and expenses incurred by the Township whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes; and

b) If the Owner is in breach of the Agreement and the Township cannot address such breach with its own forces or contractors, then the draw on the Securities shall be limited to $10,000 on the first occurrence in each calendar year, and $15,000 per each subsequent occurrence in the same calendar year. In such case, there shall be no recompense to the Owner.

20. Erosion and Sediment Control

a) The Owner shall at all times comply with the Sediment and Erosion Control Plan as documented in Appendix; i.e.,

b) The Owner shall not take or cause any work to be done that will adversely affect drainage from or onto neighbouring properties in the vicinity of the Receiving Site, and the Owner shall with the prior approval of the Township, at the Owner's expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Township with respect to drainage from or onto lands adjoining the Receiving Site as a result of the operations hereby contemplated and the construction of any works, facilities or structures on the Receiving Site, whether approved by the Township or not;

c) The Owner shall construct and install temporary or permanent erosion and siltation control devices required by the Township or as deemed necessary by industrial best management practices, prior to importing any fill to the Receiving Site and shall maintain these facilities in good working order;

d) The Owner shall provide additional erosion and siltation control devices/measures as may be required by the Township during construction of this project, and as may be required by the Township thereafter from time to time;

e) The Owner shall ensure Erosion and Sediment control plans are consistent with the latest guidelines for erosion measures of the local Conservation Authority. The owner shall complete Table 2 and 3 from the Erosion and Sediment Control Guideline for Urban Development, dated December 2006, and forward these for inspection and approval by the Director or his agent prior to undertaking fill operations. Municipal review and approval of such reports shall be at the cost of the owner;

f) As a minimum...
a. The Owner shall ensure that an adequate Erosion and Sediment Control Plan is in place for the Receiving Site at all times and that a QP, Certified as an Inspector of Erosion and Sediment Control (CISEC), oversees the implementation and administration of the Erosion and Sediment Control Plan at the Receiving Site;
b. The Owner shall report to the Township regarding sedimentation and erosion control inspections as detailed in the Erosion and Sediment Control Plan;
c. The Owner shall inspect the Receiving Site regularly regarding erosion control. The inspection should include the following elements as a minimum:
   i. A ‘walk-through’ inspection of the construction site must be undertaken in anticipation of rain, extended wet weather periods, snow melt events, or any conditions that could potentially yield significant runoff volumes;
   ii. Regular and adequate inspections should occur during all construction stages; and
   iii. The minimum frequency of inspection must be:
      1. On a weekly basis;
      2. Before and after every rainfall event;
      3. After significant snowmelt events;
      4. Monthly during inactive periods (> 30 days);
      5. Daily during extended rain or snowmelt periods; and
      6. More frequent inspections may be specified by the Director.

21. Complaint Protocol

   a) The Owner shall at all times comply with the Complaint Protocol which is attached to this Agreement as Appendix____;
   b) Upon receiving a complaint in accordance with the Complaint Protocol, the Owner shall:
      a. Acknowledge the complaint within 24hrs;
      b. Complete a public complaint form;
      c. Investigate the complaint immediately upon notification;
      d. Notify the Director within 24 hours of the complaint and the proposed measures to address/mitigate the complaint;
      e. Respond to the complainant with clear direction;
      f. Implement measures to address the complaint to the satisfaction of the Township;
      g. Follow up on complaint reconciliation measures; and
      h. Subject to Condition 17(a) of this Agreement, prepare and maintain a record of the complaints received in any quarter and provide this summary to the Director in a timely manner.

21. Costs

   a) The Owner agrees to pay all costs incurred by the Township, whether directly or indirectly, in connection with this Agreement including but not limited to any inspection, monitoring and auditing of the site alteration and fill activities. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the review of any plans, reports or applications, review of all legal, surveying, geoscience and engineering costs and the costs of any consultants retained by the Township incurred in connection with this Agreement, the supervision of all of the works undertaken in
connection therewith or in ensuring compliance with this agreement and the registration thereof on title to the lands (Receiving Site);

b) The Owner agrees that the Township reserves the right to randomly test the soil on a daily basis. The Owner shall reimburse the Township for all costs associated with the testing. The Township may take, at a minimum, one (1) soil sample from a location of its choosing on a daily basis. The Township may complete additional soil testing at their discretion;

c) The Owner agrees that the Township, at its discretion, may conduct other such monitoring and inspections in order to ensure compliance with this Agreement and ensure the objectives of the Site Alteration By-Law are maintained. These activities may include, but are not limited to, monitoring and testing ground water elevation levels and quality, monitoring the hours of operation and truck traffic to and from the Receiving Site, inspecting Erosion and Sediment control measures, and review of all documentation associated with the operations of the Receiving Site; and

d) The Owner agrees to reimburse all such costs associated with Township monitoring and compliance audits within 30 days of receipt of any such invoices from the Township.

e) The Owner agrees to reimburse the Township of all legal costs associated with the drafting and executing of this Agreement prior to commencing filling operations.

22. Tipping Fee

a) The Owner shall provide the Township with payments equal to:
   a. $2.00 per cubic metre for all fill materials brought to this Receiving Site under this Agreement in accordance with the current Municipal Fees and Charges By-Law (insert correct name of document if different than this); and
   b. The amount of $40,000 payable at the first of every month of this Agreement for all fill anticipated to be accepted at the Receiving Site during the following month;

b) On a quarterly basis the amount of fill accepted at the Receiving Site will be reconciled against monies provided to the Township using the quarterly reports to determine the volume of fill received at the Receiving Site;

c) Every six (6) months, on the semi-annual anniversary of Agreement, contour mapping/topographic surveys must be undertaken to validate the amount of fill received at the Receiving Site during the Term of this Agreement and any monies owing shall be paid in full forthwith;

d) Should the contour mapping/topographic surveys show that monies in excess of those required have been paid by the Owner, these monies shall be carried forward and applied to future payments owing to the Township; and

e) The amounts owing based on these assessments will be reconciled within sixty days thereafter.

Comment [WU10]: An alternative method of ensuring payment and compensation is for the Township to adopt this option:

The Owner will provide the Township with a Cash Deposit of $100,000 to be replenished within 30 days if Township draws from it. In the event that the Cash Deposit is not replenished within 30 days, a Stop Work Order will be issued until such time as the Cash deposit is replenished.

Use of Cash Deposit:
The Cash Deposit will provide the Township the resources to retain appropriately qualified Peer Review Consultants to oversee all aspects of the Site Alteration including:
- Source Site Assessment;
- Report, manifest, and document review;
- Site inspections;
- Site topographic survey to confirm contours and volumes;
- Drilling and test pitting to confirm subsurface conditions; and
- Collection and analysis of samples for soil, surface water, groundwater and air quality.

The Peer Review Consultant would assist the Director and By-law Officer with inspections and make recommendations to the Director.
The Peer Review Consultant could provide the expertise to review the completion of the site alteration and make recommendations for terminating the Permit and/or Agreement and/or Orders to allow the return of the unused portions of the Cash Deposit and Security Deposit.

Comment [WU11]: The formula for calculating the amount payable is based on $2/hour x 20 cu. m/haul x 100 trucks per day x 20 working days/month. This should increase if load limits increase.
23. **Public Liaison Committee**

a) Depending on the size and nature of the Site Alteration project and the public interest expressed by the community, the Owner, at the discretion of the Council of the Township, may be required to host a Public Liaison Committee (PLC) which shall meet, at a minimum, quarterly during the year;

b) The Committee approved minutes shall be provided to Council within 30 days after the meeting date;

c) The Terms of Reference for the PLC shall form part of the Agreement and are set out in Appendix; and

d) The Director may become involved in the development of the Terms of Reference, at their sole discretion, with respect to any matter including, but not limited to, membership and representation, timing and frequency of meetings, mandate and scope of the committee, and reporting.

24. **Securities**

a) The Owner will provide security to the Township in the amount of 2.5 million dollars and acknowledges that the Township may use the Security to remedy any breach of this Agreement;

b) The Security may be provided in the form of cash or an Irrevocable Letter of Credit in a form acceptable to the Township;

c) Insurance policies may not be used as a form of Security;

d) Provided that the Township has confirmed that no drawings on the Security are required, the Township will return the Security, or the amount thereof then remaining, to the Owner within ninety 90 days of the date that the Permit expires;

e) If the Town draws upon the Security Deposit, the Owner will top up the Security within 30 days of a request being received from the Town and subject to the Site having been stabilized and revegetated according to the approved Grading Plan;

f) If the Township draws upon the Security Deposit, the Owner will top up the Security within 30 days of a request being received from the Township;

g) In the event that the Agreement is expired, cancelled or revoked after work has commenced but prior to completion of the fill operations in accordance with the Agreement, the Owner, at his/her cost shall forthwith stabilize the Site, including but not limited to adding topsoil, grading and sodding, to the satisfaction of the Director; and

h) Should the costs referenced in this Agreement be incurred by the Township in excess of the amount of the Security Deposit, the Township shall place a lien on the Receiving Site for such amount necessary and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.

25. **Indemnity**

(a) The Owner hereby indemnifies and holds the Township harmless for any liability, costs, damages or losses caused directly or indirectly by the issuance of the Agreement or Site Alteration permit;
26. Liability Insurance

(a) The Owner shall at all times maintain Insurance during the term of this Agreement and shall provide a Certificate of Insurance as proof of same:
  a) Commercial General Liability insurance subject to limits of not less than Five Million ($5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but is not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, blanket contractual liability, owner’s and contractor’s protective, non-owned automobile, and contain a cross liability, severability of insured clause. The Township is to be added as an additional insured but only with respect to liability arising out of the operations of the Name Insured;
  b) Pollution Liability Insurance subject to limits of not less than Five Million ($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 disposal of soil, fill, surface water, groundwater or other contamination. The policy shall remain in force for a minimum of two (2) years following termination of this Agreement for whatsoever reason. Notwithstanding the aforementioned, the Pollution Liability insurance shall remain in effect until the Ground Water Monitoring Program as described in the same section is complete. The Town shall be named as an additional insured; and
  c) All policies shall be with the insurers licensed to underwrite insurance in the Province of Ontario.

27. Registration on Title

a) The Owner hereby consents to the registration of this Agreement on the title of the lands at the Owner’s expense.

28. Application to the Court

Nothing in this Agreement shall be construed to prevent:

(a) the Township or the Owner from applying to the Court for an Order of injunctive relief; or

(b) the Township from acting under the provision of the by-law or Municipal Act.
29. **Invalidity**

   (a) If a court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

30. **Interpretation**

   (a) In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neutral and vice versa, and words importing persons shall include corporations and vice versa;

   (b) In the event of inconsistencies between the Site Alteration By-Law and this Agreement, the Parties agree the provisions in this Agreement shall prevail;

   (c) In the event of inconsistencies between the terms of this Agreement and the Appendices, the Director shall provide clarity and the decision of the Director shall be final;

   (d) The Parties acknowledge and agree that this Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto, and each of their respective representatives, successors, heirs and assigns; and

   (e) This Agreement may not be assigned by the Owner without the express written consent of the Township, such consent to be at the sole discretion of the Township.

31. **Record Retention**

   a) The Owner shall retain all records associated with the filling operations for a minimum of seven (7) years after completion of the filling operations.

32. The parties acknowledge and agree that this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.

33. This Agreement may not be assigned by the Owner without the express written consent of the Township, such consent to be at the sole discretion of the Township.

34. Where notice is required under this Agreement it may be personally delivered, sent via fax, or sent via mail and shall be addressed as follows:

   (a) Township:
   Director of Public Works and Parks
   Township of Scugog
   181 Perry Street
Port Perry, Ontario L9L 1A7
Fax: 905-985-9914
Email: iroger@scugog.ca

(b) Owner:
Airport Manager
Greenbank Airways
1140 Highway 47 East
Uxbridge, Ontario L9P 1 R3
Fax: 905-985-4771
Email: johnp@greenbankairways.com

(c) Notice sent via fax is effective on the date of transmittal, notice personally delivered is
effective on the date it is delivered, notice sent via email is effective on the date it is
acknowledged as received by reply email from the recipient, and notice sent by mail is
effective 5 days after mailing.

IN WITNESS THEREOF the Corporation has caused its Corporate Seal to be
affixed as attested to by the hands of its proper Officers in that behalf and the
Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED
THE CORPORATION TOWNSHIP OF SCUGOG
PER:

I have the authority to bind the Corporation etc.
Draft Model Agreement for Presentation all Across Southern Ontario in the New Year

THIS AGREEMENT made this (date here) BETWEEN:

THE Municipality of ____________________________

and

____________________________ (the Owner)

WHEREAS the Owner is the owner of the lands located at _________(address) (the Receiving Site);

AND WHEREAS Section 142 of the Municipal Act, 2001 S.O. 2001, c.25, authorizes a municipality to prohibit or regulate the placing or dumping of fill;

AND WHEREAS section (___) of By-law Number (____) (the By-law) allows the Municipality to enter into an Agreement with the Owner.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained the Parties hereto hereby covenant and agree as follows:

The following Appendices shall form part of the Agreement:

Appendix A - Fill Management Plan
Appendix B - Ground Water Monitoring Plan
Appendix C - Grading Plan/Site Plan
Appendix D - Mud and Dust Control Plan
Appendix E - Sediment and Erosion Control Plan
Appendix F - Hauling Routes
Appendix G - MTO/Region or County Permits (as applicable)
Appendix H - Complaint Protocol
Appendix I - Proof of Insurance
Appendix J - Terms of Reference for the Public Liaison Committee (PLC)
1. Term

4. This Agreement shall be in place for a term of one (1) year from the date of signing;
5. A full review of the Agreement will be conducted no later than six (6) months after the signing date, at which time the Municipality acting reasonably, may amend, remove or add terms to the Agreement or revoke the Agreement in its entirety, at their sole discretion;
6. Notwithstanding section 1(b), the Parties may agree to extend this Agreement at the end of one (1) year for a period of no more than six (6) months for each extension; and
7. The Parties agree that the Municipality, at its sole discretion and at any time, may amend, remove or add terms to the Agreement as it deems necessary.

2. Definitions

The following words or phrases have the following meaning:

3. Qualified Person

(d) The Owner shall retain the services of a Qualified Person (QP) as defined in section 5 of Ontario Regulation 153/04, as amended. The QP must be approved by the Director of Public Works and Parks for the Municipality (Director) prior to any fill being received at the Receiving Site;
(e) Any change in the QP responsible for the Receiving Site must also be pre-approved by the Director;
(f) The Owner shall ensure that the Site Alteration, authorized under this Agreement, proceeds in accordance with sound environmental practices, the Application for this Site Alteration, the Site Alteration Permit, and the plans submitted with the Application and Appendixed attached to this Agreement;
(g) The Owner shall ensure that the natural environment is not contaminated as a result of the Receiving Site activities related to the deposition or movement of fill at the Receiving Site; The Owner shall ensure that adjacent property owners and bystanders are not subjected to Adverse Effects as defined in section 1.1 of Ontario’s Environmental Protection Act, R.S.O. 1990, Chapter E. 19, as amended, as a result of operations at the Receiving Site.

