



Township of East Garafraxa
Council Meeting Agenda
Meeting to be Held Electronically/Virtually
Wednesday, October 11, 2023 at 2:00 P.M.
[Zoom Meeting Registration Link](#)

1. Opening of Meeting

2. Approval of Agenda

Recommended Motion:

BE IT RESOLVED THAT: The agenda be approved as circulated.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Approval of Minutes

4.1 Council Meeting Minutes

Recommended Motion:

BE IT RESOLVED THAT: Council do hereby adopt the minutes of the Regular Council Meeting held on September 26, 2023, as circulated.

4.2 Business arising from Minutes

5. Public Question Period 2:10 p.m.

*Questions to be sent by email to the Clerk at clerks@eastgarafraxa.ca no later than Tuesday, October 10, 2023, at noon.

6. Delegation(s) / Presentation(s) / Petition(s)

Nothing at this time.

7. Statutory Public Meeting(s)

Nothing at this time.

8. Unfinished Business

Nothing at this time.

9. Notice of Motion(s)

10. Staff / Consultant Report(s)

10.1 **Request for Proposal - Building Conditions Assessment**

10.1.1 Staff Report dated October 3, 2023

Recommended Motion:

BE IT RESOLVED THAT: The Treasurer's report on Building Condition Study be received;

AND THAT Keller Engineering, Orangeville be awarded the contract to complete the Building Condition Assessment Study.

10.2 **Planning Services**

10.2.1 Verbal Update

11. County of Dufferin Business

11.1 **County Council Meeting(s)**

11.1.1 [October 12, 2023 County Council Meeting](#)

11.2 **Building Department**

11.2.1 Building Permit Listing to MPAC – June 2023

11.3 **Township of Amaranth**

11.3.1 Community Safety and Well-Being Updated Letter dated October 4, 2023

12. Local Boards and Committees

12.1 **Grand Valley and District Fire Board**

12.1.1 Minutes from September 18, 2023

12.1.2 Board Letter dated September 25, 2023

12.1.2.1 Proposed Fire Department Agreement (See Item 16.1)

12.2 **Grand Valley & District Community Centre Board**

12.2.1 Township of Amaranth Project Financing Letter dated October 4, 2023

12.3 **Grand Valley Medical Dental Board**

12.3.1 Township of Amaranth Letter dated October 4, 2023

13. General Business and Correspondence

13.1 **Dufferin County Climate Action Plan**

13.1.1 Resident Letter dated September 27, 2023

13.2 **Town of Shelburne**

13.2.1 Bill -C-310 - An Act to Amend the Income Tax Act

13.2.2 Establishing a Guaranteed Livable Income

13.3 **Catherine Fife, Member of Provincial Parliament (MPP) Waterloo**

13.3.1 Support for Bill 21, Fixing Long Terms Care Amendment Act

14. New Business

Nothing at this time.

15. Closed Meeting

Township Solicitors Jeff Wilker and Stan Floras, Thomson Rogers

Recommended Motion:

BE IT RESOLVED THAT: a Closed Meeting of Council be held pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reason(s):

15.1 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

15.1.1 Ontario Land Tribunal (OLT) Appeal – Marsville Estates Inc. (MEI)

Recommended Motion:

BE IT RESOLVED THAT: Council do hereby resume regular business in open session.

16. By-Law(s)

Notice of the intention to pass the following:

16.1 Grand Valley and District Fire Department Agreement

Recommended Motion:

BE IT RESOLVED THAT: Leave be given to introduce a by-Law, being a by-law to authorize the execution of an agreement between the Corporation of the Town of Grand Valley, the Corporation of the Township of East Garafraxa and the Corporation of the Township of Amaranth the for the joint management and operation of the Grand Valley Fire Department and to repeal by-law 34-2017, and that it be given the necessary readings and be passed and numbered 39-2023.

17. Confirming By-Law

Recommended Motion:

BE IT RESOLVED THAT: Leave be given to introduce a By-Law, being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of East Garafraxa at its meeting held on October 11, 2023, and that it be given the necessary readings and be passed and numbered 40-2023.

18. Adjournment

Recommended Motion:

BE IT RESOLVED THAT: Council do now adjourn to meet again for the Regular Electronic Council Meeting on Tuesday, October 24, 2023, at 4:00 p.m., or at the call of the Chair.



Township of East Garafraxa
Electronic Council Meeting Minutes
Tuesday, September 26, 2023

The Council of the Township of East Garafraxa held an Electronic/Virtual Meeting of Council by video conference at 4:00 p.m. on September 26, 2023.

Members Present: Mayor Guy Gardhouse
Deputy Mayor John Stirk
Councillor Lenora Banfield
Councillor Dave Halls
Councillor Jeremy Zukowski

Staff/Consultants Present: Jessica Kennedy, Clerk
Alan Selby, Treasurer
Dave Knight, Director of Public Works
Shannon Peart, Administration/Clerk's Dept.

1. Opening of Meeting

Meeting called to order.

2. Approval of Agenda

Resolution

MOVED BY STIRK , SECONDED BY ZUKOWSKI

BE IT RESOLVED THAT

The agenda be approved as amended pursuant to the addendum as follows:

Adding under item 6.1 - 4:10 p.m. Lease Request, Community Living Dufferin; Diane Kite, Oksana Tressel, and Jonathan Camilleri:

6.1.2. Presentation

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

Councillor Zukowski disclosed a pecuniary interest for Item 15.2.1 Winter Sand as he works for one of the companies that submitted a bid for the tender. Written Declaration to be submitted.

4. Approval of Minutes

4.1 Special Council Meeting Minutes

Resolution

MOVED BY HALLS, SECONDED BY BANFIELD

BE IT RESOLVED THAT

Council do hereby adopt the minutes of the Special Council Meeting held on September 6, 2023, as circulated.

CARRIED

4.2 Regular Council Meeting Minutes

Resolution

MOVED BY STIRK , SECONDED BY HALLS

BE IT RESOLVED THAT

Council do hereby adopt the minutes of the Regular Council Meeting held on September 12, 2023, as circulated.

CARRIED

4.3 Business arising from Minutes – None.

5. Public Question Period

Nothing at this time.

6. Delegation(s) / Presentation(s) / Petition(s)

6.1 4:10 p.m. Lease Request, Community Living Dufferin; Diane Kite, Oksana Tressel, and Jonathan Camilleri

6.1.1 Delegation Request Form

6.1.2 **ADDENDUM** Presentation

Diane Kite and Oksana Tressel from Community Living Dufferin and Jonathan Camilleri the private developer were in attendance. Diane Kite went through the powerpoint presentation. The presentation provided information regarding the over 21 year lease agreement request between Community Living Dufferin and a private developer for a proposed self-storage facility.

Community Living Dufferin is seeking a commitment of higher than a 21-year lease as the private developers are taking a substantial risk. It was noted the legal advice Community Living Dufferin has received indicates that the Planning Act does not permit leases to exceed 21 years, requests for over 21 years will require approval from the Township.

Community Living Dufferin are asking that Township Council pass a motion at granting consent for the lease between Community Living Dufferin and the private partners to exceed 21 years, contingent upon:

- The project meeting all requirements of the building & planning department of East Garafraxa;
- A proper Planning Process is followed; and
- Permits are granted.

Council directed Staff to consult with the Township Solicitor and Township Planning Consultant and report back accordingly.

Formal Site Plan Amendment application has not yet been submitted to the Township.

7. Statutory Public Meeting(s)

Nothing at this time.

8. Unfinished Business

The following were received and/or dealt with:

8.1 Planning Act Decision

8.1.1 Consent Application B4-23, Applicant Laura-Lee Deckers

8.1.1.1 Consultant Planning Report September 21, 2023

8.1.1.2 Staff Memo Consent Conditions of Approval dated September 21, 2023 (See Memo for recommended motion)

Resolution

**MOVED BY BANFIELD, SECONDED BY HALLS
BE IT RESOLVED THAT**

The Consultant Planning Report dated September 21, 2023 be received;

And further that Consent Application B4-23 by applicant/owner Laura-Lee Deckers for consent to sever approximately 6.73 hectares (16.63 ac.) from

232250 County Road 24, Concession 14, Part Lot 15 be approved, subject to following conditions:

REASONS: In conformity with Official Plan policies.

Conditions:

1.	Payment of Park dedication in the amount of \$1,500.00 for the severed parcel.
2.	Payment of any taxes, as of the date of the issuance of the Certificate of Clerk, with respect to the property that is subject to the application.
3.	Zoning By-Law Amendment required for the severed parcel to recognize the reduced minimum lot area in the Rural (RU) zone.
4.	Conservation Authority Approval for the severed and retained parcels.
5.	Completion of a culvert capacity assessment demonstrating that safe access, as defined in Grand River Conservation Authority's (GRCA) Policies for the Administration of Ontario Regulation 150/06, to the retained lot is achievable, to the satisfaction of GRCA.
6.	Entrance approval from the appropriate road authority required for the severed parcel.
7.	County of Dufferin Building Department Septic Approval/Lot Suitability required for the severed parcel.
8.	Plan of Survey – Digital and Paper format required for the severed and retained parcels. A copy of the draft plan shall be circulated to the Township for review prior to registration.
9.	Consent Agreement to be registered on title on the severed and retained parcels.
10.	Consent Agreement to include requirement for fencing around boundaries of the severed parcel, with exception of road frontage, when required by adjacent landowner.
11.	Road widening required on the severed and retained parcels.
12.	Road widening shall be conveyed to the appropriate road authority, in accordance with applicable road authority policies.
13.	If road widening has been obtained at an earlier date, condition would not apply.
14.	Any unregistered road widenings to be deeded to the Township or appropriate road authority.
15.	That any road widenings, easements, survey cost, legal cost and any other transaction pertaining to this application shall be borne by the applicant.
16.	Certificate of Title to be supplied, showing no encumbrances on the land for road widening purposes.
17.	That all conditions be fulfilled and certificate of clerk issued within two years of the date of notice of decision was given, failing to do so will cause the application to be null and void.

CARRIED

9. Notice of Motion(s)

Nothing at this time.

10. Staff / Consultant Report(s)

10.1 Pick-Up Truck Tender

10.1.1 Staff Report dated September 21, 2023

Resolution

MOVED BY STIRK , SECONDED BY ZUKOWSKI

BE IT RESOLVED THAT

The Director of Public Works Report dated September 21, 2023 be received;
AND further that the 2023 Pick-Up Truck Tender be awarded to Macmaster Buick GMC 2007 Inc. in the Total Bid Price of \$64,404.35 (including taxes) plus any additional costs associated with required options as determined by the Director of Public Works.

CARRIED

10.2 Budget Variance

10.2.1 Staff Report dated September 15, 2023

Resolution

MOVED BY HALLS, SECONDED BY BANFIELD

BE IT RESOLVED THAT

The Treasurer's Report on Financial Results to August 31, 2023 be received.

CARRIED

Discussion ensued regarding the report. Next report will include actions/options available to address the deficit, with the objective to reduce the deficit to a reasonable amount to carry over to the following year, if required.

10.3 Hybrid Meetings Systems

10.3.1 Staff Report Update (#3) dated September 21, 2023

Discussion ensued regarding options. Additional funds required for option two to accommodate system similar to the County of Dufferin system. Project to be considered during the 2024 Budget process.

Resolution

MOVED BY HALLS, SECONDED BY STIRK

BE IT RESOLVED THAT

Council receive the Status Update (#3) Hybrid Meeting Systems Report dated September 21, 2023;

And that an amount of \$22,000.00 be considered during the 2024 Budget process;

And further that Council direct Township Staff to apply for the County of Dufferin Municipal Emergency Readiness funding in accordance with option 2.

CARRIED

10.4 Universal Sand & Gravel Site Plan Amendment

10.4.1 Stovel and Associates Inc. Report September 21, 2023

10.4.2 Skelton Brumwell & Associates Inc. Correspondence September 11, 2023

10.4.3 [Environmental Registry of Ontario – ERO 019-7616](#) (Comments by October 20, 2023)

Resolution

MOVED BY BANFIELD, SECONDED BY HALLS

BE IT RESOLVED THAT

The Stovel and Associates Inc. Report dated September 21, 2023 be received;

And that Council of the Township of East Garafraxa object to the proposed major amendment to permit the importation of 8.5 million cubic metres of fill to

the Universal Sand and Gravel Limited Pit (Licence No. 3686) due to potential impacts, including the municipal road system, to the Township and its residents as outlined in the Report;

and that Council direct Township Staff and Consultants to submit a letter of objection, noting the potential impacts pursuant to the Report, under the Environmental Registry of Ontario ERO 019-7616 before the commenting period closing date of October 20, 2023;

And further that Council direct the Township's Development Review Team, including the Township Solicitor and Township Engineer, to review the proposed amendment and report back to Council accordingly.

CARRIED

11. County of Dufferin Business

11.1 County Council Meeting(s)

11.1.1 [September 14, 2023 County Council Meeting Agenda](#)

11.1.2 [September 14, 2023 Council Meeting Video \(YouTube\)](#)

11.2 [Committee Meetings – September 28, 2023](#)

11.2.1 Infrastructure and Environmental Services – 9:00 a.m.

11.2.2 General Government Services – 11:00 a.m.

11.2.3 Health & Human Services – 1:00 p.m.

11.2.4 Community Development and Tourism – 3:00 p.m.

12. Local Boards and Committees

12.1 Grand Valley Public Library

12.1.1 June 14, 2023 Minutes

12.2 Grand Valley & District Fire Board

12.2.1 July 31, 2023 Minutes

12.3 Grand Valley & District Community Centre Board

12.3.1 August 8, 2023 Minutes

13. General Business and Correspondence

13.1 Marsville Water System Expansion

13.1.1 Municipal Class Environmental Assessment Study – Notice of Completion dated September 8, 2023

13.1.1.1 [\(Schedule B\) Project File Report](#)

13.2 Bill C-310 - An Act to Amend the Income Tax Act (Volunteer Firefighting and Search and Rescue Volunteer Tax Credit)

13.2.1 Township of Melancthon

13.2.2 County of Dufferin

13.3 Ministry of Municipal Affairs and Housing

13.3.1 Responding to the Housing Affordability Task Force's Recommendations (Comments by October 16, 2023)

13.3.1.1 [Report of the Ontario Housing Affordability Task Force – February 8, 2022](#)

Mayor Gardhouse to submit comments on behalf of Council.