4. Fill Management Plan

b) The Owner shall at all times comply with the Fill Management Plan for the Receiving Site, which is attached to this Agreement as Appendix A;
c) Notwithstanding section 4(c) of this Agreement, the Fill Management Plan will, at a minimum, contain requirements approved by the Municipal Council, the Director or their designate and that reconcile to the document released by the Ministry of the Environment and Climate Change (MOECC) in January 2014 entitled, Soil Management - A Guide for Best Management Practices, January 2014 or as amended;
d) The Fill Management Plan shall contain the following requirements, as a minimum:
5. Ground Water Monitoring

(a) No fill may be received from a Source Site unless there is a comprehensive Soil Management Plan for that Source Site, which has been reviewed and approved by the QP of the Source Site and the QP for the Receiving Site and the QP retained by the Municipality;

(b) All loads received at the Receiving Site must be segregated as per the Fill Management Plan until such time that it has been confirmed by sampling or other acceptable means that the soil is acceptable for receipt at the Receiving Site;

(c) No "polluting up" of the native, uncontaminated soil at the Receiving Site is permitted;

(d) Every load received at the Receiving Site must be screened such that it is confirmed that each load meets the requirements of the Fill Management Plan; and

(e) Audit testing must be done on an ongoing basis and based on the volume of Fill received from each Source Site, to confirm the acceptability and quality of the Fill; and

Amendments to the Fill Management Plan will require the advance written approval of Council and the Director.

The list above is adapted from the Town of East Gwillimbury’s Operational Guideline for fill sites and comments from Senior Hydrogeologists with CLOCA and the TRCA.
i) Notwithstanding any other conditions in this Agreement, the Municipality may retain the Security Deposit as defined in Section 23 of this Agreement until such time that the Ground Water Monitoring Program has been completed to the satisfaction of the Director.

j) The Owner shall be responsible for the future (or as necessary) decommissioning of any or all boreholes in accordance with Regulation 903 under the Ontario Water Resources Act (OWRA).

k) The Owner agrees that more advanced characterization of geological and hydraulic properties and monitoring may be required if the Receiving Site is an identified area of significance such as but not limited to an Area of Natural and Scientific Interest (AINS), a Wellhead Protection Area (WHPA), a High Aquifer Vulnerability Area (HAV), a Significant Ground Water Recharge Area (SGRA) or Ecologically Significant Ground Water Recharge Area (ESGRA).

6. Grading Plan/Site Plan

(h) The Owner shall at all times comply with the Grading Plan/Site Plan which is attached to this Agreement as Appendix C;

(i) The Owner shall retain an Ontario Land Surveyor registered with the Association of Ontario Land Surveyors to prepare pre-fill and post-fill topographic plans for the Receiving Site;

(j) The Parties agree that the Grading Plan/Site Plan will specify a maximum volume of fill to be received at the Receiving Site under this Agreement;

(k) No deviation from the approved Grading Plan/Site Plan is authorized without amendment to this Agreement;

(l) The Grading Plan/Site Plan shall contain such reasonable conditions to guarantee that the Receiving Site is operated in accordance with this Agreement and Municipal By-Laws;

(m) Conditions of the Grading Plan/Site Plan may include details such as:

- Limiting quantity of fill to be received and or managed at the Receiving Site;
- Final contours and compaction;
- Reconciliation of volumes; and
- Reporting timeframes.

7. Mud and Dust Control

(a) The Owner shall at all times comply with the Mud and Dust Control Plan attached to this Agreement as Appendix D; and

(b) Notwithstanding the conditions of Appendix D, the Owner agrees to control dust, arising from the operation of the Receiving Site on the Receiving Site, on adjacent lands and on construction access roads to the satisfaction of the Director.

8. Erosion and Sediment Control

(g) The Owner shall at all times comply with the Sediment and Erosion Control Plan as documented in Appendix E.
h) The Owner shall not take or cause any work to be done that will adversely affect drainage from or onto neighbouring properties in the vicinity of the Receiving Site, and the Owner shall with the prior approval of the Municipality, at the Owner's expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Receiving Site as a result of the operations hereby contemplated and the construction of any works, facilities or structures on the Receiving Site, whether approved by the Municipality or not;

i) The Owner shall construct and install temporary or permanent erosion and siltation control devices required by the Municipality or as deemed necessary by industrial best management practices, prior to importing any fill to the Receiving Site and shall maintain these facilities in good working order;

j) The Owner shall provide additional erosion and siltation control devices/measures as may be required by the Municipality during construction of this project, and as may be required by the Municipality thereafter from time to time;

k) The Owner shall ensure Erosion and Sediment control plans are consistent with the latest guidelines for erosion measures of the local Conservation Authority. The owner shall complete Table 2 and 3 from the Erosion and Sediment Control Guideline for Urban Development, dated December 2006, and forward these for inspection and approval by the Director or his agent prior to undertaking fill operations. Municipal review and approval of such reports shall be at the cost of the owner;

l) As a minimum:

a. The Owner shall ensure that an adequate Erosion and Sediment Control Plan is in place for the Receiving Site at all times and that a QP, Certified as an Inspector of Erosion and Sediment Control (CISEC), oversees the implementation and administration of the Erosion and Sediment Control Plan at the Receiving Site;

b. The Owner shall report to the Municipality regarding sedimentation and erosion control inspections as detailed in the Erosion and Sediment Control Plan.

c. The Owner shall inspect the Receiving Site regularly regarding erosion control. The inspection should include the following elements as a minimum:

   i. A 'walk-through' inspection of the construction site must be undertaken in anticipation of rain, extended wet weather periods, snow melt events, or any conditions that could potentially yield significant runoff volumes;

   ii. Regular and adequate inspections should occur during all construction stages; and

   iii. The minimum frequency of inspection must be:

1. On a weekly basis;
2. Before and after every rainfall event;
3. After significant snowmelt events;
4. Monthly during inactive periods (> 30 days);

Comment [WU29]: This Guideline was prepared for common usage in an effort to coordinate the responses of various municipalities and agencies involved in land development, construction and water management.

Comment [WU30]: Municipalities are strongly recommended to incorporate the following provisions in their permits and Agreements.

Multi-basin sediment controls should be included for any fill in proximity to environmental features and property lines. This redundancy is a positive safeguard to have in place to provide backup protection proximal to natural features and neighboring properties. This technique involves the use of a variety of controls in series from source to stream, beginning with erosion prevention. "Proximal" will have to be defined (e.g. a minimum of 30m to a feature or property boundary).

Max slopes – Any slope greater than 1:1 would have a significant risk of slope failure and sediment and erosion.

Progressive stabilization – To ensure effective sediment and erosion control, fill sites should be completed in phases. Once filling is completed for a phase, documentation that the phase has been stabilized through appropriate vegetation should be demonstrated prior to approval to proceed with subsequent phase.
5. Daily during extended rain or snowmelt periods; and
6. More frequent inspections may be specified by the Director.

9. Hours of Operation and Noise Mitigation

(g) The Owner shall at all times comply with the Municipality’s Noise By-Law Number [4546] for both onsite and offsite activities related to Receiving Site operations;
(h) This may include providing instruction to staff and haulers or imposing requirements regarding minimizing excessive noise such as:
   a. tailgate banging;
   b. the use of engine brakes along the haul routes; and
   c. controlling excessive vehicle idling;
(c) Notwithstanding section 9(a), the permitted Hours of Operation for all Receiving Site activities including receipt and deposition of fill shall be only during the period Monday to Friday 8:30 am - 4:30 pm. There shall be no fill received outside these hours or on Saturdays, Sundays or Statutory Holidays;
(d) Hours of operation will be further restricted during any period in which a severe wind warning for the area has been issued by Environment Canada and during any time where weather, traffic and unusual events would compromise the ability of the Receiving Site activities to be conducted in a safe and environmentally sound manner with due consideration of the public; and
(e) The Owner may conduct site grading, levelling and contouring and general maintenance works on Saturdays so long as the activities comply with the Municipal Noise By-law.

10. Approved Haul Routes

(e) The Owner shall at all times comply with the Haul Routes as set out and attached to this Agreement as Appendix F.
(f) In the event that a Truck Driver fails to use and/or comply with the approved Haul Routes, and such failure is confirmed by the Owner or the Director or his/her Designate:
   a. The Owner shall refuse to allow the Truck Driver to dump or place fill at the Receiving Site for a pre-determined period of time approved by the Director;
   b. In the event that the Truck Driver has already dumped or placed the fill at the Receiving Site and fails to use and/or comply with the approved Haul Routes when exiting the Receiving Site, the Owner shall refuse to accept any subsequent loads from such Truck Driver for a pre-determined period of time approved by the Director;
   c. The Owner shall forthwith report such incident to the Contractor from whence the fill originated and advise the Contractor that the Truck Driver has been instructed to return the Fill to the original source location, unless the fill has already been deposited at the Receiving Site, in which case the notification to the Contractor will be sufficient;
   d. In the event that one or more Truck Drivers from a single hauling company are non-compliant with the use of the Haul Routes, then that company shall be
prohibited from bringing fill to the Receiving Site for a period of not less than three (3) months from the date of the third infraction.
e. The Owner shall record such incident(s) in a log book. The log shall include the following information as a minimum:
   i. The date and time of the occurrence;
   ii. The license plate of the vehicle denied access;
   iii. The name of the Truck Driver and company, if known;
   iv. The source location of the fill; and
   v. The name of the Contractor who obtained the tickets to dump or place the fill.

g) To further ensure that Contractors and Truck Drivers use and/or comply with the Haul Routes, the Owner agrees as follows:
   iii. To distribute and to have available to all Truck Drivers an illustrative map identifying the Haul Routes;
   iv. To post signage identifying the Haul Routes at both the entrance and exit to the Receiving Site;

h) Provide a copy of the log book at the Director’s request; and

i) The Parties agree there shall be no queuing of trucks permitted on any roads leading to or from the Receiving Site

11. Truck Traffic

(a) The Owner shall at all times comply with the governing Region and/or County road requirements and the Ministry of Transportation requirements, if applicable, and as set out and attached to this Agreement as Appendix G;

(b) Notwithstanding Section 11(a), the maximum number of trucks per day that may dump fill at the Receiving Site shall be 100; and

(c) This number may be amended up to a maximum of 200 trucks per day or down to a specified number by the Director, should the Director so decide, and with the approval of Council.

12. Complaint Protocol

c) The Owner shall at all times comply with the Complaint Protocol which is attached to this Agreement as Appendix H;

d) Upon receiving a complaint in accordance with the Complaint Protocol, the Owner shall:
   i. Acknowledge the complaint within 24hrs;
   j. Complete a public complaint form;
   k. Investigate the complaint immediately upon notification;
   l. Notify the Director within 24 hours of the complaint and the proposed measures to address/mitigate the complaint;
   m. Respond to the complainant with clear direction;
   n. Implement measures to address the complaint to the satisfaction of the Municipality;
   o. Follow up on complaint reconciliation measures; and
p. Subject to Condition 19(a) of this Agreement, prepare and maintain a record of the complaints received in any quarter and provide this summary to the Director in a timely manner.

13. Security on Site

(c) The Owner shall keep and maintain a gated entrance to the Receiving Site at all times;
(d) At all times, when the Receiving Site is closed or during times outside the approved hours of operation, the gate shall be closed to incoming loads of fill as per the Hours of Operation stipulated in this Agreement, under condition 9, supra.

14. Other Regulating Agencies

(a) The Owner shall at all times comply with such federal, provincial or municipal legislation, regulations, rules and requirements as may be applicable; and
(b) Where the Owner determines that, in their opinion, there is a conflict between any other legislation and this Agreement, they shall forthwith notify the Director of the presumed conflict for his/her consideration.

15. Source Site Approval

(a) The Owner shall post on an Online Portal/Website the following documentation with respect to any Source Site used in connection with the Receiving Site:
   a. The test results, whether generated by the QP, their representative, the Owner or otherwise upon which the QP relied in his determination of the acceptability of fill from the Source Site;
   b. A copy of the QP's approval of the Source Site which shall include the volume of fill approved based on the QP's review of the Source Site soil test results; and
   c. The test results from any audit samples taken at the Receiving Site by the QP or designate in accordance with the Fill Management Plan in Appendix A;
   and
(b) The Owner acknowledges and agrees that the Owner shall not import fill or topsoil onto the Receiving Site unless prior written approval is obtained from the Director and/or Municipal Consultant for each Source Site; and
(c) The QP, upon approving a new Source Site shall, at the request of the Director, forthwith provide the Director with all of the documents posted on the Online Portal relevant to that approval and any other information such as, but not limited to, environmental assessments and Soil Management Plans for all Source Sites.
16. Imported Fill/Topsoil

f) All handling and processing of the fill at the Receiving Site, shall follow the process described in the Ministry of Environment and Climate Change Best Management Practices Guideline for Excess Soils, January 2014 as amended;

g) The sampling requirements as noted in Section 55 and Schedule E in Ontario Regulation 153/04, as amended, shall be met regardless of whether the Receiving Site Owner or designate is filing a Record of Site Condition or not:
   a. Specifically, for all soil to be brought to the Receiving Site, at least one soil sample shall be analyzed for each 160 cubic metres of soil for the first 5,000 cubic metres at each Source Site, following which at least one sample for each additional 300 cubic metres of soil which is to remain on, in or under the Receiving Site shall be analyzed;

h) Soils brought from offsite Soil Remediation Facilities may have more stringent testing requirements as required in their Environmental Compliance approvals. In such instances, the more stringent testing requirements will apply with regards to testing at the Source Site;

i) No new contaminants may be introduced to the Receiving Site from fill operations, nor may the natural, ambient level of existing contaminants on site be increased;

j) Fill received at the Receiving Site shall meet the soil standards as determined during the pre-assessment requirements for the Receiving Site and as agreed by the Council of the Municipality;

k) The SAR (Sodium Absorption Ratio) and Electrical Conductivity (EC) of the fill may not exceed Table 2 Standards for all imported soils;

l) The QP of the Receiving Site shall ensure that all fill imported to the Receiving Site does not contain any putrescible material or rock, brick, or concrete, or other construction/demolition debris that contains cement fines, exposed rebar, metal paint or coatings, decomposable materials, plastic, asphalt, petroleum products, hydrocarbon materials and any putrescible organic materials;

m) The Receiving Site QP will review all required soil testing for the Source Site as required in this Section and will provide all such documentation to the Director and/or Municipal Consultant for review and approval in accordance with Section 15(b).

17. Meetings

(c) The Owner and the Municipality agree to hold project meetings, which will be attended by at least one (1) representative from each of the Parties;

(d) The meetings will take place at the following intervals:
   a. First meeting within 30 days of the effective date of this Agreement;
   b. Second meeting within 90 days of the effective date of this Agreement;
   c. Third meeting within 180 days of the effective date of this Agreement; and
   d. Subsequent meetings, which may be called at the request of either party, and in any event the Parties shall meet no less than once in any six month period.
18. Right of Entry

a) The Owner shall permit the Municipality and its Director and inspectors, agents or contractors to enter and attend at the Receiving Site for the purposes of conducting an inspection at any reasonable time, including but not limited to inspections during approved Hours of Operation;

b) In the course of any such inspection, the Municipality or its agents or contractors may carry out any activity necessary to determine compliance with this Agreement and the requirements of the By-Law including but not limited to:
   a. Soil and ground water sampling and testing at the discretion of the Director;
   b. Reviewing and making copies of on-site records;
   c. Inspection of equipment and vehicles used at the Receiving Site;
   d. Taking of photographs or video of the Receiving Site;
   e. Such further and other activities as may reasonably be necessary to determine compliance with the terms of this Agreement; and

c) In addition to the inspections described in 18(a) and (b), the Municipality may carry out inspections at any reasonable time as permitted by law under the Municipal Act, 2001 S.O. 2001, Chapter 25 or a Municipal By-law Number xxxxx.