14. New Business

Nothing at this time.

Councillor Zukowski left the meeting at 4:55 p.m. due to his declared pecuniary interest with respect to item 15.2.1.

Alan Selby, Treasurer and Shannon Peart, Administrative Assistant/Clerk's left the meeting at 4:55 p.m. and did not return.

15. Closed Meeting – 4:56 p.m. to 5:10 p.m.

15.1 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

15.1.1 Ontario Land Tribunal (OLT) Appeal – Marsville Estates Inc. (MEI)

Matter deferred.

Resolution

MOVED BY HALLS, SECONDED BY STIRK

BE IT RESOLVED THAT:

A Closed Meeting of Council be held pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reason(s):

15.2 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

15.2.1 Winter Sand

15.3 Closed Meeting Minutes for September 12, 2023

CARRIED

Resolution

MOVED BY HALLS, SECONDED BY STIRK

BE IT RESOLVED THAT

Council do hereby resume regular business in open session;

And that Director of Public Works Report be received, and that Township resolution dated February 14, 2023 regarding the Winter Sand Tender Award for 2023 be rescinded;

And further that the Winter Sand Tender for 2023 be awarded to Greenwood Aggregates Co. Ltd. in the total bid amount of \$ \$68,065.55 including taxes, subject to receiving testing results to the satisfaction of the Director of Public Works.

CARRIED

Councillor Zukowski returned to the meeting at 5:15 p.m.

16. By-Law(s)

Nothing at this time.

17. Confirming By-Law

Resolution

MOVED BY HALLS, SECONDED BY BANFIELD

BE IT RESOLVED THAT

Leave be given to introduce a By-Law, being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of East Garafraxa at its meeting held on September 26, 2023, and that it be given the necessary readings and be passed and numbered 38-2023.

CARRIED

18. **Adjournment**

Resolution
MOVED BY ZUKOWSKI, SECONDED BY BANFIELD
BE IT RESOLVED THAT

Council do now adjourn to meet again for the Regular Electronic Council Meeting on Wednesday, October 11, 2023, at 2:00 p.m., or at the call of the Chair.

CARRIED

Clerk

Head of Council

DRAFT



**CORPORATION OF THE
TOWNSHIP OF EAST GARAFRAXA**

STAFF REPORT

TO: Council
FROM: Alan Selby, Treasurer
REPORT DATE: October 3, 2023
MEETING DATE: October 11, 2023
SUBJECT: Building Condition Study

RECOMMENDATION:

BE IT RESOLVED THAT: The Treasurer's report on Building Condition Study be received;

AND THAT Keller Engineering, Orangeville be awarded the contract to complete the Building Condition Assessment Study.

PURPOSE: to recommend a consultant to perform the 2023 Building Condition Assessment Study, from among the RFP bids received.

BACKGROUND AND DISCUSSION:

The Township included in the 2023 budget \$20,000 for consultants to provide a Building Condition Assessment Study, for the purposes of:

- Meeting the Provincial requirement to include buildings among the assets shown in the 2024 Asset Management Plan, due by June 30 2024
- Providing the Township with current data about its buildings, for its future reference
- Providing guidance on building-related projects that should be included in the next version of the Township Capital Plan / Capital Budget

The RFP closed Sept. 28 and nine (9) complete bids were received. The Treasurer has reviewed the bids and scored them using the Evaluation Criteria on pg. 9 of the RFP.

Attached is table A showing the bidders, their office location, and their pre-tax bid amount.

Attached is table B showing the scoring as done by the Treasurer. All of the bids were thorough and well prepared, and in the opinion of the Treasurer every one of the bidders would be capable of completing this work, to the standards required by the Township. Bidder Qualifications, Expertise and Experience were very close across all the bids.

Price was a large factor in the scoring, along with Project Approach and Methods, which included the proposed work schedules, as given in the bids.

References given by the preferred bidder were contacted, and there were no concerns found with the quality of work done.

CONSULTATION:

The Treasurer completed the bid evaluation alone, without consultation.

FINANCIAL IMPACTS:

Several of the bids are within the budgeted amount, so there will be minimal financial impact.

Respectfully Submitted,
Alan Selby CPA CGA
Treasurer

Reviewed by:

Attachments:

Table A listing of bids received

Table B Scoring of bids

2023 Building Condition RFP responses

Table A

	Company Name	Offices Located at	BID AMOUNT before HST	Proposed Schedule START	Proposed Council Report	WSIB form & Insc ?	References given / previous jobs, their date and their cost
1	CDW Engineering	TORONTO	\$ 14,485	Mid Oct	Jan 2024	Yes	Will be using Uniformat II
	Carson Dunlop Weldon				Draft Nov30		
2	ECOH Management Inc	MISSISSAUGA	\$ 20,250	Mid Oct	Feb 2024	Yes	Peel Region 124 bldgs \$700,000 2023
							Private prop Scarborough \$ 2,750 2023
							Will use the ASTM Standard E 2018-08
3	Keller Engineering	ORANGEVILLE	\$ 11,995	Mid Oct	Dec 15/23	yes	Own scope that exceeds the ASTM Standard E 2018-08
		25 First St.					Orgvl Christian School Rd.16 2022 \$1,500
							Waterloo Region LRT 3 bldgs 2022 \$6,000
4	BLDG Sci advisory inc	Burlington	\$ 9,380	Mid Oct	T b d	yes	Value-added and ASTM-E2018-15 Orillia's B. Orser Arena, Halton Hills, N. Falls, New Tecumseth, all 2023 projects
5	Rimkus	Mississauga	\$ 22,600	Mid Oct	T b d	Yes	Whitby (80 bldgs), Pickering (recr bldgs.)
6	Paradigm Engineering Group Ltd.	Sheppard Ave Toronto	\$ 17,800	Mid Oct	Jan 8 2024	Yes	S-M school board 2020 \$160K , Woolwich Twsp. 2021 \$40K, Renfrew Twsp 2011 \$85K
7	OHE Consultants	Mississauga	\$ 19,630	Mid Oct	Jan31/24	Yes	Toronto Community Housing, Brewers Retail stores
8	Roth IAMS	Oakville	\$ 18,191	Mid Oct	Dec 18 2023	yes	Bruce County 2019 \$194K , Stouffville 2018 \$54K 10 bldgs Innisfil 2015/16 \$70K 29 bldgs
9	R J Burnside	ORANGEVILLE	\$ 55,675.45	Mid Oct	Feb 2024	yes	PCA, Twp of North Huron, Chippewas First Nation