19. Reporting

(a) The Owner shall direct the QP to report in writing, quarterly, to the Director during the term of this Agreement, within seven (7) days of the end of each September, December, March and June, to verify that the Receiving Site alteration proceeded in accordance with the By-Law, the Site Alteration Permit, and this Agreement and its Appendices for the preceding quarter. The report will include, but is not limited to the following information:
   a. A list of all of the sources for fill received at the Receiving Site during the quarter including the owner and municipal address for the Source Site;
   b. The total volume of fill received at the Receiving Site for the quarter including the monthly load counts and volumes for each Source Site;
   c. A list of all complaints received including a brief description of the complaint, contact information of the complainant (where permitted by law), the time and date the complaint was received, the full name of the person who received the complaint and how the complaint was addressed along with any mitigation measures taken to rectify the complaint;
   d. The results of any testing conducted in connection with the fill operations, including but not limited to any soil and ground water testing on and off site and any confirmatory sampling conducted; and
   e. A list of any incidents involving a breach of this Agreement and its Appendices, the By-Law or Permit, if applicable including the date, time, brief description, the persons involved and any mitigative actions taken;

(b) The Director may, at any time, require such other information to be included in the quarterly reports as deemed necessary by the Director; and
20. Default

(c) In the event of a serious single breach or a number of breaches of any requirement of this Agreement or the By-Law, more frequent reporting by the Owner may be required by the Director, including any further information deemed appropriate by the Director.

21. Costs

The Owner agrees to pay all costs incurred by the Municipality, whether directly or indirectly, in connection with this Agreement including but not limited to any inspection, monitoring and auditing of the site alteration and fill activities. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the review of any plans, reports or applications, review of all legal, surveying, geoscience and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with the this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this agreement and the registration thereof on title to the lands (Receiving Site);

The Owner agrees that the Municipality reserves the right to randomly test the soil on a daily basis. The Owner shall reimburse the Municipality for all costs associated with the testing. The Municipality may take, at a minimum, one (1) soil sample from a location of its choosing on a daily basis. The Municipality may complete additional soil testing at their discretion;

The Owner agrees that the Municipality, at its discretion, may conduct other such monitoring and inspections in order to ensure compliance with this Agreement and ensure the objectives of the Site Alteration By-Law are maintained. These activities may include, but are not limited to, monitoring and testing ground water elevation levels and quality, monitoring the hours of operation and truck traffic to and from the Receiving Site.

Comment [WU3]: As per Section 425 (6) of the Municipal Act, Municipal Act 2001 S.O. 2001, c.25, if a sample is taken for the purposes of inspection and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the person from whom the sample was taken.
Site, inspecting Erosion and Sediment control measures, and review of all documentation associated with the operations of the Receiving Site; and

i) The Owner agrees to reimburse all such costs associated with Municipality monitoring and compliance audits within 30 days of receipt of any such invoices from the Municipality.

j) The Owner agrees to reimburse the Municipality of all legal costs associated with the drafting and executing of this Agreement prior to commencing filling operations.

22. Tipping Fee

f) The Owner shall provide the Municipality with payments equal to:
   a. $2.00 per cubic metre for all fill materials brought to this Receiving Site under this Agreement in accordance with the current Municipal Fees and Charges By-Law (insert correct name of document if different than this); and
   b. The amount of $40,000 payable at the first of every month of this Agreement for all fill anticipated to be accepted at the Receiving Site during the following month;

g) On a quarterly basis the amount of fill accepted at the Receiving Site will be reconciled against monies provided to the Municipality using the quarterly reports to determine the volume of fill received at the Receiving Site;

h) Every six (6) months, on the semi-annual anniversary of Agreement, contour mapping/topographic surveys must be undertaken to validate the amount of fill received at the Receiving Site during the Term of this Agreement and any monies owing shall be paid in full forthwith;

i) Should the contour mapping/topographic surveys show that monies in excess of those required have been paid by the Owner, these monies shall be carried forward and applied to future payments owing to the Municipality; and

j) The amounts owing based on these assessments will be reconciled within sixty days thereafter.

23. Securities

i) The Security Deposit is designed to be used in situations when the Owner is unwilling or unable (due to financial, business, personal or other reasons) to comply with the terms of this Agreement or Orders issued by the Municipality. The Security Deposit must be able to survive the demise of the Owner’s financial and business resources;

j) In addition to the Tipping Fees specified in section 22, the Owner will provide Security to the Municipality, prior to receiving any fill at this Receiving Site, in the amount of $1.00 for every cubic metre authorized under the Site Alteration Permit or this Agreement, and as detailed in the approved Grading/Site Plan and acknowledges that the Municipality may use the Security to remedy any breach of this Agreement;

k) The Security may be provided in the form of cash or an Irrevocable Letter of Credit in a form acceptable to the Director;

l) Insurance policies may not be used as a form of Security;

m) Provided that the Director has confirmed that no drawings on the Security are required, the Municipality will return the Security, or the amount thereof then remaining, to the
Owner within ninety days of the date that the Permit or this Agreement expires and the Receiving Site has been stabilized and revegetated according to the approved Grading/Site Plan;

n) If the Municipality draws upon the Security Deposit, the Owner will top up the Security within 30 days of a request being received from the Municipality;

o) In the event that the Agreement is expired, cancelled or revoked after work has commenced but prior to completion of the fill Operations in accordance with the Agreement, the Owner, at his/her cost shall forthwith stabilize the Receiving Site, including but not limited to adding topsoil, grading and sodding, to the satisfaction of the Director; and

p) Should the costs referenced in this Agreement be incurred by the Municipality in excess of the amount of the Security Deposit, the Municipality shall place a lien on the Receiving Site for such amount necessary and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.

24. Liability Insurance

d) The Owner shall at all times maintain Insurance as outlined below, and documented in Appendix I, during the term of this Agreement and shall provide a Certificate of Insurance as proof of same.

a. Commercial General Liability insurance subject to limits of not less than Five Million ($5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but is not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, blanket contractual liability, owner’s and contractor’s protective, non-owned automobile, and contain a cross liability, severability of insured clause. The Municipality is to be added as an additional insured on the Commercial General Liability Policy;

b. Pollution Liability Insurance subject to limits of not less than Five Million ($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 disposal of soil, fill, surface water, ground water or other contamination. The policy shall remain in force for a minimum of two (2) years following termination of this Agreement for whatsoever reason. Notwithstanding the aforementioned, the Pollution Liability insurance shall remain in effect until the Ground Water Monitoring Program as described in Section 5 is complete. The Municipality shall be named as an additional insured; and

c. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
25. Indemnity

a) The Owner hereby indemnifies and holds the Municipality harmless for any liability, costs, damages or losses caused directly or indirectly by the issuance of the Agreement or Site Alteration permit.

26. Registration on Title

a. The Owner hereby consents to the registration of this Agreement on the title of the lands at the Owner’s expense.

27. Application to the Court

a) Nothing in this Agreement shall be construed to prevent:
   i. The Municipality or the Owner from applying to the Court for an Order for injunctive or other relief; or
   ii. The Municipality from acting under the provisions of the By-Law or the Municipal Act, 2001, as amended.

28. Invalidity

a) If a court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

29. Interpretation

(f) In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neutral and vice versa, and words importing persons shall include corporations and vice versa;

(g) In the event of inconsistencies between the Site Alteration By-Law and this Agreement, the Parties agree the provisions in this Agreement shall prevail;

(h) In the event of inconsistencies between the terms of this Agreement and the Appendices, the Director shall provide clarity and the decision of the Director shall be final;

(i) The Parties acknowledge and agree that this Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto, and each of their respective representatives, successors, heirs and assigns; and

(j) This Agreement may not be assigned by the Owner without the express written consent of the Municipality, such consent to be at the sole discretion of the Municipality.
30. Record Retention

b) The Owner shall retain all records associated with the filling operations for a minimum of seven (7) years after completion of the filling operations.

31. Record of Site Condition

a) According to O. Reg. 153/04, as amended a Record of Site Condition (RSC) must be filed and acknowledged by the MOE for any future more sensitive land use; and

b) The Agreement will remain in place until there is receipt of MOE acknowledgement of the filing of an RSC for the more sensitive property use, if applicable.

32. Public Liaison Committee

e) Depending on the size and nature of the Site Alteration project and the public interest expressed by the community, the Owner, at the discretion of the Council of the Municipality, may be required to host a Public Liaison Committee (PLC) which shall meet, at a minimum, quarterly during the year;

f) The Committee approved minutes shall be provided to Council within 30 days after the meeting date;

g) The Terms of Reference for the PLC shall form part of the Agreement and are set out in Appendix J; and

h) The Director may become involved in the development of the Terms of Reference, at their sole discretion, with respect to any matter including, but not limited to, membership and representation, timing and frequency of meetings, mandate and scope of the committee, and reporting.

33. Notice

Where notice is required under this Agreement it may be personally delivered, sent via fax, sent via mail or email and shall be addressed as follows:

(a) Municipality:
Insert name and title of Municipal representative and address
Fax:
Email:

(b) Owner:
Insert name and title of Receiving Site representative and address
Fax:
Email:
(c) Notice sent via fax is effective on the date of transmittal, notice personally delivered is effective on the date it is delivered, notice sent via email is effective on the date it is acknowledged as received by reply email from the recipient, and notice sent by mail is effective five (5) business days after mailing.

IN WITNESS THEREOF the Corporation has caused its Corporate Seal to be affixed as attested to by the hands of its proper Officers in that behalf and the Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED
THE MUNICIPALITY OF ____________
PER:
_____________________
I have the authority to bind th
Model Fill Management Plan for presentation across southern Ontario- DRAFT

Fill Management Plan


FILL MANAGEMENT PLAN

This Plan has been developed to manage operations at a Fill site [insert name and municipal address of the receiving site] hereby after referred to as “the Receiving Site”

INTRODUCTION

The following document describes fill management procedures at the Receiving Site. This Plan will be administered and enforced by the Receiving Site’s Qualified Person (QP) as defined in Section 5 of Ontario Regulation 153/04, as amended, on behalf of Owner of the Receiving Site, The Municipality or any other entity incorporated for self-government, at the expense of the Owner of the Receiving Site, will be responsible for ensuring compliance through audits, inspections, sampling and any other means deemed appropriate by the Municipality.

DEFINITIONS

PURPOSE

The purpose of this Plan is to ensure the environmentally protective placement of acceptable fill materials on the Receiving Site and to ensure the filling operations proceed in accordance with sound environmental practices. This document outlines minimum requirements that a Municipality may require and/or include in authorizing documents when managing large fill operations.

REGULATORY COMPLIANCE

Any soils received at the Receiving Site or destined for the Receiving Site shall be managed in accordance with the MOECC document entitled, "Soil Management – A Guide for Best Management Practices", January 2014 as amended (MOECC BMP). All handling, sampling, assessing and receipt of soils at the Receiving Site, shall be done in accordance with the provisions of O. Reg. 153/04, as amended where applicable. It should be noted that, for the purposes of this document, the applicability of the provisions of O. Reg. 153/04 are not limited...
to sites where a Record of Site Condition (RSC) has been submitted or will be submitted to the MOECC. Rather, the relevant provisions of this Regulation, as described in this document, apply and must be adhered to for any site where excess soils are generated or received for disposal. Compliance with either of the documents listed in this paragraph does not abrogate the need to comply with any other applicable federal, provincial or municipal legislative or regulatory requirements.

SOURCE SITE APPROVAL

Care needs to be taken to delineate and distinguish fill quality at every Source Site to ensure only acceptable soil and fill materials are shipped to the Receiving Site. Managing fill from Soil Remediation facilities is addressed in Appendix A.

Before accepting any soil from a Source Site, the Receiving Site QP must review:

(a) All documentation regarding the management and treatment of soils at the Source Site, any environmental assessments undertaken at the Source Site, including all Phase I and/or II Environmental Site Assessment (ESA) reports, and/or remediation reports, and any compliance documents issued, including but not limited to MOECC Environmental Compliance Approvals. The documentation must be signed by the Source Site QP;

(b) A site specific Soil Management Plan (SMP) for the Source Site, signed by the Source Site QP, that will be utilized to ensure that soil transported to the Receiving Site meets the soil quality standards approved by the Municipality as designated in the Agreement for the Receiving Site.

(c) The Source Site SMP shall include as a minimum:

(i) Indicators that define all areas to be excavated with the estimated volume of excess soil to be managed off-site and the representative chemical composition of the excess soils, along with detailed instructions to on-site contractors identifying the depth of soil to be excavated for off-site management;

(ii) Appropriate characterization of all excavated soil by a QP, or a person under the supervision of a QP, to determine the volume and chemical composition of the soil that is to be managed off-site;

(iii) Appropriate sampling and laboratory testing to ensure that all chemical parameters in the soil are identified and characterized. The sampling frequency of soils shipped to a Receiving Site must, at a minimum, be at a frequency as set out in O. Reg. 153/04, as amended for soils shipped to an RSC property. For soils from all Source Sites, analysis shall be as follows.*
at a minimum: one (1) sample for every 160 cubic metres for the first 5000 cubic metres from each Source Site, then one (1) for each additional 300 cubic metres of soil from said Source Site. The QP of the Receiving Site must sign verify in writing that this has been done; and

(iv) Documentation signed by the Source Site QP, including appropriate and representative soil analyses, confirming that the quality of fill meets the Receiving Site’s soil standards as designated in the Agreement, including the Sodium Adsorption Ratio (SAR) and Electrical Conductivity (EC) standards.

d) If the Receiving Site QP is unsure of the quality of the proposed soils, he must either order or undertake resampling or additional sampling of soils from the Source Site before further considering these soils for receipt at the Receiving Site.

e) If all criteria have been met, the Receiving Site QP will write a Source Site Approval Report indicating the volume of soil approved and any analysis and reports used to approve the Source Site soils.

f) The Owner of the Receiving Site shall provide all required documentation to the Municipality for review by the Municipality’s Consultant, who will peer review all documentation from the Source Sites at the expense of the proponent. The Municipality’s Consultant will have the option to carry out a reconnaissance of the Source Site to confirm that an appropriate representative Soil Management Plan is in place. All fees associated with the peer review will be borne by the Owner of the Receiving Site. The Municipality can request further documentation or testing at its discretion and will then approve or reject management of soils/fill from the Source Site at the Receiving Site based on the peer review. No soils are to be shipped to the Receiving Site without the advance written approval of the Municipality.

ON SITE APPROVAL PROCEDURES

Volume Approval

Once the above criteria have been met for fill form the Source Site, the Source Site Manager is permitted to purchase fill tickets from the Receiving Site Owner. The number of tickets issued is based upon the estimated volume of soil to be generated from the Source Site. Before any soil is shipped to the Receiving Site, the volume of soil must be approved by the Receiving Site QP based on a review of all documentation and analytical data. Should the operators of the Source Site wish to ship more soil than has been approved by the Receiving Site QP and the Municipality, the Receiving Site QP will justify the need to do so by supporting documentation, requesting the appropriate supporting documentation stating the rationale for the increased soil.
The Municipality shall be notified forthwith to facilitate the review and approval for management of the additional soils.

Posting Records/Transparency

Following confirmation that the quality of Fill from the Source Site is acceptable for placement at the Receiving Site, the Receiving Site QP will forthwith post all sample analysis reports and Source Site Approval Reports on the internet at a unique website created for the Receiving Site (e.g. www.the Site.net) The Soil Analysis Reports will show that the Source Site sampling meets the designated standard in the Agreement and that the soil is of a quality that meets the appropriate standards as set out in this Plan. The web page will be available to the public for review. Note that all Source Site approval letters and audit testing of soils at the Receiving Site shall be posted as well.

Fill Tickets

There must be a QP or a person designated by the QP at the Receiving Site at any time that the Receiving Site is open for receipt of fill. The QP is responsible for monitoring the quality of incoming fill received at the Receiving Site. Any fill received at the Receiving Site shall be handled in accordance with this Plan.

A sample Fill Ticket is herein presented below. A similar one is to be developed and implemented by the QP for the Source Site and must include the quantity of soil on board every vehicle (Note the “volume” must be added to the sample Fill Ticket provided). All Fill Tickets must be retained at the Receiving Site for review by the Municipality at their request.
A Fill Ticket must be presented to the Receiving Site's gate staff before the truck offloads the fill. Gate staff must check to ensure that the Fill Ticket is valid. Gate staff will provide each Fill Ticket to the Receiving Site administration staff for record-keeping purposes by the end of each working day.

**Documentation**

Administration staff at the Receiving Site are to keep the following documentation for the tracking of all incoming loads of fill for review by the Municipality at their request:

(a) A copy of all Fill Tickets corresponding to all loads received at the Receiving Site

(b) Name and location of the Source Site.

(c) Date and time of arrival of each load at the Receiving Site;

(d) The name and licence plate number of each truck that delivers fill to the Receiving Site;

(Source: The illustrated Fill Ticket is taken from the MNR’s Aurora Fill Protocol)
(e) Daily volumes of soil received from each Source Site;

(f) Documentation signed by the Source Site QP that includes appropriate and representative soil analyses of the soil at the Source Site by an accredited laboratory (SCC - https://www.scc.ca, or CALA - http://www.cala.ca/) confirming the soil quality is acceptable for the intended Receiving Site in accordance with the Receiving Site’s Fill Management Plan;

(g) Confirmation by the Receiving Site’s QP acknowledging that the quality and quantity of the soil is acceptable for receipt at the Receiving Site; and

(h) Details of any rejections of any loads of soil due to visual inspection or review of analytical results, including reasons why the load was rejected at the Receiving Site and how it was eventually managed.

Screening Loads

Each incoming load of fill is monitored by the Receiving Site’s QP or its designate as it is dumped at the tipping area to verify that only no unacceptable materials are included in the load. Each incoming load is to be visually inspected and screened for odours, staining, debris or other forms of contamination whether known or suspected. The use of a photoionization detector PID or flame ionization detector FID will be used to screen for VOCs. The daily shipments are checked by the Receiving Site QP or designate that each load is coming from an approved Source Site.

Fill that is observed to contain unacceptable materials must be returned to the Source Site. The Fill Ticket is forfeited under these circumstances. Staff at the Receiving Site shall record the rejected load in a daily log. The Receiving Site QP will also keep a record of the contaminated load and its fate. Any further soils from the Source Site will not be permitted to be shipped to the Receiving Site until the unacceptable material is returned and until it can be demonstrated that the remaining soil at the Source Site that are destined to be shipped to the Receiving Site meets the appropriate standard for the Receiving Site. This will be carried out through confirmatory sampling of stockpiles or excavations at frequencies required by O. Reg. 153/04, as amended - See Table 2 and 3 in Schedule E of Part 12 of O.Reg. 153/04, as amended.

The QP at the Receiving Site shall record, in a log kept at the Receiving Site, any instances when fill is returned under these circumstances, recording the Source Site, hauler, date of the incident, and any and all information pertaining to the unacceptable fill. This information shall be reported to the Municipality forthwith for review and action if applicable. Note that the Municipality has the ability to withdraw approval of the Source Site based on these incidences. This information is to be summarized in Quarterly Reports submitted to the Municipality.
Segregation

Soils from each Source Site shall be deposited in segregated areas within the approved fill area of the Receiving Site so that they can be assessed and remediated if necessary.

Sampling Requirements at the Receiving Site

The QP at the Receiving Site, or his representative, will collect a minimum of one (1) audit sample per day of soil received from each approved Source Site. Audit sampling protocols are to be developed and utilized by the Receiving Site QP, sufficient to produce results that would be representative of the volume of excess soil that is being received from each Source Site.

The Owner or designate shall ensure that the accredited testing laboratory copies the Municipality directly on reports for all audit samples taken.

It is understood that the Municipality will retain their own QP (Municipal Consultant) to collect samples for testing at the frequency agreed to in the Agreement. The minimum amount of testing by the Municipality will be daily. The location, frequency and timing of sampling will be at the Municipality's sole discretion.

All Municipal costs incurred will be borne by the Owner of the Receiving Site.

Haul Routes

Trucks transporting fill material must enter and exit the Receiving Site along routes and time intervals designated in the Agreement.

CONTINGENCY PLAN

A Contingency Plan is a procedure that prepares an organization to respond coherently to an unplanned event. It shall be developed by the Receiving Site Owner for review and approval by the Municipality to deal with failed or contaminated loads of soil intended for management by the Receiving Site. Provisions must be included to deal not only with soils imported to the Receiving Site for management, but those that were inadvertently or knowingly accepted at the Receiving Site; the latter being subject to penalty in accordance with section 10 (d) of the Model Agreement. Provisions in the plan must include, as a minimum, a rationale for the volume of which must be removed for export back to its origin and the amount of confirmatory sampling that will be carried out at the Receiving Site to ensure that contaminated, non-compliant fill is identified for removal. A verification sampling study will be performed at the Owner’s expense to confirm that all contaminated fill has been removed.

GEOTECHNICAL REQUIREMENTS

The Receiving Site Operator will develop a Contingency Plan that will also address operational issues such as flooding, slumping or collapse of berms, crevicing and the like and will include
provisions to mitigate and report on these issues. The Receiving Site Owner will retain the services of an Ontario licensed professional engineer (PEO) with academic qualifications in geotechnical engineering who will assess these issues and provide a quarterly

SECURITY/ENFORCEMENT

The Receiving Site will be monitored by security cameras located in such a manner as to record all movement of soil within the Site. The Receiving Site will be secured by a fence and an entrance gate that will be locked outside of the approved Hours of Operation.

There will be personnel at the entrance to the Receiving Site at all times during Hours of Operation controlling traffic and directing trucks to the appropriate tipping areas.

DAILY SITE INSPECTION REPORT

Aside from the other reports and documentation requirements listed throughout this Plan, a Daily Site Inspection report will be generated and made available to the Municipality upon request. The checklist will include the following:

- Date of inspection
- Weather conditions
- Printed name and signature of inspector
- Haul route condition
- Grading condition
- Drainage conditions
- Safety concerns
- Dust and noise monitoring
- Security camera function
- Names of Personnel/Operators
AMENDMENTS TO THE FILL MANAGEMENT PLAN

This Plan will be deemed amended once reviewed and approved by the Director of Public Works and Parks and Municipal Council. Amended Plans shall form part of the legal Agreement with the Municipality.

APPENDIX A

SOILS FROM THE GREEN FOR LIFE (GFL) SOIL TREATMENT FACILITY

Before accepting any soil from the GFL Soil Treatment Facility:

a) The Receiving Site QP will retain a copy of GFL's Environmental Compliance Approval (ECA), along with relevant Schedules for review and provide the same to the Municipality. The Receiving Site QP will obtain and review relevant compliance testing and/or analytical reports and submit these to the Municipality for their review.

b) The Receiving Site QP will reconcile the volumes of tested soils vs. volumes of soils to be shipped according to the requirements in the ECA and schedules. For GFL, the compliance approval indicates there is to be one (1) test for every fifty (50) cubic metres for Petroleum Hydrocarbon (PHC), Volatile Organic Compounds (VOC), and Benzene, Toluene, Ethylbenzene and Xylene Mixture (BTEX) and there is to be one (1) test for every two hundred (200) cubic metres for Semi-Volatile Organic Compounds (SVOC) and heavy metals by an accredited laboratory.

c) The Receiving Site QP will ensure that the SAR and EC parameters are also tested and meet the accepted standard as agreed to by the Municipality. The concentration levels will not exceed Table 2 Site Condition Standards ("SCS") for the appropriate textured soils.

d) The Receiving Site QP will ensure that any information provided by GFL’s QP is prepared or reviewed by GFL’s QP, or a person working under his/her direct supervision, before it is presented for review to the Receiving Site QP.

e) A copy of GFL’s “Bill of Lading” shall be maintained at the Receiving Site office for each load of soil shipped by GFL to the Receiving Site for inspection by the Receiving Site QP and municipal staff. Each Bill of Lading will list the source of the soil and the quantity and the “cell” and “pad” number associated with the treated soil.

f) The Receiving Site QP and/or the Municipality may require additional sampling or testing of soils from GFL over and above those parameters and frequencies defined in GFL’s ECA.

Audit Sampling of GFL soils at the Receiving Site

As with other Source Sites, the Receiving Site QP will collect a minimum of one (1) audit sample per day for laboratory testing. The soil received from the GFL Soil Treatment Facility
will require additional audit sampling if soil from more than one (1) source cell is transported to the Receiving Site on any one day. In conjunction with daily sampling, audit sampling protocols are to be developed and utilized by the Receiving Site QP sufficient to produce results that would be representative of the volume of excess soil that is being received from the facility. The rationale regarding audit sampling frequency that is representative of the volume of excess soil shall be provided to the Municipality for approval.

In the event that analytical results from any audit sample indicate a concentration greater than the Receiving Site Condition Standards, the Receiving Site QP will immediately notify the Operator of the findings and provide recommendations for mitigation. At a minimum, no further soils will be shipped from the GFL facility to the Receiving Site until the unacceptable soils are removed from the Receiving Site and the source of contamination at the GFL facility is discovered.

Contingency Plan
A contingency plan shall be developed by GFL in accordance with their Environmental and Quality Policy (http://gflenv.com/about/gfl-environmental-and-quality-policy) regarding actions to be taken in the event that audit samples from GFL soils fail to meet the specified standard including their own. Understanding that a particular treated “cell” at the GFL facility has a defined volume, when audit tests are taken of GFL soils at the Receiving Site, a rationale should be provided as to mitigation measures when audit tests do not meet the Receiving Site’s standard for specific chemical parameters. In the event that non-compliant soil (for whatever reason) is exported to the Receiving Site it will be exported back to GFL or if already tipped, must be delineated and removed for export back to GSL. A confirmatory sampling program will be carried out at the Receiving Site to ensure that contaminated, non-compliant fill is identified for removal followed by a verification sampling study to confirm that all contaminated fill has been removed.

APPENDIX B
SOILS FROM OTHER SOIL TREATMENT FACILITIES
For any soils received from other soil recycling or soil remediation facilities, other than GFL, the Receiving Site QP must assess and impose similar safeguards and testing requirements to those implemented for GFL, regarding compliance testing and documentation and report review. The Municipality may require further sampling and testing of soils at these Soil Treatment Facilities at their sole discretion, (particularly those Soil Treatment Facilities with outdated compliance approvals) before any soils are shipped to the Receiving Site. Despite the requirements specified in the Soil Treatment Facility’s Compliance Approval, minimum sampling requirement for these soils shall be those required as outlined in Section b) in Appendix A.
DELEGATION REQUEST

Please ensure this form is fully completed
E-mail this application to sfrey@scugog.ca or hand deliver to the Township office no later than 4:30pm on the Tuesday preceding the council meeting

Date of Meeting: December 15, 2014.

Name of Delegation(s):
David Le Roy

Full Mailing Address of Delegation(s):

Telephone #: [Redacted]

Purpose of Delegation:
This deputation will outline for Council a number of outstanding issues concerning transparency, accountability and process in regard to municipal oversight of landfill operations at Greenbank Airport.

Please Indicate the Action Being Requested by Council:
The Council will be provided specific recommendations for action to restore public confidence in the management of this site from a municipal governance perspective.

Delegations have five (5) minutes to address Council. Where a delegation consists of a group of three or more persons, the group may address the Council/Committee for no more than ten minutes.
Presentation materials are required by noon the Friday prior to the meeting.
For further information on the procedure for appearing before Council as a delegation, please refer to the Township of Scugog website at www.scugog.ca
Please ensure this form is fully completed
E-mail this application to sfrey@scugog.ca or hand deliver to the Township office no later than 4:30 pm on the Tuesday preceding the council meeting.

Date of Meeting: December 15, 2014

Name of Delegation(s): PJ Moore

Full Mailing Address of Delegation(s):

Telephone #: 

Email Address: 

Group Delegation Represents:

General Nature of Delegation: Concern with the Greenbank Airport and the impact of the health and welfare of our township

Please indicate the Action Being Requested by Council:

I will be requesting the council to take action towards a stronger agreement with the Greenbank airport. Rather than complaining, I will be making recommendations on how to strengthen the agreement in order to reduce the risk of contaminated waste and address the safety of our town.

Delegations have five (5) minutes to address Council. Where a delegation consists of a group of three or more persons, the group may address the Council/Committee for no more than ten minutes.

Presentation materials are required by noon the Friday prior to the meeting.

For further information on the procedure for appearing before Council as a delegation, please refer to the Townships of Scugog website at www.scugog.ca
DATE OF MEETING: DEC 15, 2014

NAME OF DELEGATION(S):

BARBARA KARTHEIN, PRESIDENT, SCUGOG LAKE STEWARDS INC
CAROLYN HALL, VICE-PRESIDENT

FULL MAILING ADDRESS OF DELEGATION(S):

TELEPHONE #: 

EMAIL ADDRESS:

GROUP DELEGATION REPRESENTS:

SCUGOG LAKE STEWARDS INC

GENERAL NATURE OF DELEGATION:

UP-DATE TO NEW COUNCIL + STORMWATER INFRASTRUCTURE AND IMPORTANCE OF WORKING GROUP

PLEASE INDICATE THE ACTION BEING REQUESTED BY COUNCIL:

SET COUNCIL DATE AS EARLY AS TIME PERMITS

Delegations have five (5) minutes to address Council. Groups are encouraged to appoint one or two spokespersons to address Council on behalf of the group. The group is limited to ten (10) minutes for its delegation. For further information on the procedure for appearing before Council as a delegation, please refer to the Township of Scugog website at www.scugog.ca
10. CORRESPONDENCE

CORRESPONDENCE TO BE RECEIVED FOR INFORMATION

726-14 Correspondence received from Michael Chan, Minister of Citizenship, Immigration and International Trade, inviting participation in two of Ontario's volunteer recognition programs for 2015 — the Ontario Medal for Young Volunteers and the Ontario Volunteer Service Awards.

RESOLUTION:
Moved by:
Seconded by:

THAT Correspondence Number 726-14 be Received for Information and that notice be provided in the Township Bulletin.

CORRESPONDENCE TO BE RECEIVED & REFERRED

735-14 Correspondence received from Joel Locklin, Manager, Ministry of Agriculture, Food and Rural Affairs, confirming the municipality's eligibility for the Ontario Community Infrastructure Fund — Formula Based Funding Contribution and providing the agreement for signing.

RESOLUTION:
Moved by:
Seconded by:

THAT the Contribution Agreement provided with Correspondence Number 735-14 be Authorized and Referred to the Office of the Clerk and Mayor for execution.

CORRESPONDENCE TO BE RECEIVED & ENDORSED - NIL

CORRESPONDENCE REQUIRING MOTION FOR DIRECTION - NIL

December 15, 2014
Dear friends:

I am pleased to invite you to participate in two of Ontario's volunteer recognition programs for 2015.

The Ontario government recognizes volunteers from all sectors through the following programs:

**The Ontario Medal for Young Volunteers** - presented to young volunteers between the ages of 15 and 24 for their actions and dedication to improve the quality of life in their communities and beyond.

   **Deadline for nominations is January 15**

**The Ontario Volunteer Service Awards** - in recognition of continuous years of service to a single community organization.