2023 Building Condition RFP responses

Table B

Bidder No.	SCORING by SCORE COMPONENT						
	Qualifications +Expertise	Experience with Proj. of similar size	Approach and Methods	References provided	Proposal Cost	COMBINED SCORE	RANKING
Max score	<u>10</u>	<u>20</u>	<u>35</u>	<u>5</u>	<u>30</u>	<u>100</u>	
1	10	15	30	4	28	87	4
2	10	15	29	4	26	84	6
3	10	20	31	4	30	95	1
4	10	17	29	4	30	90	3
5	10	15	28	4	24	81	8
6	10	16	28	4	27	85	5
7	10	15	26	4	27	82	7
8	10	18	31	5	27	91	2
9	10	17	27	4	22	80	9

Dufferin County
Permits Submitted to MPAC [Date of Submission]
From: 9/25/2023 To: 12/30/2023

Permit #	Type	Parcel #				
Last Sent	Date Issued		Date Occupancy	Revoked	Final Inspection	
East Garafraxa						
	PRSD202300006	Secondary Dwelling Unit	220100000306750	351006 17TH LINE, East Garafraxa, ON		Permit(s) Issued
	Sep-29-23	Aug-11-23				
	PRSP202300305	Septic	220100000219850	191593 13TH LINE, East Garafraxa, ON		Closed
	Sep-29-23	Aug-24-23			20-Sep-23	



374028 6TH LINE • AMARANTH ON • L9W 0M6

October 4, 2023

County of Dufferin
Director, Community Services
30 Centre Street
Orangeville, ON L9W 2X1

Sent By Email To: Michelle Hargrave

Re: Community Safety and Well Being Plan (CSWB) Updated

At its regular meeting of Council held on September 6, 2023, the Township of Amaranth Council passed the following resolution:

Resolution #: 5

Moved by: S. Graham

Seconded by: A. Stirk

BE IT RESOLVED THAT:

The report from the County of Dufferin Director, Community Services, titled Community Safety and Well-Being Plan 2022 Annual Report, as amended, dated June 22, 2023, be received;

AND THAT Council support the County of Dufferin to set aside up to \$15,000 from the Rate Stabilization Reserve, in 2023, to continue to assist with ongoing engagement, administration and data gathering costs for the plan.

CARRIED

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

Nicole Martin, Dipl. M.A.
CAO/Clerk

**GRAND VALLEY & DISTRICT FIRE DEPARTMENT
BOARD OF MANAGEMENT
September 18, 2023 Minutes**

MEMBERS PRESENT: Paul Latam, Lorne Dart, Sue Graham, Guy Gardhouse, John Stirk, Chris Gerrits, Fire Chief Justin Foreman, Helena Snider Secretary/Treasurer

MEMBERS ABSENT:

1. Call Meeting to order

Chair Gerrits called the meeting to order at 4:32pm.

2. Approval of Agenda

#2023-09-01

Moved By: G. Gardhouse

Seconded By: S. Graham

BE IT RESOLVED THAT the September 18, 2023, regular meeting agenda be approved as circulated.

Carried

3. Disclosure of Pecuniary Interest

None

4. Adoption of Minutes

4.1. July 31st, 2023

#2023-09-02

Moved By: G. Gardhouse

Seconded By: S. Graham

BE IT RESOLVED THAT the July 31, 2023, regular meeting minutes of the Grand Valley and District Fire Board be adopted as circulated.

Carried.

5. Deputations/Presentations

None

6. Unfinished Business

6.1. GIC Investment

The secretary/treasurer updated the Board regarding the GIC's. The investment is on hold until the 2022 Financials are approved and the transfers between the accounts are finalized.

7. Financials

7.1. Accounts Payable – July and August 2023

#2023-09-03

Moved By: S. Graham

Seconded By: P. Latam

BE IT RESOLVED THAT the Bills and Accounts for July and August 2023 in the amount of \$66, 297.86 be approved and paid from the General Account.

Carried.

7.2. Accounts Receivable – July and August 2023

The Board requested to have the outstanding receivables included in the A/R spreadsheet for future meetings.

7.3. Response Report

July and August 2023

The Board inquired about a few calls and asked the Chief if there were any repeat offenders.

7.4. Budget Variance Report

The Chief asked for the Boards approval to purchase a repeater for one of the trucks. The repeater will allow the firefighters to communicate with each other and dispatch more efficiently and effectively and will help with communication in the dead areas.

The Chief advised the Board that to get the siren to work, it will cost roughly \$2300.00 plus tax. The Board approved the cost and directed the Chief to contact the company to come and get the siren fixed.

The Chief informed the Board that the GL for Parts/Service/Repairs/Trucks will be over by roughly \$16,000 due to the maintenance and repairs that have occurred to the trucks over the last couple of months. The GL for Fuel will also be over this year due to the increase in gas prices and the increase in calls this year. Finally, the Chief advised the Board that the GL for remuneration will also be over, the number of calls and length of calls has increased this year.

8. Fire Chief's Report

8.1 Flood in the Station

The coil in the A/C unit froze and then melted, causing a leak in the facility washrooms, hallway, and kitchen area. Winmar was in and cut out the affected areas and provided fans for drying. The Chief is waiting for the invoice from Winmar, he was told it would be roughly \$2400 for the service. The Chief is requesting a quote for the repairs and potential to paint the office area. The Board wants to see the quote at the next meeting before approving the painting of the interior of the facility. The Chief is also obtaining a quote from Near North Services for the maintenance of the A/C and heaters. The heater on the East

side of the building is not functioning, requires a replacement. The Board suggested including this expense in the Budget for next year, and for the Chief to try to find a short-term solution in the meantime.

8.2 Saved by the Beep Campaign

The Chief informed the Board about the Saved by the Beep Campaign on September 28th, the fire department got door knockers and post cards made to be distributed in the fire area. Scouts Canada will be hand delivering the door knockers in town for the fire department and the post cards will be mailed to the rural areas that are covered by the fire department.

9. Correspondence

9.1. Orangeville Council Resolution

Chair Gerrits asked the Chief about the current radio communication system between Grand Valley, Orangeville, and Shelburne. The Chief informed the Board that Orangeville owns the radio channel being used by Grand Valley and Shelburne. Chair Gerrits asked about the equipment and trucks, are they compatible between the different Fire Departments? The Chief informed the Board that most of the equipment should be compatible with the other Fire Departments. The Board directed that the Chief provide a detailed report, including the cost, of obtaining a radio system for Grand Valley & District Fire Department at next month's meeting.

9.2 By-Law 2017-63 Revision

#2023-09-04

Moved By: G. Gardhouse

Seconded By: P. Latam

BE IT RESOLVED THAT the Board approves the revisions to By-Law 2017-63 as provided and directs staff to send it to all three Councils.