   **Deadline for nominations is January 25**

Nomination forms and additional information are available on the Ministry of Citizenship, Immigration and International Trade website at [www.ontario.ca/honoursandawards](http://www.ontario.ca/honoursandawards)

You may also contact the Ontario Honours and Awards Secretariat by phone at:
416-314-7526 or 1-877-832-8622; by TTY at 416-327-2391.

Please take this opportunity to nominate volunteers for the appropriate award program and feel free to share this letter with others that would be interested in participating in these worthwhile programs.

By submitting a nomination, you can help ensure that volunteers receive the recognition they deserve.

Additionally, please find a bookmark enclosed which invites you to visit the ServiceOntario for Not-for-profits site, a new government resource to help start and manage not-for-profits.

Thank you for participating.

Yours truly,

Michael Chan
Minister
Dear Bev Hendry,

As previously communicated, I am pleased to confirm your eligibility in the Ontario Community Infrastructure Fund — Formula-based Component (OCIF-Formula). Enclosed you will find your municipality’s OCIF-Formula Contribution Agreement (CA). Funding for the OCIF-Formula component will be processed by spring 2015, subject to the signing and return of the attached CA between the Township of Scugog and Ontario, as well as other conditions as outlined in the CA.

Instructions for executing the CA:

1. Print two copies of the attached CA PDF document;
2. Write in the names of the municipal signatories on or around page 21 of the CA;
3. Have the signatories sign and affix the corporate seal next to the signatures. If your municipality does not have a corporate seal, please indicate this in your return cover letter with the signed agreements;
4. Include a certified true copy of the municipal by-law or council resolution designating the signing officers and authorizing the execution of the CA;
5. Return both hard copies and by-law or council resolution to the attention of the undersigned via post or courier no later than Wednesday, December 31, 2014.
6. Provided all documents are in order, the ministry will arrange for the execution of the CAs and return one original for your files.
Instructions for submitting other required documentation by **Wednesday, December 31, 2014** in order to receive funding:

1. As required under the CA terms and conditions, the following materials must be submitted to the attention of the undersigned at OMAFRA:
   - an up-to-date comprehensive asset management plan, covering at least core infrastructure assets; and
   - all outstanding reports from the 2012 Municipal Infrastructure Investment Initiative and/or the 2013 Small, Rural and Northern Municipal Infrastructure Fund.

2. Included in the email attachments are two versions of the Proposed Project Reporting Table to be completed, depending upon the scope of the proposed project(s) for which your funding will be used. Complete Section A of the applicable form(s), as appropriate, and return to OMAFRA. (Additional information for completing Section A can be found in the CA — Schedule B.)

3. The 2012 and 2013 Financial Information Returns, without critical errors, must be submitted to the Ministry of Municipal Affairs and Housing (MMAH) in the usual manner.

Upon completion of the conditions outlined in the CA and a review by ministry staff to confirm completion, the funding for 2014/15 will be processed.

For those interested, we have arranged a webinar session to provide information on the process for the OCIF Formula-based component. Ministry staff will be available to answer any questions you may have. An appointment will be sent out shortly and will include all of the pertinent information. We encourage you to attend this seminar.

Should you have questions regarding this process, please contact Joseph Dubonnet, Program Analyst, at 519-826-3717 or via email at joseph.dubonnet@ontario.ca

Sincerely,

Joel Locklin, Manager (A)
Program Operations

encl.
i. RESOLUTION TO MOVE INTO COMMITTEE OF THE WHOLE

Resolution:

Moved By:
Seconded By:

THAT Council enter into Committee of the Whole to consider matters related to the Township Business Units.

ii. DETERMINATION OF MATTERS ON THE CONSENT AGENDA REQUIRING SEPARATE DISCUSSION

1. COMMUNITY SERVICES

PLANNING AND DEVELOPMENT

1.1 COMS-2014-45

Donald F. Gordon
Director of Community Services

Re: Zoning By-law Amendment Application – Z/03/2012
Heather Prokopich & Brad Puckrin
1795 Reach Street (South Part Lot 18, Conc 7, Part 1, Plan 40R-14925), Ward 5

Recommendation:

THAT the application to amend Township of Scugog Zoning By-Law No. 75-80 (Z/03/2012), as repealed and replaced by By-law 14-14, submitted by Valerie Cranmer & Associates Inc. on behalf of Heather Prokopich & Brad Puckrin, to rezone the property at 1795 Reach Street (South Part Lot 18, Conc 7, Part 1, Plan 40R-14925) to facilitate the creation of a total of five single detached dwelling lots on the subject property, be approved in accordance with the order of the Ontario Municipal Board (PL130315), dated October 22, 2014;

AND THAT the Zoning By-law amendment attached to this report be adopted;
AND THAT the Township of Scugog enter into a development agreement with the applicants pursuant to Section 9.7 of the Township of Scugog Official Plan and Section 51 (25) of the Planning Act, and that the Mayor and Clerk be authorized to execute such agreement;

AND THAT the subject property be removed from the proposed Priority Intensification Area designation in the draft Port Perry Secondary Plan.

RECREATION AND CULTURE - NIL

CORRESPONDENCE - NIL

OUTSTANDING MATTERS

1.2 Outstanding Matters Listed for Committee Review

OTHER MATTERS

1.3 Minutes of the 6th Regular Meeting of the Township of Scugog Committee of Adjustment and Property Standards Committee held Tuesday, November 18, 2014

Recommendation:

THAT the Minutes of the 6th Regular Meeting of the Township of Scugog Committee of Adjustment and Property Standards Committee held Thursday, November 18, 2014

1.4 Other Matters Requiring Committee Consideration
2. PUBLIC WORKS & PARKS

PUBLIC WORKS

2.1 OPS-2014-44
Ian Roger
Chief Administrative Officer

Re: Site Alteration Permit Extension
Greenbank Airways

Recommendation:

THAT Council approve an extension to the interim site alteration permit for 1140 Regional Highway 47 (Greenbank Airways) until the earlier of June 9, 2015, or four weeks following the issuance of the Ministry of Transportation entrance permit for the site.

2.2 OPS-2014-45
Ian Roger
Chief Administrative Officer


Recommendation:

THAT the tender received from Langley Utilities Contracting Ltd., Bowmanville, be accepted for park and street lighting maintenance within the Township of Scugog and a unit price contract be awarded for Contract No. S2014-13.
PARKS - NIL

CORRESPONDENCE

2.3 Correspondence To Be Received & Referred

732-14 Correspondence received from Liz Perry in response to the report presented by LCCW at the Township of Scugog Council meeting of June 16, 2014.

736-14 Correspondence received from Graig and Amanda Evans providing comment to the Greenbank Airways.

Recommendation:

THAT Correspondence Numbers 732-14 to 736-14 be Received and Referred to the Director of Public Works and Parks for review.

OUTSTANDING MATTERS

2.4 Outstanding Matters Listed for Committee Review

OTHER MATTERS

2.5 Other Matters Requiring Committee Consideration

3. FIRE & EMERGENCY SERVICES

CORRESPONDENCE - NIL

OUTSTANDING MATTERS

3.1 Outstanding Matters Listed for Committee Review

OTHER MATTERS

3.2 Other Matters Requiring Committee Consideration
4. CORPORATE SERVICES

OFFICE OF THE CAO

4.1 CORP-2014-67
Ian Roger
Chief Administrative Officer

Re: Broadband Grant

Note: Report to be provided at a later date.

OFFICE OF THE CLERK - NIL

FINANCE DEPARTMENT

4.2 CORP-2014-66
Trena DeBruijn
Director of Finance/Treasurer

Re: 2015 Budget Schedule

Recommendation:

THAT the Treasurer be directed to bring the Township of Scugog 2015 Draft Budget and Business Plan to the Council meeting on March 2, 2015;

AND THAT the Treasurer be directed to bring the Township of Scugog 2015 Draft Budget to an open house on Wednesday March 11, 2015 (6:30 p.m. – 8 p.m.). The open house will be held at the Scugog Memorial Public Library;

AND THAT the Treasurer be directed to bring the Township of Scugog 2015 Final Budget to the Council meeting on March 30, 2015.

CORRESPONDENCE - NIL
OUTSTANDING MATTERS

4.3 Outstanding Matters Listed for Committee Review

OTHER MATTERS

4.4 Other Matters Requiring Committee Consideration

iii. ADOPTION OF MATTERS ON THE CONSENT AGENDA NOT REQUIRING SEPARATE DISCUSSION

Resolution:

Moved By:  
Seconded By:  

THAT items listed in the Consent Agenda, with the exception of items that have been listed for separate discussion, be adopted as per the recommendations contained therein.

iv. CONSIDERATION OF MATTERS ON THE CONSENT AGENDA REQUIRING SEPARATE DISCUSSION

v. ADJOURNMENT OF COMMITTEE OF THE WHOLE

Resolution:

Moved By:  
Seconded By:  

THAT Committee of the Whole be adjourned;  

AND THAT Council rise and report.
RECOMMENDATION:

THAT the application to amend Township of Scugog Zoning By-Law No. 75-80 (Z/03/2012), as repealed and replaced by By-law 14-14, submitted by Valerie Cranmer & Associates Inc. on behalf of Heather Prokopich & Brad Puckrin, to rezone the property at 1795 Reach Street (South Part Lot 18, Conc.7, Part 1, Plan 40R-14925) to facilitate the creation of a total of five single detached dwelling lots on the subject property, be approved in accordance with the order of the Ontario Municipal Board (PL130315), dated October 22, 2014;

AND THAT the Zoning By-law amendment attached to this report be adopted;

AND THAT the Township of Scugog enter into a development agreement with the applicants pursuant to Section 9.7 of the Township of Scugog Official Plan and Section 51 (25) of the Planning Act, and that the Mayor and Clerk be authorized to execute such agreement;

AND THAT the subject property be removed from the proposed Priority Intensification Area designation in the draft Port Perry Secondary Plan.
BACKGROUND:

1. INTRODUCTION

On April 27, 2012, an application to amend Zoning By-Law No. 75-80 was received from Valerie Cranmer & Associates Inc. on behalf of Heather Prokopich and Brad Puckrin, owners of the property at 1795 Reach Street. The application was deemed complete on June 15, 2012.

Also submitted in support of the application were the following reports:

- Planning Justification Report;
- Environmental Screening Assessment; and
- Noise Impact Study.

A Public Meeting notice concerning this application was provided to all property owners within 120 metres of the subject property. A sign was also posted on the property to notify the public of the application.

A statutory Public Meeting was held on September 10, 2012. A Staff report was prepared for the consideration of Council on the same date. The report presented information with respect to the application, including a preliminary planning analysis and a review of agency comments.

A further Staff report was considered by the General Purpose and Administration Committee (GP&A) of Council on November 26, 2012. The purpose of the report was to review any comments received at the statutory Public Meeting, as well as any subsequent written comments, including those received from agencies, and to make a recommendation on the rezoning application.

Township Staff recommended the deferral of the application in the November 26, 2012 report pending the completion of the proposed Port Perry Secondary Plan. The consultant for the applicants, Valerie Cranmer of Valerie Cranmer and Associates Inc., objected to the Staff recommendation in a deputation to Committee. Committee tabled the recommendation and directed Staff to meet with Ms. Cranmer to discuss her objections. That meeting took place on January 16, 2013 and, among other things, included discussion of alternative development options for the property, including a condominium townhouse concept. Staff felt the location of the property was better suited to such higher density
development for several reasons, including its location at the intersection of two arterial roads.

Ms. Cranmer consulted with her clients after the meeting and advised Township Staff that they believed the only viable proposal was for the creation of a total of five single dwelling residential lots on the property.

The matter was subsequently considered by GP&A at its meeting on March 4, 2013, at which time a Staff recommendation to defer the application pending completion of the Port Perry Secondary Plan, was endorsed.

The applicants appealed the Township’s decision pursuant to Section 34 (11) of the Planning Act, on the basis that the Township had failed to make a decision on the application within 120 days of the application being submitted.

A two day hearing was held by the OMB on November 18 and 19, 2013, and in a decision dated October 22, 2014, the appeal was allowed, meaning the applications for rezoning and consent to sever four lots were approved. (The resulting number of lots is actually five – four severed lots and one remainder lot.)

More specifically, the order states as follows:

“(31) The appeals are allowed.

(32) The Board directs that By-law no. 75-80, as amended, is amended by rezoning the subject property to Urban Residential Type One (R1). Given the straightforward nature of the amendment, the Applicants did not file an amending zoning by-law as an exhibit for the Board to append to this order. The Board, therefore, directs the Township Council to amend By-law no. 75-80, as amended, in accordance with this order, pursuant to s. 34(26)(b) of the Planning Act.

(33) The Board grants the provisional consents identified on the Reference Plan filed as Exhibit 4, pursuant to s. 53(34) of the Planning Act. The provisional consents are subject to the conditions set out on pages 41 to 43, inclusive, of Exhibit 8, (which subsume those conditions of the Region confirmed in Exhibit 2), and are appended to this decision as Attachment 1. (Also appended to this report as Attachment 1)
One of the conditions-No. 2.a.-stipulates a requirement for a development agreement to the satisfaction of the Township and that the agreement shall not be limited to the listed issues. Regarding condition 2.a., the Board further orders that: (i) the development agreement shall include terms pertaining to the demolition of the existing structure on the subject property; and (ii) terms setting out a requirement for a tree preservation plan and landscaping suitable for the purposes of screening Mr. Dougherty's property (to the west) from new construction associated with the Applicant's redevelopment scheme. Should difficulties arise with the finalisation of the development agreement as a condition of the provisional consents, the board may be spoken to and asked to intervene."

The purpose of this report is to present the Zoning By-law amendment for adoption by Council in order for the lots to be created as ordered by the OMB.

(Note: words in bold added)

2. LOCATION AND CONTEXT

Location: South Part Lot 18, Conc.7, Part 1, Plan 40R-14925 (1795 Reach Street, Port Perry), Roll #020.030.217, Ward 5
Official Plan Residential
Designation:
Existing Zone Category: (By-law 14-14, replacing By-law 75-80)
Present Use:
Adjacent Uses:
Lot Area: 3,064m² (0.76 acres)
Frontage: 25m (82 ft.) along Reach Street
96m (315 ft.) along Simcoe Street

A draft R-plan identifying the proposed new single detached dwelling lots is appended hereto as Attachment 2.

The lands are serviced by municipal water and sanitary sewers.

3. PROPOSAL

The original application sought to amend the zoning on the property from Urban Residential Type Two (R2) to Urban Residential Type One (R1) in former Zoning By-law 75-80, to facilitate the creation of three new residential buildings lots to be located immediately south of the existing dwelling located at 1795 Reach Street (i.e. three new lots plus the remainder lot, for a total of four lots).

The application was subsequently revised to create a total of five lots on the property by demolishing the existing house and dividing that portion of the property into two parcels.

Staff have met with the applicants and their planning consultant to discuss implementation of the OMB order. Since the hearing, the Township’s new comprehensive Zoning By-law (By-law 14-14) has been approved by both the Township and the OMB, therefore, an amendment to By-law 14-14 is
required to implement the order. This approach has been agreed to by the applicants and by the OMB.

In addition, the applicants have requested that their property be removed from the proposed Priority Intensification Area designation in the draft Port Perry Secondary Plan. This is appropriate since the lands will be developed with single detached dwelling lots. Such lots are not considered intensification in the context of the draft Secondary Plan.

ENVIRONMENTAL CONSIDERATIONS: N/A

ACCESSIBILITY CONSIDERATIONS: N/A

FUNDING OPTIONS: N/A

CONCLUSION:

It is recommended that the amendment to Zoning By-law 14-14, appended to this report as Attachment 3, be adopted so as to implement the OMB order.

In addition, it is recommended that the Township enter into a development agreement in accordance with the OMB order, and that the Mayor and Clerk be authorized to execute such agreement.

Finally, it is recommended that the subject property be removed from the proposed Priority Intensification Area designation in the draft Port Perry Secondary Plan.

Respectfully submitted:

Donald F. Gordon, MCIP, RPP
Director of Community Services
9. Conditions of Consent if Appeal Allowed

Should the subject appeal be allowed, the Township of Scugog requests that the following conditions be imposed:

1. That both the severed and retained parcels conform to the provisions of Township of Scugog Zoning By-law 75-80;

2. That the Owner satisfy the financial and other requirements of the Township of Scugog, including, but not limited to:
   
   a. Executing a development agreement to the satisfaction of the Township of Scugog that will oversee the development of a total of five residential building lots;

   The agreement shall include, but not be limited to provisions relating to the following issues:

   i. The Owner shall provide an Overall Grading and Drainage Plan prepared by a Professional Engineer that conforms to the provisions of the Township of Scugog Design Criteria;

   ii. Individual Lot Grading Plans shall be submitted at building permit stage that conform to the approved Overall Grading and Drainage Plan;

   iii. The depositing of financial security at an amount to be determined, relating to grading and on-site works shall be paid at the time of the issuance of a building permit;

   iv. Noise abatement measures and warning clauses as outlined in the Noise Impact Study;

   v. Conveyance of sufficient road widenings and sight triangles free and clear of all encumbrances to the satisfaction of the Regional Municipality of Durham;
vi. The Owner shall pay a parkland levy pursuant to Township By-law Number 19-01 (as amended by By-law Number 83-01), equal to 5% of the value of the land as of the day before the issuance of a building permit, such payment to be made upon receipt and acceptance of an appraisal by the Township, and prior to the issuance of a building permit.

vii. The Owner shall pay all applicable Development Charges of the Township, the Regional Municipality of Durham and the School Boards at the time of the issuance of a building permit at the rate then in force. The Owner is cautioned that Development Charges are subject to periodic review and revision.

The following are the conditions requested by the Region of Durham:

1. Noise abatement measures and warning clauses as outlined in the Noise Impact Study be implemented through a site plan/development agreement with the Township of Scugog;

2. The applicants convey sufficient road widening free and clear of all encumbrances to the Regional Municipality of Durham across the frontage of the severed and retained lands abutting Regional Road No. 2 (Simcoe Street) which is a Type A Arterial Road requiring a 36-45m right of way, to obtain 18m from the centre line of the original road allowance;

3. The applicants convey sufficient road widening free and clear of all encumbrances to the Regional Municipality of Durham across the frontage of the severed lands of LD093/2013 abutting Regional Road No. 8 (Reach Street) which is a Type B Arterial Road requiring a 30-36m right of way, to obtain 15m from the centre line of the original road allowance;

4. The applicants convey a 17.0m by 15.0m approx. site triangle free and clear of all encumbrances to the Regional Municipality of Durham at the intersection of Regional Road No. 8 (Reach Street) and
Regional Road No. 2 (Simcoe Street, as shown on the drawing submitted with applications LD093/2013 to LD096-2013);

- The Applicant’s solicitor will have to contact Karen McCullough of the Region’s Legal Department at 905-668-7711, ext. 2063 to determine what will be required to complete the conveyance of the aforementioned road widening and sight triangle;

5. The applicants enter into a Servicing Agreement for the extension of the sanitary sewer from Reach Street northerly on Simcoe Street. This agreement will also cover the cost of sanitary sewer and water connections and the cost of reutilization and/or removal of the existing water and sanitary sewer connections. Watermain frontage charges shall also be applicable under the agreement for the watermain on Simcoe Street that has not been previously addressed.
   - The Applicants can contact Mr. John Molica of the Region’s Works Department at 905-668-7711, ext. 3726 for all of the requirements to enter into the Servicing Agreement.

6. The applicants satisfy all the requirements of the Regional Municipality of Durham concerning the provision of the Regional services, financial and otherwise.

The Township conditions are typical of those required for this type of development.

It is my understanding that the Region of Durham has provided its conditions to the applicants and that they do not object to those conditions.
SKETCH FOR LAND SEVERANCES
ON PART OF LOT 18, CONCESSION 7,
GEOGRAPHIC TOWNSHIP OF REACH,
COUNTY OF ONTARIO,
NOW IN THE
TOWNSHIP OF SCUGOG
REGIONAL MUNICIPALITY OF DURHAM
SCALE 1 : 500 METRES

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LOT AREAS

<table>
<thead>
<tr>
<th>LOTS</th>
<th>AREA (SQ. M.)</th>
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<tbody>
<tr>
<td>LOT 1</td>
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<td>LOT 5</td>
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</tbody>
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- PROPOSED ZONING IS R1.
- MINIMUM AREA = 465 SQ M.
- MINIMUM PROPOSED 1.00 METRE SETBACK IS 15.00 METRES.
CORPORATION OF THE TOWNSHIP OF SCUGOG

ZONING BY-LAW NUMBER 7-14

BEING A BY-LAW PASSED PURSUANT TO THE PROVISIONS OF SECTION 34 OF THE PLANNING ACT, R.S.O. 1990, TO AMEND ZONING BY-LAW 14-14 WITH RESPECT TO SOUTH PART LOT 18, CONCESSION 7, PART 1, PLAN 40R-14925), TOWNSHIP OF SCUGOG, MUNICIPALLY KNOWN AS 1795 REACH STREET, PORT PERRY, (ROLL #010.008.136), WARD 5

WHEREAS the Owners of Part Lot 18, Conc.7, Part 1, Plan 40R-14925, municipally known as 1795 Reach Street, Port Perry, made an application to the Township of Scugog (Rezoning Application Z/03/2012) to amend Zoning By-Law 75-80 to rezone the lands from the Urban Residential Type Two (R2) Zone to the Urban Residential Type One (R1) Zone to facilitate the severance and development of a total of five residential building lots on full municipal services;

AND WHEREAS the Council of the Corporation of the Township of Scugog held a public meeting (September 10, 2012) under Section 34 of the Planning Act with respect to this matter and a decision was deferred until such time that the Port Perry Secondary Plan process had been completed;

AND WHEREAS the Owners appealed Council’s decision to defer the matter to the Ontario Municipal Board on March 22, 2013;

AND WHEREAS the Ontario Municipal Board, in its decision dated October 22, 2014 (Case No. PL130315) ordered that Zoning By-law 75-80 be amended, by rezoning the lands to the Urban Residential Type One (R1) Zone, pursuant to s. 34(26)(b) of the Planning Act;

AND WHEREAS Council adopted a new comprehensive Zoning By-law 14-14 on March 17, 2014 and in doing so repealed Zoning By-law 75-80 in its entirety;

AND WHEREAS Zoning By-law 14-14 came into force and effect on the date of passing, as approved by the Ontario Municipal Board on September 29, 2014, save and except for lands subject to one outstanding appeal.
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG HEREBY AMENDS BY-LAW NO. 14-14 AS FOLLOWS:

1. THAT Schedule "B", Map 2, to By-law 14-14 is hereby amended by rezoning Part Lot 18, Conc.7, Part 1, Plan 40R-14925, municipally known as 1795 Reach Street, Port Perry, (Roll #010.008.136), Ward 5, from the Urban Residential Type Two (R2) Zone to the Urban Residential Type One (R1) Zone as shown on Schedule "A" attached to and forming part of this By-law.

This Bylaw shall come into force in accordance with Section 34 of the Planning Act.

Read a First, Second and Third time and finally passed this 15th day of December, 2014.

MAYOR, Thomas R. Rowett

CLERK, Christopher Harris
SCHEDULE "A"
TO BY-LAW NO. 67-14
TOWNSHIP OF SCUGOG
ZONE MAP FOR
ZONING BY-LAW 14-14
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Status</th>
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<tbody>
<tr>
<td>Nov. 18/13</td>
<td>Staff Report COMS-2013-56-CNC – Scugog Official Plan Amendment Application SOP/01/2013, Zoning By-Law Amendment Application Z/15/2013 and Subdivision Application S-S-2013-01 - Humewood</td>
<td>Staff to report back to Council with a recommendation on these applications at the earliest opportunity</td>
</tr>
<tr>
<td>Dec. 15/14</td>
<td>Work continuing with planning consultants for owners, and Region; hydrogeologic work not yet granted by peer reviewer; expect to report back Q1 2015; further public meeting being proposed</td>
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<td>April 29/14</td>
<td>Staff Report COMS-2014-10-CNC – Zoning By-law Amendment Z/01/2014 – Alan and Kim Campbell</td>
<td>Staff to report back to Council with a recommendation on these applications at the earliest opportunity</td>
</tr>
<tr>
<td>Dec. 15/14</td>
<td>Applicants requested to move detached garage that encroaches on neighboring property before zoning by-law amendment can be passed</td>
<td>Applicants requested to move detached garage that encroaches on neighboring property before zoning by-law amendment can be passed</td>
</tr>
<tr>
<td>Aug. 25/14</td>
<td>Port Perry Secondary Plan</td>
<td>Staff to review comments and issues from public consultation process and report back to Council at a later date</td>
</tr>
<tr>
<td>Dec. 15/14</td>
<td>Expect to report back to new Steering Committee in Q1 2015; further public meeting being proposed</td>
<td>Expect to report back to new Steering Committee in Q1 2015; further public meeting being proposed</td>
</tr>
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<td>Date</td>
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| Sept 8/14  | Staff Report COMS-2014-34-CNC Zoning By-Law Amendment Z/03/2014 – 12, 20 & 30 Brook Street, Manchester | Staff to review comments from public meeting and provide recommendation on application

Dec. 15/14

<table>
<thead>
<tr>
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<th>Awaiting comments from KRCA; expect to report back to Council in Q1 2015; consideration being given to preparation of Manchester Secondary Plan; further public meeting being proposed</th>
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| Sept 8/14  | Staff Report COMS-2014-35-CNC Subdivision Application S-S-2014-01 – Cawkers Creek Corporation | Staff to review comments and issues from public meeting and provide recommendation on application

Dec. 15/14

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<th></th>
<th>Expect to report back to Council in Q1 2015; further public meeting being proposed</th>
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</table>
| Sept 22/14 | Recommendation from Seniors Advisory Committee | Staff directed to research Durham Region’s housing strategies with the view of developing a Scugog Housing Strategy

Dec. 15/14

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<thead>
<tr>
<th></th>
<th>Staff reviewing options, including expanded Official Plan policies</th>
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| Sept. 29/14 | Staff Report COMS-2014-43 CNC Plan of Subdivision Application – S-S-2014-02 - 1642 King Street - Homeland | Staff to review comments and issues from public meeting and provide recommendation on application

Dec. 15/14

<p>|                      | Expect to report back to Council in Q1 2015; further public meeting being proposed |</p>
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<tr>
<th>Date</th>
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<tr>
<td>Dec 8/14</td>
<td>Shoreline Residential and short term rentals</td>
<td>Staff to review Town of Blue Mountains OMB decision and seek legal opinion prior to reporting back on matter.</td>
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<tr>
<td>Dec. 15/14</td>
<td>Expect to report back to Council in January 2015</td>
<td>Expect to report back to Council in January 2015</td>
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**CORRESPONDENCE REFERRED TO STAFF**

**TABLED STAFF REPORTS**

**ITEMS REFERRED TO 2015 BUDGET**
## OUTSTANDING MATTERS
### December 2014
### COMMUNITY SERVICES - RECREATION & CULTURE

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- **Sept 29/14**
  - **Community Service Fees**
  - Staff requested to review pickleball and shuffleboard fees in the Fees and Charges By-law and report to Council with findings

- **Dec 15/14**
  - Staff review underway; propose to discuss in 2015 budget deliberations
MINUTES OF THE 5TH REGULAR MEETING OF THE
TOWNSHIP OF SCUGOG COMMITTEE OF ADJUSTMENT
AND PROPERTY STANDARDS COMMITTEE
HELD TUESDAY, NOVEMBER 18, 2014 AT 7:30PM
IN COUNCIL CHAMBERS

PRESENT:
Chair Mr. R. Brozina
Vice Chair Mr. F. Smith
Member Mr. D. Smith

ALSO PRESENT:
Acting Secretary Mr. L. Puckrin

1. CALL TO ORDER
   The Chair called the meeting to order at 7:30PM.

2. INTRODUCTION OF THE COMMITTEE MEMBERS
   The Chair introduced the Members of the Committee of Adjustment to those present.

3. DISCLOSURE OF PECUNIARY INTEREST
   No Member made a disclosure of pecuniary interest in any of the following matters.

4. ADOPTION OF THE MINUTES
   Minutes of the 4th Regular Meeting of the Committee of Adjustment held September 16th, 2014.

   RESOLUTION NO: 14-017
   Moved by: Mr. D. Smith
   Seconded by: Mr. F. Smith
   
   THAT the Minutes of the 4th Regular Meeting of the Committee of Adjustment held September 16th, 2014, are hereby adopted.

   Carried

5. BUSINESS ARISING OUT OF THE MINUTES
   Upon enquiring, the Chair determined there was no business arising out of the Minutes.
PURPOSE AND EFFECT OF THE APPLICATION:

Relief from Table 7.3: To reduce the minimum required lot area from 40 hectares to 0.99 hectares for the subject parcel.

PERSONAL ATTENDANCE

In Support In Opposition
Mr. Keith Stait-Gardner NIL

WRITTEN SUBMISSIONS

In Support In Opposition
NIL NIL

INTERESTED PARTIES CIRCULATED STAFF & AGENCIES

NIL Municipal Departments

The Chair called upon the Applicant to outline the proposal for the benefit of those in the attendance.

Mr. Stait-Gardner appeared before the Committee in support of the application. His presentation included the following points:

- Advised that the intent of the application is to sever a small portion of land from 750 High Point Road, and add it to the larger adjacent parcel to the west and south – 740 High Point Road; and,
- Explained that he owns both parcels, and is selling 750 High Point and indicated that the purchaser is happy with the land transaction.

CORRESPONDENCE RECEIVED FROM STAFF & AGENCIES

Fire Prevention Officer
- No objection or concerns

Municipal Law Enforcement Officer
- No objection or concerns – No open complaints on the property

Chief Building Official
- No objection or concerns

Engineering Technician
- No objection to the approval of the application

Kawartha Region Conservation Authority
- No objection to the approval of the application

CORRESPONDENCE RECEIVED FROM THE PUBLIC
NIL
The Chair then opened the meeting to the public to receive input concerning the application.

Upon enquiring, the Chair determined that there was no one present who wished to speak to the application.

During the discussion that followed, the following points were brought forward:

- The Committee confirmed that the intent of the application was to remove a portion of 750 High Point Road and add it to 740 High Point Road. Mr. Stait-Gardner agreed, and further explained that the current location of the lot line is in the centre of a row of mature trees. By moving the lot line, he would retain ownership of this row of mature trees following the sale of 750 High Point Road.

RESOLUTION NO: 14-018

Moved by: Mr. F. Smith
Seconded by: Mr. D. Smith

THAT Application A/05/2014 submitted by 1268474 Ontario Corporation, for property located at 750 High Point Road, for a minor variance to obtain relief from Table 7.3: To reduce the minimum required lot area from 40 hectares to 0.99 hectares for the subject parcel; be approved;

Since in the opinion of the Committee, the application is consistent with the general intent and purpose of the Township of Scugog Official Plan and Zoning By-Law, is considered minor in nature and is considered appropriate development for the site.

Carried
PURPOSE AND EFFECT OF THE APPLICATION:

Relief from Table 8.3: To reduce the westerly interior sideyard requirement for the subject parcel from 3m (9.8ft) to 1.2m (4ft).