Carried.

9.3 Interpretation of s.6(3) of the Fire Protection and Prevention Act

There was discussion between the Chief and the Board regarding the Communique. The Board agrees that the Chief will continue to report to the Board, he is appointed by the Board, which is made up of members from all three Municipalities.

10. New Business

10.1 Snow Removal Services

10.2 Board Secretary Services Update

#2023-09-05

Moved By: L. Dart

Seconded By: G. Gardhouse

BE IT RESOLVED THAT the Board resolve itself into closed session under the provisions of the Municipal Act, 2001 at 5:41pm in order to discuss matters pertaining to Section 239 (2) (B) personal matters about an identifiable individual, including Municipal or local board employees.

Carried.

11. Rise and Report

#2023-09-07

Moved By: S. Graham

Seconded By: J. Stirk

BE IT RESOLVED THAT the Board rise and report at 5:45pm.

AND FURTHER THAT the Board received information and directed staff to proceed with the snow removal services as discussed.

Carried.

12. Confirming Resolution

#2023-09-08

Moved By: P. Latam

Seconded By: S. Graham

BE IT RESOLVED THAT all actions of the Board Members and Officers of the Grand Valley & District Fire Board, with respect to every matter addressed and/or adopted by the Board on the above date are hereby adopted, ratified, and confirmed;

AND FURTHER THAT each motion, resolution, and other actions taken by the Board members and/or Officers at the meeting held on the above date are hereby adopted, ratified, and confirmed.

Carried.

13. Adjournment

#2023-09-09

Moved By: G. Gardhouse

Seconded By: L. Dart

BE IT RESOLVED THAT the Board adjourns to meet again on October 2nd at 4:30pm or at the call of the Chairperson.
Carried.

ORIGINALS SIGNED BY

Chris Gerrits, Chair

ORIGINALS SIGNED BY

Helena Snider, Secretary/Treasurer



Grand Valley & District Fire Board

c/o Town of Grand Valley
5 Main Street North
Grand Valley, ON L9W 5S6
FIRE DEPT: 519-928-3460
jforeman@gvdfd.com
OFFICE: 519-928-5652
hsnider@townofgrandvalley.ca



September 25, 2023

Township of East Garafraxa
065371 Dufferin County Road 3, Unit 2
East Garafraxa, ON L9W 7J8

Dear Mayor Gardhouse and members of East Garafraxa Council,

At the September 18th, 2023 Grand Valley & District Fire Board meeting a following resolution was passed:

Resolution 2023-09-04

Moved by G. Gardhouse, Seconded by P. Latam

BE IT RESOLVED THAT the Board approve the revisions to By-Law 2017-63 as provided and directs staff to send it to all three councils.

CARRIED.

Please consider this request at your next Council meeting.

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

Sincerely,

Helena Snider
Grand Valley & District Fire Board – Secretary/Treasurer

THIS AGREEMENT made in triplicate this day of , **AMONG:**

WHEREAS Section 202 (1) of the Municipal Act, 2001, c. 25, as amended, provides that two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board.

AND WHEREAS the parties hereto have passed respective by-laws for entering into this Agreement.

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Grand Valley and District Fire Department, herein after called the **"DEPARTMENT"**, for the purpose of providing fire protection in the areas defined in this Agreement. **"FIRE PROTECTION"**, for the purposes of this Agreement shall mean prevention, rescue and suppression services.

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. A Joint Board of Management shall be established and shall be composed of two (2) elected members, from each of the participating municipalities in subsequent years, and to be known as the **"GRAND VALLEY AND DISTRICT FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT"**, herein after called the **"FIRE BOARD"**. The Fire Board shall be appointed by the Councils of the participating municipalities, for a term concurrent with Council.

Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the Municipality which had appointed the member wherein the vacancy occurred.

2. The Fire Board shall appoint a Chairperson, from among its members, at the first meeting of the Fire Board in each calendar year.

The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board.

3. The Fire Board shall appoint a Secretary-Treasurer at the first meeting of the Fire Board.

The Secretary-Treasurer shall give or cause to be given all notices required to members of the Fire Board and shall attend all meetings of the Fire Board and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Fire Board and perform and do such other duties as may from time to time be prescribed by the Fire Board.

The Secretary-Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Department and, under the discretion of the Fire Board, shall deposit all monies with respect to the operation of the Department in special bank accounts designated for that purpose and shall render to the Fire Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Department. The Secretary-Treasurer shall pay only such items as are approved.

4. The Fire Board shall appoint an auditor for the Board and shall audit the accounts of the Fire Board and shall submit copies of the annual statements and copies of his Report to the Fire Board and to each of the parties to the agreement.

5. The Fire Board shall hold at least four regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board.

The Fire Board shall ensure the attendance of Fire Chief of the Department and/or his representative(s) at each Fire Board Meeting.

6. The Fire Board shall ensure that all meetings are convened and continues only when a quorum of four (4) members including the Chairperson is present.
7. All Fire Board meetings shall have business conducted by Parliamentary procedure.

Copies of all minutes of regular and special meetings of the Fire Board are to be promptly submitted, to the Councils of each party to this agreement.

Quarterly unaudited Financial Statements, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this agreement.

8. The Councils may offer direction by January 15th of each year prior to budget deliberations. By the 28th day of February in each year the Fire Board shall submit in writing to each of the parties hereto, a draft budget for the operation of the Department for that year. Each party hereto shall endeavor to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 30th day of March in each year.

Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following installments:

- (i) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year.
- (ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year less the amount of the installment paid under Section (i), on or before the 30th day of June in the current year.
- (iii) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 30th day of September in the current year.
- (iv) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary-Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

9. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures, for and relating to the administration of the Department and of the Fire Board.
10. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
11. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule A attached and forming part of this agreement.
12. The department shall endeavor to respond as soon as possible to all emergency calls within the defined area (as per Schedule A) with such apparatus and manpower as per policy established by the Fire Board.
- 12.1. The Board delegates the authority to the Secretary/Treasurer to invoice in accordance with Schedule A, Incident Service Response Fees, to the Tariff of Fees for Fire Department Services By-Law 2022-61 as amended, to Municipalities in which the Fire Board provided fire protection in accordance with Schedule A to this

Agreement, and such invoices shall be payable to the Fire Board in accordance with the terms indicated on the invoice.

13. All parties to this agreement shall give such authority as may be necessary, by by-law to the members of the Department in all matters pertaining to Fire Protection.
14. The Fire Board will arrange, in consultation with the Councils of the parties hereto, for the issue of policies of insurance to protect assets in the care, custody and control of the Fire Board from physical loss or damage, and for protecting the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department and to ensure that all policies of insurance provide that all parties to this agreement are endorsed as additional names insureds as their interest may appear.
15. The parties hereto agree that for the purpose of the financial terms and commitments of this Agreement, that all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule B which forms part of this Agreement.
16. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made.

Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement.

This agreement shall be reviewed at each term of Council.