PERSONAL ATTENDANCE

In Support                      In Opposition
Mrs. Shirley Leask              Mr. Alan Sutton
Mr. Earl Elson                  

WRITTEN SUBMISSIONS

In Support                      In Opposition
NIL                               Mr. Alan Sutton
                                      Ms. Donna McQuade

INTERESTED PARTIES

NIL                               CIRCULATED STAFF & AGENCIES
                                      Municipal Departments
                                      Region of Durham Works Department

The Chair called upon the Applicant to outline the proposal for the benefit of those in the attendance.

Mr. Elson and Mrs. Leask appeared before the Committee in support of the application. Their presentation included the following points:

- Advised that the subject lot is 75 feet wide, and that many of the other lots in the subdivision have 100 foot frontages;
- Explained that they visited the Township Office to obtain the required setback information for the lot, and were incorrectly advised by Township Staff that the sideyard requirements were 4 feet for an attached garage and 10 feet for the other side of the house; not 10 feet for both the house and attached garage as now required by the new Zoning By-law 14-14;
- Explained that a commitment was put on a prefabricated home based on the setback information that was provided;
- Advised that the width of the lot and the dimensions of the selected house design left only enough room for a single-car attached garage. The garage was therefore designed to be deeper than a regular single garage in order accommodate a car, lawn tractor and garden tools – doors at either end of the garage would provide access to both the front and back of the garage;
- Explained that an attached garage would be the safest option for Mrs. Leask during the winter months;
- Advised that Health Approval for the septic had been obtained;
- Explained that many of the other houses on the street had been constructed in accordance with the setback requirements of Zoning By-law 75-80, being 4 feet for attached garages and 10 feet for the other side of the house – photographs were provided showing several
examples;
• Advised that they would have no issue detaching the garage to meet the new setbacks in Zoning By-law 14-14, but would prefer to have it attached for safety reasons in the winter months.

CORRESPONDENCE RECEIVED FROM STAFF & AGENCIES

Fire Prevention Officer
• No objection or concerns

Municipal Law Enforcement Officer
• No objection or concerns – No open complaints on this property

Chief Building Official
• No objection - If approved, a building permit will be required for the proposed structure

Engineering Technician
• No objection to the application – Prior to issuing a building permit, a grading plan (completed by Professional Engineer or Ontario Land Surveyor) will be required to be submitted to the satisfaction of the Public Works Department to ensure that the proposed development will have no negative impacts on neighbouring properties

Planning Technician
• Zoning By-law 75-80 historically interpreted to permit attached garages to be 1.2 metres from an interior side lot line regardless of minimum sideyard requirement for dwelling;
• Applicants approached Staff for setback information shortly after Zoning By-law 14-14 replaced By-law 75-80 – Staff provided requirements for an attached garage based on By-law 75-80 interpretation and Applicants ordered house;
• Discussions with Township Planning consultant indicated that interpretation used under By-law 75-80 was not to continue under By-law 14-14; attached garages are to comply with sideyard requirement for a dwelling in each zone; and,
• Township waived fee for Minor Variance application given that incorrect information was provided to Applicants.

Region of Durham Works Department
• Municipal water supply is available from the existing 150mm watermain on Pearl Drive;
• The site is stubbed with a 19mm water service to property line;
• Said service was installed as part of the Plan of Subdivision and therefore no frontage or connection charges are owing;
• Regional records indicate that the Regional Residential Development Charges have been paid through the Plan of Subdivision; and,
• The applicant will be required to acquire a private waste disposal permit from the Regional Health Department.
CORRESPONDENCE RECEIVED FROM THE PUBLIC

Corr.#697-14 — Mr. Alan Sutton (20 Pearl Drive)
• Advised that he is opposed to the proposal and believes that the lot is wide enough to accommodate a house and attached garage without need for a variance;
• Expressed concern that the dimensions of the proposed garage could potentially house a commercial vehicle, bus or RV and that the height should be restricted to 8 or 9 feet so as not to be an eye sore or allow for the storage of commercial vehicles in the future;
• Expressed concern that the garage would create a monolithic wall 36 feet in length, 4 feet from the property line, and would restrict sunlight on the neighbouring property and cause snow to fall from the roof onto the neighbour's land; and,
• Advised that the design is not in keeping with that of the other homes in the neighbourhood, and that other homes have garages two cars wide and one car deep.

Corr.#688-14 — Ms. Donna McQuade (23 Pearl Drive)
• Advised that she disagrees with the application and is concerned that if the variance is granted, it will negatively affect the value of her property;
• Expressed concern that large vehicles will be unable to travel between the two houses to access her rear yard;
• Advised that if approved, the two houses would be the only two houses on the street this close together; and,
• Expressed concern that having two driveways so close together on the curve in the road will cause a safety concern.

The Chair then opened the meeting to the public to receive input concerning the application.

Mr. Alan Sutton (20 Pearl Drive)
• Explained that the proposed attached garage, situated at a distance of 4 feet from the side lot line is not in keeping with the neighbourhood;
• Advised that a 36 foot deep garage is double that of a normal garage;
• Explained that the garage will be an eye sore for him from across the street;
• Suggested that the garage should be shrunken in size or detached from the house and located in the rear yard; and,
• Advised that a car and lawn tractor can both fit in a conventionally sized single car garage – if additional space is required, a separate shed should be constructed in the rear yard.

During the discussion that followed, the following points were brought forward:

• The Committee inquired about the depth of the garage. Mr. Elson advised that the depth was necessary to accommodate a car, lawn tractor and garden tools - doors at the front and rear of the garage would provide access to both ends.
• The Committee requested confirmation on the progression of construction; that the house is moved onto the property, and the garage is constructed afterwards. Mr. Elson confirmed that this was correct; that the house is made up of two prefabricated parts, and that the
garage is stick-built following their delivery and placement.

- The Committee expressed their understanding of Mr. Sutton's concerns, but noted that a full sized pick-up truck barely fits into a standard sized garage and would leave little room for a lawnmower. The Committee noted that a garage having a depth equal to that of the house would be more acceptable, and that an additional building could be constructed in the rear yard if more storage space was required.

- The Committee inquired as to whether the Applicants had considered running the driveway down the west side of the house and building a more conventional two-car detached garage in the rear yard. Mr. Elson responded that it would not be a preferred solution given that they had already committed to the existing home and design.

- The Committee then asked if this approach would result in a significant increase in cost. Mr. Elson responded that the selected house/garage design was sold as a package so it would be difficult to determine the difference in cost. However, he estimated that the average detached garage has a value of roughly $25,000. Mr. Elson reiterated that a detached garage would not be preferred due to the safety concerns during the winter months and Mrs. Leask having to travel outside between her house and car.

- The Committee opined that a single car attached garage may encourage subsequent owners of the house to store multiple cars in front of the house. A more conventionally sized two-car garage in the rear yard could prevent this from occurring and keep the front yard looking cleaner, and have a positive effect on the value of the property. Mr. Elson expressed his understanding of the Committee's argument, but noted that the primary concern for Mrs. Leask, is the convenience of having an attached garage in the winter months and not having to step outdoors to access her car.

- The Committee inquired as to what the object, labeled 'detail' was on the hand drawn site plan. Mr. Elson responded that it was a small pre-existing woodshed.

- The Committee commented that if the attached garage is constructed as proposed, it would restrict access into the rear yard and limit future uses, such as the construction of a shed, pool, or storage of a trailer etc.

- The Committee inquired about the proposed setback of the house and if it would be in alignment with the neighbouring houses. Mr. Elson replied that it would be set back slightly further than the neighbouring houses to accommodate the septic system in the front yard.

- The Committee asked Mr. Sutton to reiterate his concerns. Mr. Sutton advised that his concern was both with the oversized nature of the proposed garage and the proximity of it to the property line. Mr. Sutton stated that if the garage was shortened, it would be better, but still not ideal. Mr. Elson, in response to this comment, noted that the intended use of the garage was not for commercial vehicles.

- The Committee members asked the Chair to call for a brief recess to further discuss the matter and formulate a decision.
RESOLUTION NO: 14-019

Moved by: Mr. D. Smith
Seconded by: Mr. F. Smith

THAT Application A/06/2014 submitted by Mrs. Shirley Leask and Mr. Earl Elson for property located at 25 Pearl Drive, for a minor variance to obtain relief from Table 8.3: To reduce the interior sideyard requirement for the west side of the subject parcel from 3m (9.8ft) to 1.2m (4ft), be denied;

Since in the opinion of the Committee, the application is not consistent with the general intent and purpose of the Township of Scugog Official Plan and Zoning By-Law, is not considered minor in nature and is not considered appropriate development for the site.

Carried

8. AJOURNMENT 8:30 PM

RESOLUTION NO: 14-020

Moved by: Mr. D. Smith
Seconded by: Mr. F. Smith

THAT this meeting be adjourned.

Carried

ROBERT BROZINA, CHAIR

LUCAS PUCKRIN, ACTING SECRETARY
Meeting: COMMITTEE OF THE WHOLE
Date: December 15, 2014
Dept: Public Works and Parks
Report No: OPS-2014-44

Title: SITE ALTERATION PERMIT EXTENSION – GREENBANK AIRWAYS

RECOMMENDATION:

THAT Council approve an extension to the interim site alteration permit for 1140 Regional Highway 47 (Greenbank Airways) until the earlier of June 9, 2015 or four weeks following the issuance of the Ministry of Transportation entrance permit for the site;

BACKGROUND:

Council approved at the June 25, 2012 meeting an interim site alteration permit for Greenbank Airways (OPS-2012-25-CNC). Greenbank Airways had made an application for a site alteration permit to place fill that would support improvements to the airport runways and operations.

The applicant had also applied for and received an interim permit from the Ministry of Transportation (MTO) for the fill activities adjoining the provincial highway.

The placement of fill did not start until November 2012. Prior to that, the applicant had been making site preparations like topsoil removal and on-site haul road construction. The municipality’s interim permit allowed for an extension to March 4, 2013 to coincide with the expiry date of the MTO permit if the MTO permit had not been issued for 400 trucks per day.
At the expiry of this extension, the MTO permit had still not been resolved. The permit was extended for an additional six months at the March 4, 2013 GP&A meeting (OPS-2013-06-GP&A), and it was extended again at the September 13, 2013 GP&A meeting when there was still no decision on the MTO permit. The report OPS-2013-25-GP&A made the following recommendation that was approved by Committee:

THAT Council approve an extension to the interim site alteration permit for 1140 Regional Highway 47 (Greenbank Airways);

AND FURTHER that the extension terminate upon the earlier of
   a) approval by the Ministry of Transportation of a permit allowing 400 trucks per day, or
   b) May 1, 2014.

The Ministry of Transportation has twice extended their interim permit with no changes other than the expiry date. The MTO has advised the applicant that the 200 trucks per day limit will stay in place until the full permit is approved or the applicant files a separate request (with a traffic impact study) to increase the number of trucks. Greenbank Airways has again requested this permit be extended until the new entrance is constructed and the MTO has issued a new permit for 400 trucks per day.

As of April 22, 2014, it was confirmed that the MTO and the Region have agreed on the location for the permanent entrance. The Region has confirmed that Greenbank Airways is to submit a design as soon as possible which will include a temporary entrance beside the new permanent entrance to allow filling operations to continue while the new entrance is being constructed.

The review to-date by the MTO and Region has determined that improved truck washing and mud control facilities to prevent mud tracking onto Highway 47 and 12 will be required as part of the ultimate permit, but improved measures need to be implemented during the ongoing operations.

Now that the permanent driveway location has been established, Greenbank Airways consultant has submitted the design for the entrance/exit that will include mud control and washing facilities to reduce the tracking of dirt onto the adjoining roads. Construction of these facilities
will begin as soon as the driveway design is approved. Prior to the entrance approval by MTO, Greenbank Airways has paved its internal road to control mud tracking during severe weather events.

Based on discussions at a meeting held April 22, 2014 with the MTO, Region, OPP, DRPS and Township staff, it was estimated at that time it would take the next six months to have entrance design completed, approved and constructed. This would have been around the time of the municipal election, so staff recommended the permit be extended until January 1, 2015 to prevent the need for an extension in the midst of the change of Council.

A report was presented to Council on April 28, 2014 (OPS-2014-10-CNC) with the following recommendation that was approved: "THAT Council approve an extension to the interim site alteration permit for 1140 Regional Highway 47 (Greenbank Airways) until January 1, 2015".

The expiration of the current extension will occur in approximately two weeks time, and the MTO advised on December 9th that it is extending their permit until the earlier of June 9, 2015 or the issuance of the new permit for the permanent entrance. The MTO is finalizing issues related to the shoulder/ditch remediation on Highway 47 and the disposal/treatment of stormwater/washwater related to the wheel washing station to be installed.

The stormwater/washwater issue must be addressed to coordinate with the municipal stormwater requirements for the property, and as such, staff recommend that the existing permit be extended a similar length of time. It is recommended that the permit be extended until the earlier of:
  a) June 9, 2015, or
  b) four weeks following the issuance of the MTO entrance permit.

If the MTO entrance permit is issued a month or more prior to June 9, 2015, staff will have four weeks to bring back to Council a new permit to address any coordination issues with the MTO permit and any proposed changes to deal with updated municipal requirements. Council’s meeting schedule until the summer recess is every two to three weeks depending on statutory holidays, and it will require up to four weeks to have the report prepared and presented to Council.
ENVIRONMENTAL CONSIDERATIONS:
The applicant's consultants have undertaken environmental reviews, and these have been peer reviewed on behalf of the Township. No changes to the environmental conditions previously approved will be made with the extension of the interim permit.

ACCESSIBILITY CONSIDERATIONS: N/A

FINANCIAL CONSIDERATIONS: N/A

CONCLUSION:
The current interim site alteration permit application for the Greenbank Airport expires on January 1, 2015.

The Ministry of Transportation has advised Greenbank Airways that it is extending their existing permit for six months (no later than June 9, 2015). The Ministry is currently finalizing its review of its entrance permit application, and there are minor details related to ditch repairs and stormwater/washwater disposal to be addressed.

Given the past extensions had no changes to the agreement, staff recommends Council approve a similar six month extension to the municipality's interim site alteration permit. Based on the most recent MTO comments, it appears that the new entrance should be approved in the new year and construction should take place in the spring.

Respectfully submitted:

Ian Roger, P. Eng.
Chief Administrative Officer
Meeting: COMMITTEE OF THE WHOLE
Date: December 15, 2014
Dept: Public Works and Parks
Report No: OPS-2014-45

Title: REPORT ON TENDERS FOR CONTRACT NO. S2014-13 — FOR PARK AND STREET LIGHTING MAINTENANCE WITHIN THE TOWNSHIP OF SCUGOG

RECOMMENDATION:

THAT the tender received from Langley Utilities Contracting Ltd., Bowmanville, be accepted for park and street lighting maintenance within the Township of Scugog and a unit price contract be awarded for Contract No. S2014-13;

BACKGROUND:

1. INTRODUCTION

The purpose of this report is to make a recommendation regarding the award of Contract No. S2014-13 for park and street lighting maintenance within the Township.

2. EXISTING STREETLIGHT SERVICES AGREEMENT

The Township is responsible for the operation of over 1,900 streetlights in parks and on local streets, Regional Roads and Provincial Highways within Scugog. In 2014, an amount of $48,200 was budgeted for streetlight maintenance, exclusive of energy costs ($196,000), capital improvements ($75,000) and the costs incurred by developers for new installations.