17. In the event of any dispute between the parties to this Agreement, or any of the parties, with respect to any matter contained in this Agreement including, but not limited to the interpretation of this Agreement including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990, c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, R.S.O. 1990 c.A.24 or pursuant to any successor legislation.
18. In the event that any Municipality wishes to cease participating in the Fire Board, they may do so provided that:
 - (a) One (1) years written notice be given to the Fire Board and to the other parties. Any written notice given as aforesaid, shall terminate this Agreement as of the 31st of December of the following year in which notice is given.
 - (b) Any debt incurred, whether through the issue of Debentures or any other way, by the Municipality for Fire Board purposes, shall remain the responsibility of the Municipality.
 - (c) Any assets including reserves contributed by the Municipality to the Department shall remain the property of the Department.
 - (d) If the Department is completely dissolved, the assets are to be split, based on the formula in paragraph 15 of this Agreement.
19. It is agreed that with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.

20. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
21. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
22. In the event that any covenant, provision or terms of this Agreement should at any time be help by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers in that behalf.

**THE CORPORATION OF THE
TOWNSHIP OF AMARANTH**

PER: _____
Mayor

PER: _____
Clerk

**THE CORPORATION OF THE
TOWN OF GRAND VALLEY**

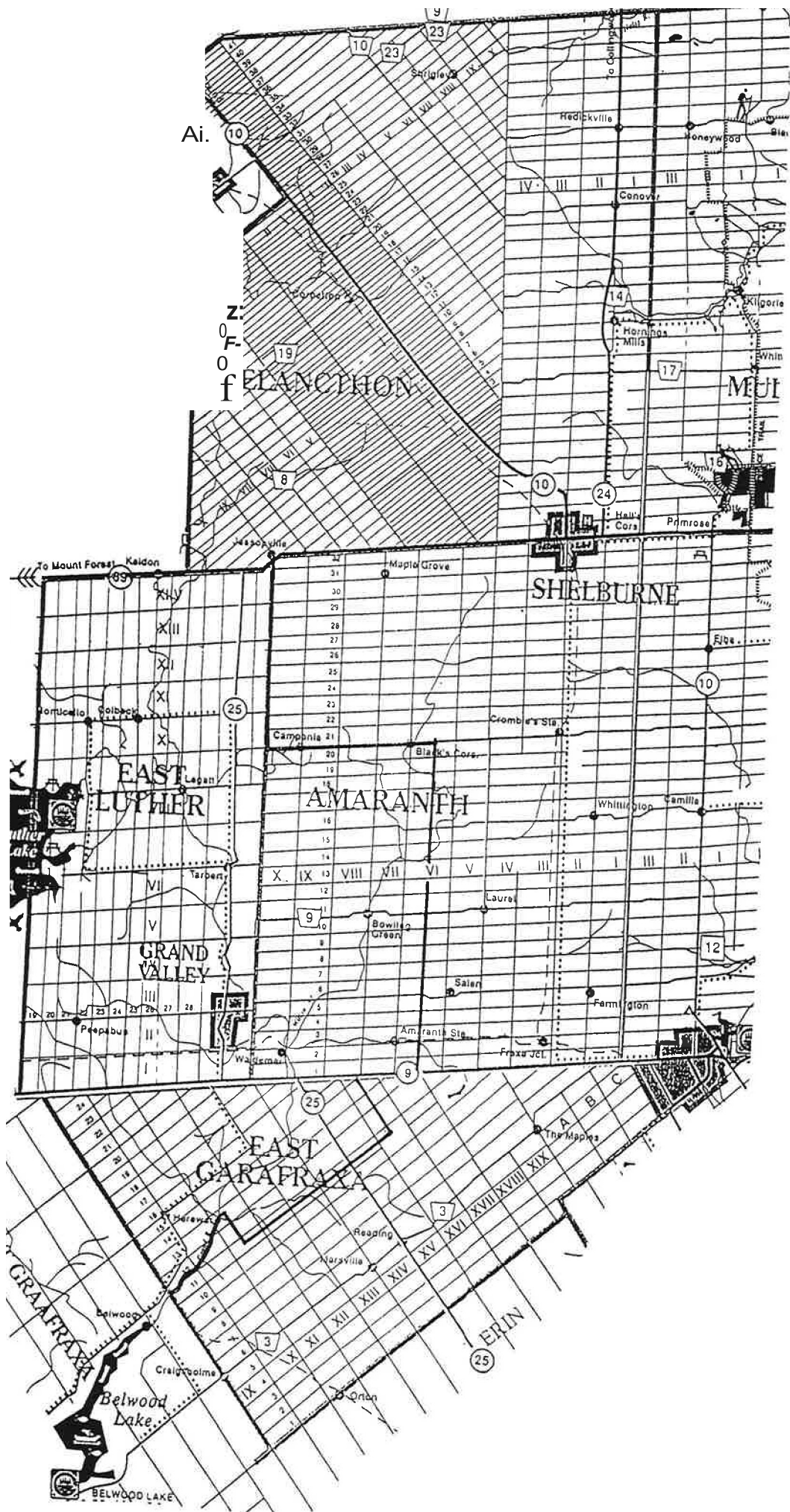
PER: _____
Mayor

PER: _____
Clerk

**THE CORPORATION OF THE
TOWNSHIP OF EAST GRAFRAXA**

PER: _____
Mayor

PER: _____
Clerk



SCHEDULE "8"

APPORTIONMENT OF COSTS TO PARTICIPATING MUNICIPALITIES IN THE GRAND
VALLEY AND DISTRICT FIRE DEPARTMENT

OPERATING COSTS

Operating costs to be apportioned by the number the Fire Calls for the previous three (3) years expressed as a percentage for each participating municipality.

CAPITAL COSTS

Definition: "Capital Costs" housing, land and fire vehicles.

Capital Costs to be apportioned by equalized assessment in each fire area in each participating municipality.



374028 6TH LINE • AMARANTH ON • L9W 0M6

October 4, 2023

Town of Grand Valley
Medical Dental Board of Management
5 Main Street North
Grand Valley, ON L9W 5S6

Sent by email to: HSnider@townofgrandvalley.ca; MTownsend@townofgrandvalley.ca

Re: Grand Valley Medical Center Agreement

At its regular meeting of Council held on September 6, 2023, the Township of Amaranth Council passed the following resolution:

Resolution #: 6

Moved by: B. Metzger

Seconded by: G. Little

BE IT RESOLVED THAT:

The Township of Amaranth does not voluntarily remove itself from the Grand Valley Medical Dental Board without reimbursement for the assets in proportion as outlined in the Agreement.