In 2005, the Township entered into an agreement with Above Reach Solutions to provide streetlight-related services, which included on-going
maintenance and operation (such as lamp replacement) and emergency repairs and vehicle housing.

3. NEW STREET LIGHT SERVICES AGREEMENT
Above Reach Solutions has recently advised that it does not wish to continue performing these services after December 31, 2014. As a result, the Township must find a new contractor. Staff is not capable of performing this function given the specialized nature of electrical work. Developing expertise in-house is not recommended given the limited volume of work and the cost of training, certification, equipment and materials.

Staff will require the contractor's aerial truck for non-street light repairs such as installation and removal of netting at the ball diamonds and installation of flags or banners.

Staff issued a tender to acquire the services of a qualified electrical contractor for a three (3) year period. A three year term is typical for this type of service contract.

4. TENDER INFORMATION
The 2014 Operating Budget provides financing for the general maintenance of street lights.

The work involves administering and maintaining the streetlight system for the over 1,900 street light/park/parking lot luminaires.

In accordance with the Procurement By-Law No. 122-07, bid documents were prepared to solicit competitive prices for the park and street lighting maintenance. Invitations placed in the Bulletin Board and on the website notifying prospective contractors.

The Township received one (1) bid for the contract by the deadline of October 21, 2014, as summarized below:
### Bidder Estimated Extended Price
(excluding H.S.T.)

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<th>Bidder</th>
<th>Estimated Extended Price (excluding H.S.T.)</th>
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<td>Langley Utilities Contracting Ltd.</td>
<td>Labour Rates $75,200.00</td>
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<td>Material Costs $5,601.10</td>
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<td>Total Bid Price $80,801.10</td>
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Staff has examined the submission and found the unit prices to be reasonable and the bid to be complete, complying with the general bidding requirements. The extended price is based on estimated quantity per year. Staff recommends acceptance of the bid and award of a unit price contract to Langley Utilities Contracting Ltd.

### 5. COSTS AND FINANCING

Payment for this contract will only be known based on the number of luminaires requiring maintenance. The Minimum Maintenance Standards (MMS) requires the municipality to repair three (3) or more consecutive luminaires on a highway that are not functioning within 14 days of a Class 3 road, therefore the municipality, at their discretion, determine if maintenance is required if the service request falls outside the MMS. Historically, this work has come in within budget or close to the budgeted figure.

The Public Works Department Operating Budget is the funding source for all streetlight maintenance, and the 2014 budget is $48,200. The 2015 operating budget will have to be adjusted based on the estimated year end quantities.

Once the municipality completes the change-out of the high pressure sodium lights with light emitting diode (LED) fixtures, the maintenance costs will be significantly reduced.

The Township has recently entered into an agreement with LAS for the provision of administration services and LED streetlight conversion. The agreement with Langley Utilities only provides for the maintenance of the existing streetlight luminaires, but the tender identified that the LED conversion was proceeding.
6. ENVIRONMENTAL CONSIDERATIONS
The contractor has compiled and supplied MSDS information for items that may be used while performing work, ie. gasoline, diesel fuel, melting salt, QC release powder, alkyd enamel, zinc clad 5 organic, zinc rich primer.

7. ACCESSIBILITY CONSIDERATIONS
N/A

8. FUNDING OPTIONS
As discussed above. The Director of Finance/Treasurer concurs with the financial recommendations.

9. CONCLUSION
It is recommended that the tender received from Langley Utilities Contracting Ltd. for park and street light maintenance be accepted and Contract No. S2014-13 be awarded.

Township Staff prepared the tender document and will administer the contract. A purchase order will be issued to the vendor upon Council approval.

Respectfully submitted:

Mike Donnelly, CRSS
Operations Manager
To the Members of Council,

I sent this report to individual members of the previous council on June 22, 2014. The issues and concerns with The Greenbank Airport landfill are ongoing, so I am presenting them again to the new council as a whole. Those lines written in red are additions.

FOLLOW-UP TO LCCW REPORT TO COUNCIL PRESENTED JUNE 16, 2014

Mayor Mercier, Mr. Roger and Members of Council:

I attended the June 16, 2014 council meeting, and I am writing this in response to the report presented to council by members of the LCCW, namely Carmela Marshall, Ian MacIntosh and Ian MacLaurin and opinions presented by Mr. Geoff Carpentier.

I was shocked at the scathing report presented by professionals in this field, and whom I trust to have presented accurate facts. The ramifications of not tightening the controls could be huge.

I applaud those members of council who asked questions to verify facts in the report, and am disappointed in those who were only interested in discrediting the report.

You have done many things correct. Now I ask, how are you going to follow-up and see that all that you have agreed upon are being met?

There appears to be many aspects of the agreement and protocol (of which you spent considerable time drafting, reviewing and approving) that are not in compliance, all of which are outlined in the report. To review a few: spill onto the former Hill property; dumping outside of approved hours; the load quantities grossly in contrast to those approved; failure to screen each load; insufficient soil testing; failure by council to act and report on complaints.
With regard to the 2012 Protocol approved by Golder and the April 2014 draft Protocol, I ask how did some aspects become so weakened?

I would like to suggest that the first thing you do, would be to shut down the site operation until all the presented issues have been investigated and dealt with.

I will offer a few more suggestions:

Install entrance gates, at the expense of Greenbank, to monitor opening and closing of the gate to ensure compliance with operating times. If on Saturdays, each trucker is unable to deliver 2 loads within the agreed upon time, that is not the Township’s problem. I would suggest no trucking on the weekends.

Please do not increase the number of trucks per day. 200 trucks are more than enough.

Before any more fill is allowed to be dumped at the Greenbank site, require that the spill onto the former Hill farm be removed. (As of Dec. 7\textsuperscript{th}, 2014, the spill has not been removed.)

Enforce tighter controls on the type of soil that is being dumped.

I realize there are many areas of this operation over which you have no control.

I sit in on PLC meetings, and listening to the issues, I believe there should be firm and timely consequences when the Airport does not comply.

It takes political will to enforce the requirements that are already in place; make specific consequences if there is non-compliance and follow through; inspect daily and do your own testing more frequently. When it comes time to renew the permit, make it more conservative. Right now, it appears to be what is good for the Greenbank operation, not what is good for the Township.

I do believe you are working in the best interest of the community, and this issue has resulted in endless hours of work. However, in my opinion, this operation is blindsiding you. It is keeping a step ahead of you; the owner/owners know exactly what they can get away with.
Councillor Corrigan has assured me that Greenbank cannot expand the operation onto the adjacent Hill property that has been purchased by Greenbank, until the rezoning has been changed from agriculture. Many reliable sources have told me that this is not the case. What is the answer to this?

I have not received a firm and accurate answer to this question from council.

In closing, I thank you for the many hours you have put in regarding the Greenbank situation. I do not agree with many of the decisions, and I also do not intend this letter to be taken as criticism. I am very concerned, and this is my way of asking you to look seriously at my suggestions. Please look at it as if there was no money being received for each load. What decisions would you make then?

Respectfully,

Liz Perry

I am adding a few more recent observances.

In the last 2 weeks I have observed trucks travelling North on Hwy 12 to 47 to deliver fill. It was my understanding that the trucks have a specific route to travel; i.e.: full trucks are to enter the airport from the West off Hwy 47, and empty trucks are to travel south on Hwy 12.

This week 2 trucks, one after the other, did not stop upon leaving the airport to turn east. I have also observed trucks doing the same thing upon entering Hwy 12 from 47, and the Goodwood Rd. from Hwy 12.

Many times I meet trucks with their wheels over the centre line.

I recently saw a truck pull onto Hwy 12 in front of 3 southbound vehicles. Instead of turning into the merging lane, he pulled directly into the main lane, thus preventing these vehicles from passing him.
We are told to get the licence number and report the driver. This is impossible when you are driving in the opposite direction. Also, in most cases, you cannot read the number.

Again this week, a truck entering the airport drove off the driveway and knocked down a hydro pole.

These are serious infractions, and I fear serious accidents could occur.

I have also noticed that the Greenbank Airways truck advertises hangars and lodging. Their web site is also very misleading. In my opinion and many others to whom I have spoken, this is not an airport expansion, but a landfill operation.

Please consider the concerns and many non compliances, before any extension to the fill operation is granted.

Respectfully,

Liz Perry
Hi just asking that the big pile of dirt have some sort of rule that it should be grassed to avoid erosion. maybe even hay for cows. Also hoping that there are rules in place and FOLLOWED through to test soil before it even goes in the truck. Contaminated soil should never make the trip.

Thanks
Graig Evans

Sent from Windows Mail
## OUTSTANDING MATTERS
### PUBLIC WORKS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov. 5/12</td>
<td>Staff Report OPS-2012-42- GP&amp;A Re: Barriers on Public Right-of-Ways and Unopened Road Allowances</td>
<td>Staff directed to: prepare a policy on the installation of barriers and gates on unmaintained or unopened road allowances, update and/or prepare current detailed drawings for dead end barricades and gates</td>
</tr>
<tr>
<td>Mar 31/14</td>
<td></td>
<td>Director advises that the inventory is being completed and a report is forthcoming</td>
</tr>
<tr>
<td>Nov 4/13</td>
<td>Staff Report: OPS-2013-33- GP&amp;A Re: Site Alteration Permit – 926 Townline Road</td>
<td>Decision Report to be brought back to GP&amp;A Committee</td>
</tr>
<tr>
<td>Jan. 20/14</td>
<td>Town of Whitby Public Works Department Report PW 39-13 Townline Road – Scugog Fill Application – Scugog Township</td>
<td>Received and referred to the Director for review and comment</td>
</tr>
<tr>
<td>April 28/14</td>
<td>Request for use of municipal property – 199 Aldred Drive – Staff Report OPS-2014-12-CNC</td>
<td>Agreement for use of dock on municipal property be brought before Council for review in early 2015</td>
</tr>
</tbody>
</table>

### CORRESPONDENCE REFERRED TO STAFF

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 16/13</td>
<td>Corr. #: 779-12 Elizabeth Kagazchi, Principal, Cartwright Public School – Safety concern affecting Cartwright Central P.S., using the existing crosswalk located at the south corner of Alexander St. and Old Scugog Road</td>
<td>Director advised all school zones are being monitored to ensure changes to crossing guard program are working as planned</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sept 15/14 - CAO advised that staff are continuing to monitor changes and that a report will be brought back in due course</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
<td>Status</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Sept 15/14</td>
<td>Deputation from Erin Van Dyke Re: Medd Road Speed Limit</td>
<td>Staff to discuss with DRPS and other stakeholders. CAO directed to bring forward report with recommendations</td>
</tr>
<tr>
<td>Dec 8/14</td>
<td>Corr #692-14 and petition requesting reinstatement of crossing guard at Old Simcoe and Carlan Drive</td>
<td>Received and referred to the Director of Public Works and Parks for review and report back.</td>
</tr>
<tr>
<td>Dec 8/14</td>
<td>Corr #699-147 and petition requesting Municipal Parking Lot #2 (Joe Fowler Park) remain open for the 2014/15 winter season</td>
<td>Received and referred to the Director of Public Works and Parks for review and cost determination.</td>
</tr>
</tbody>
</table>

**TABLED STAFF REPORTS**

**ITEMS REFERRED TO 2015 BUDGET**
<table>
<thead>
<tr>
<th>Date</th>
<th>Dept.</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 17/14</td>
<td>Fire Dept</td>
<td>Fire Dept Operational &amp; Organization Review Update</td>
<td>Dillon Consulting provided preliminary report to Council</td>
</tr>
<tr>
<td>Apr. 7/14</td>
<td></td>
<td>Report F&amp;ES-2014-04-CNC Master Fire Plan</td>
<td>Motion defeated to proceed with FMP – to be considered upon receipt of final Operational &amp; Organizational Review</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Final version to be presented at June 23/14 Council meeting</td>
</tr>
<tr>
<td>June 23/14</td>
<td></td>
<td></td>
<td>Council to hold meeting by end of 2014 to recommend option for service delivery based on public feedback and comments of Fire Marshal's office and the specific financial inputs of the three options</td>
</tr>
<tr>
<td>Aug 25/14</td>
<td></td>
<td>Discussed under Outstanding Matters portion of agenda</td>
<td>Mayor advised matter will not be brought before Council for consideration in 2014 due to time constraints associated with impending election</td>
</tr>
</tbody>
</table>

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</tr>
</thead>
<tbody>
<tr>
<td>Aug 25/14</td>
<td>#518-14</td>
<td>Annoyance Smoke</td>
<td>Correspondence received and referred to Fire Chief for report</td>
</tr>
</tbody>
</table>

**TABLED STAFF REPORTS**

- 

**REFERRED TO 2015 BUDGET DISCUSSIONS**

- 

Page 1 of 1
Title: 2015 BUDGET SCHEDULE

RECOMMENDATION:

THAT the Treasurer be directed to bring the Township of Scugog 2015 Draft Budget and Business Plan to the Council meeting on March 2, 2015;

AND THAT the Treasurer be directed to bring the Township of Scugog 2015 Draft Budget to an open house on Wednesday March 11, 2015 (6:30 p.m. – 8 p.m.). The open house will be held at the Scugog Memorial Public Library;

AND THAT the Treasurer be directed to bring the Township of Scugog 2015 Final Budget to the Council meeting on March 30, 2015.

BACKGROUND:

In prior years the annual budget was typically passed in late March or early April, however, in recent years, there has been a push to adopt budgets earlier in the year so as to encourage early commencement of capital programs. Given the changes in Council following the election, the 2015 Budget Adoption will be approximately 1 month later than that of 2014.

The advantages of adopting a budget earlier in the year include such things as:

- Implementing RFP and Tenders earlier in the year has been known to garner lower prices.
- Earlier start to capital projects ensures completion during year.
• Allows for identification of capital projects for potential pre-budget approval.

Accordingly, it is suggested that the budget process be approved, as per the following schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2015 &amp; February 2015</td>
<td>Notice Provided to Public via Bulletin Board and Website</td>
</tr>
<tr>
<td>Council (March 2, 2015)</td>
<td>2015 Draft Budget &amp; Business Plans</td>
</tr>
<tr>
<td>Council (March 30, 2015)</td>
<td>2015 Total Budget (Operating &amp; Capital) and Council Endorsement</td>
</tr>
</tbody>
</table>

FUNDING OPTIONS: N/A

ENVIRONMENTAL CONSIDERATIONS: N/A

ACCESSIBILITY CONSIDERATIONS: N/A

Respectfully submitted:

Trena DeBruijn, CPA, CGA
Director of Finance
<table>
<thead>
<tr>
<th>Date</th>
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<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 5/14</td>
<td>CAO</td>
<td>Remuneration Review</td>
<td>Review of Council and non-union staff remuneration will be brought forward for Council consideration in 2014</td>
</tr>
<tr>
<td>June 2/14</td>
<td>Clerk's</td>
<td>Northwood Ranch - Seagrave</td>
<td>Clerk to review exemptions under the Animal Control and Exotic Animal by-laws</td>
</tr>
<tr>
<td>Sept 15/14</td>
<td></td>
<td></td>
<td>Clerk advised that staff have visited Northwood Ranch and that a review of the Exotic Animal By-law will commence</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Date</th>
<th>Dept.</th>
<th>Description</th>
<th>Correspondence and public meeting inquiries referred to staff. PW&amp;P is working with Region of Durham to find solution to sanitary sewer connections under the road allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 17/14</td>
<td>Clerk's</td>
<td>Clark Street Unopened Road Allowance</td>
<td></td>
</tr>
</tbody>
</table>

**TABLED STAFF REPORTS**

**REFERRED TO 2015 BUDGET DISCUSSIONS**