CARRIED

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

Nicole Martin, Dipl. M.A.
CAO/Clerk



374028 6TH LINE • AMARANTH ON • L9W 0M6

October 4, 2023

Town of Grand Valley
5 Main Street North
Grand Valley, ON L9W 5S6

Sent by email to: Meghan Townsend; Donna Tremblay; Jessica Kennedy; Alan Selby; Peter Avgoustis

Re: Grand Valley & District Community Centre Project Financing

At its regular meeting of Council held on September 6, 2023, the Township of Amaranth Council passed the following Resolution:

Resolution #: 3

Moved by: S. Graham

Seconded by: A. Stirk

BE IT RESOLVED THAT:

WHEREAS The Council for the Township of Amaranth is in agreement that the Rehabilitation of the Grand Valley and District Community Centre project should continue,

NOW THEREFORE BE IT RESOLVED THAT Council receives the proposal from the CAO/Clerk-Treasurer of Grand Valley and agrees as follows:

1. Township of Amaranth will pay our share of project costs up to the amount originally anticipated under the existing municipal agreement. This is expected to cover design/engineering costs, tendering costs and some initial construction costs, but then the agreement terms will be completed.
2. Costs exceeding the ICIP grant and the original intermunicipal agreement will be funded under a loan from Infrastructure Ontario. The loan will be under the Town of Grand Valley. The payments on the loan will be collected from the three municipalities. The amount of the loan may be reduced if alternate sources of funding are secured toward the project.
3. An agreement between the three municipalities will be drawn up, in accordance with the Community Centre's operating agreement

requirements and in accordance with the municipalities' desire to continue their relationship regarding the Community Centre. This agreement will state the terms under which Amaranth and East Garafraxa will provide payment to Grand Valley.

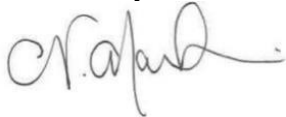
4. The term of the loan shall be short enough to pay it off quickly, but reasonable to accommodate impacts to municipal budget impacts.

AND FURTHER THAT Council directs that a copy of this resolution be sent to the other two municipal partners in this project, and requests that the Project Management firm restart work toward completion of the project.

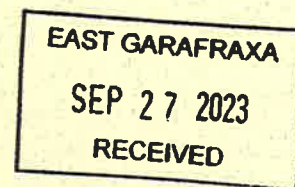
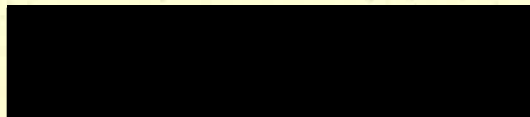
CARRIED

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Nicole Martin', with a stylized flourish at the end.

Nicole Martin, Dipl. M.A.
CAO/Clerk



27 September, 2023

East Garafraxa Township
Attention: Mayor Guy Gardhouse

Dear *Guy,*

As you are my mayor, I bring to your attention what the "Dufferin County Climate Action Plan" is attempting to do to the farmers, and what has already been done by others.

Imposition of the designation "Natural Heritage" on a property automatically limits what the owner can do with his land. That imposition appears to have been applied to my farm - not by the county, but by the provincial government - to maintain the existence of wetlands, woodlands, etc. But, when I tried to learn what the restrictions are, I entered a trail of confusion. Eventually I discovered that there is a "Natural Heritage Reference Manual" of 145 pages... and it still does not spell out the restrictions.

In the case of the "Climate Action Plan," despite my obtaining assurance from the county CAO and assurance from the Dufferin Climate Adaptation Working Group that no tree-cutting by-law will be re-introduced, the "Climate Action Plan" proponents persist in demanding a tree-cutting by-law and other restrictions on landowners. The "Report Card 2022" states (Action L5) that action should be taken to "Amend the landscape regulations... to increase tree protection and replacement."

The same section identifies that aim "as a component of forthcoming Tri-County Green Development Standards," presumably to avoid the county council's commitment to me to prevent any tree-cutting by-law.

The 2023 "Climate Action in Dufferin" report entitled "Together for Change, Dufferin's Climate Adaptation Strategy," Action B1.3 states: "Create framework for adopting a Green Development Standard to build... access to green space, enhanced tree canopy," and adds that this will "protect existing natural assets, e.g. wetlands, forests, and other greenspaces."

To justify its proposals, in Appendix A the Climate Action Plan consortium cites only two of the several IPCC temperature projections into the future - RCP 4.5 and RCP 8.5. Both projections are extreme and acknowledged to be so by the IPCC. The four other IPCC projections, including the "most likely" RCP2.1, are carefully excluded, and the subsequent hypotheses in the Plan are all based on the RCP8.5 scenario (which even the IPCC admits is ridiculously extreme).

The county has approved declaration of a "climate emergency" (8 September, 2022). I am not aware of any emergency in Dufferin County based on "climate." The rare extreme weather events here have not repeated themselves except as once-in-a lifetime events; so they are "weather," not "climate," events. In fact, data I have seen indicate that extreme weather events are decreasing in both numbers and degree of extremity throughout the world, though encroachment of ever more valuable construction into wilderness areas may cause the costs to rise. As well, the federal temperature records reveal no appreciable rise in average temperatures for any Canadian municipality: www.yourenvironment.ca/climate/province.

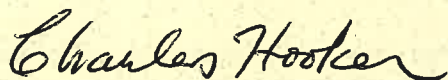
Besides the Dufferin Climate Adaptation Working Group - which I notice does not include any East Garafraxa representation - the Ontario government retains legislation imposed on farmers by the McGuinty regime, such as the "Natural Heritage" designation, the Greenbelt designation, the Endangered Species Act, the Environmental Assessment Act, the Environmental Protection Act and others I have not yet explored. Each of those acts, and accompanying regulations, are so extensive that I suspect few Dufferin County councillors - or even Ontario government ministers - have read them all.

One cannot get a full understanding of the law without reading all such legislation, for the laws interlink. The Ontario Forestry Act, for example, overrules many other acts and regulations by enabling woodlot owners to conduct whatever thinning, pruning and planting measures farmers deem fit to sustain their forests ("good forestry practice"). The Municipal Act, which authorizes tree-cutting by-laws, exempts forest reduction to expand agricultural land.

Finally, it is my understanding that by-laws and acts cannot apply to privately owned farms because there is no authority in law to impose restrictions on the contracts that King George III and King George IV signed with original landowners "and their heirs and assigns forever" to grant all the rights and privileges of the English Common Law that pertained before Confederation in 1967 (and which the Act of Confederation 1867 retained in Canadian law).

I realize that it takes time to revoke bad legislation and replace it with sensible law; so the Ontario Legislature will have to amend the McGuinty laws over time. However, preventing the imposition of bad law is much more easily achieved. I hope that you will keep a critical eye on the "Dufferin County Climate Actions" and forestall any that improperly or illegally constrain the farmers of Dufferin County. I will also write to my MPP regarding the provincial responsibilities in this manner.

Yours sincerely,



cc: Ontario Landowner Association

Jessica Kennedy

Subject: FW: Motion of Support for Melancthon's resolution regarding Bill-C-310 - An Act to Amend the Income Tax Act (Volunteer Firefighting and Search and Rescue Volunteer Tax Credit)

From: Alice Byl

Sent: Wednesday, September 27, 2023 10:11 AM

Subject: Motion of Support for Melancthon's resolution regarding Bill-C-310 - An Act to Amend the Income Tax Act (Volunteer Firefighting and Search and Rescue Volunteer Tax Credit)

Good Morning,

At the Shelburne Town Council regular Council meeting held on September 25, 2023, the following resolution was passed:

Motion # 6

Moved By Councillor Benotto

Seconded By Councillor Sample

BE IT RESOVLED THAT Council supports the motion from the Township of Melancthon regarding an Act to Amend the Income Tax Act (Volunteer Firefighting and Search and Rescue Volunteer Tax Credit);

AND THAT this motion be sent to the County of Dufferin and the Municipalities of Dufferin County.

CARRIED, W. Mills

Thank you

Alice Byl, Deputy Clerk, Committee Coordinator

Phone: 519-925-2600 ext 232 | Fax: 519-925-6134 | abyl@shelburne.ca

Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7

www.shelburne.ca

Town Hall will be open to the public Monday to Friday from 8:30 am to 12:00 pm and 1:00 pm and 4:30 pm. The office will be closed between 12:00 pm to 1:00 pm. There will be no public access to Town Hall each day from 12:00 pm to 1:00 pm.

We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#). Appointments at Town Hall are available upon request. You can request an appointment by visiting [Save my Spot](#) on our website.

Jessica Kennedy

Subject: FW: Resolution regarding Establishing a Guaranteed Livable Income

From: Alice Byl <abyl@shelburne.ca>

Sent: Wednesday, September 27, 2023 10:14 AM

Subject: Resolution regarding Establishing a Guaranteed Livable Income

Good Morning,

At the Town of Shelburne Regular Council Meeting on September 25, 2023, the following resolution was passed:

Motion # 7

Moved By Councillor Benotto

Seconded By Councillor Wegener

BE IT RESOLVED THAT Council supports the motion from the Town of Grimsby regarding establishing a guaranteed livable income;

AND THAT this motion be sent to the County of Dufferin and the Municipalities of Dufferin County.

CARRIED, W. Mills

Thank you.

Alice Byl, Deputy Clerk, Committee Coordinator

Phone: 519-925-2600 ext 232 | Fax: 519-925-6134 | abyl@shelburne.ca

Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7

www.shelburne.ca

Town Hall will be open to the public Monday to Friday from 8:30 am to 12:00 pm and 1:00 pm and 4:30 pm. The office will be closed between 12:00 pm to 1:00 pm. There will be no public access to Town Hall each day from 12:00 pm to 1:00 pm.

We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#). Appointments at Town Hall are available upon request. You can request an appointment by visiting [Save my Spot](#) on our website.



Catherine Fife

MPP Waterloo

EAST GARAFRAXA

SEP 28 2023

RECEIVED

Guy Gardhouse
Mayor of Township of East Garafraxa
065371 Dufferin County Road 3, Unit 2, East Garafraxa, ON, L9W 7J8

RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022

September 25, 2023

Dear Mayor Gardhouse,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love. **I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act.** Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

Catherine Fife, Waterloo MPP
Finance & Treasury Board Critic

Constituency Office
100 Regina St. S., Suite 220
Waterloo, ON N2J 4A8
Ph: 519-725-3477 | Fax: 519-725-3667
Email: cfife-co@ndp.on.ca

Queen's Park Office
Room 154, Main Legislative Bldg.
Queen's Park, Toronto ON M7A 1A5
Ph: 416-325-6913 | Fax: 416-325-6942
Email: cfife-qp@ndp.on.ca

CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

BY-LAW XX-2023

A By-Law to Authorize the Execution of an Agreement Between the Corporation of the Town of Grand Valley, the Corporation of the Township of East Garafraxa and the Corporation of the Township of Amaranth the for the Joint Management and Operation of the Grand Valley Fire Department and to Repeal By-Law 34-2017

WHEREAS Section 202(1) of the Municipal Act, 2001, c. 25, as amended, provides that two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

NOW THEREFORE, THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA BY ITS MUNICIPAL COUNCIL ENACTS AS FOLLOWS:

1. THAT the Head of Council and Clerk are hereby authorized to execute an agreement between the Corporations of the Town of Grand Valley, Township of Amaranth and Township of East Garafraxa with respect to the Joint Management and Operation of the Grand Valley & District Fire Department in the same or substantially the same form as attached hereto as Schedule "A" which forms part of this by-law.
2. THAT this by-law shall take effect and come into force upon adoption by all participating municipalities.
3. THAT all or any parts of by-laws not consistent herewith are hereby repealed.
4. That By-Law 34-2017 is hereby repealed.

BY-LAW READ A FIRST AND SECOND TIME THIS 11TH DAY OF OCTOBER 2023

BY-LAW READ A THIRD TIME AND PASSED THIS 11TH DAY OF OCTOBER 2023

CLERK

HEAD OF COUNCIL

4. The Fire Board shall appoint an auditor for the Board and shall audit the accounts of the Fire Board and shall submit copies of the annual statements and copies of his Report to the Fire Board and to each of the parties to the agreement.

5. The Fire Board shall hold at least four regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board.

The Fire Board shall ensure the attendance of Fire Chief of the Department and/or his representative(s) at each Fire Board Meeting.

6. The Fire Board shall ensure that all meetings are convened and continues only when a quorum of four (4) members including the Chairperson is present.
7. All Fire Board meetings shall have business conducted by Parliamentary procedure.

Copies of all minutes of regular and special meetings of the Fire Board are to be promptly submitted, to the Councils of each party to this agreement.

Quarterly unaudited Financial Statements, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this agreement.

8. The Councils may offer direction by January 15th of each year prior to budget deliberations. By the 28th day of February in each year the Fire Board shall submit in writing to each of the parties hereto, a draft budget for the operation of the Department for that year. Each party hereto shall endeavor to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 30th day of March in each year.

Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following installments:

- (i) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year.
- (ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year less the amount of the installment paid under Section (i), on or before the 30th day of June in the current year.
- (iii) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 30th day of September in the current year.
- (iv) Twenty-Five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary-Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

9. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures, for and relating to the administration of the Department and of the Fire Board.
10. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
11. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule A attached and forming part of this agreement.
12. The department shall endeavor to respond as soon as possible to all emergency calls within the defined area (as per Schedule A) with such apparatus and manpower as per policy established by the Fire Board.
- 12.1. The Board delegates the authority to the Secretary/Treasurer to invoice in accordance with Schedule A, Incident Service Response Fees, to the Tariff of Fees for Fire Department Services By-Law 2022-61 as amended, to Municipalities in which the Fire Board provided fire protection in accordance with Schedule A to this

Agreement, and such invoices shall be payable to the Fire Board in accordance with the terms indicated on the invoice.

13. All parties to this agreement shall give such authority as may be necessary, by by-law to the members of the Department in all matters pertaining to Fire Protection.
14. The Fire Board will arrange, in consultation with the Councils of the parties hereto, for the issue of policies of insurance to protect assets in the care, custody and control of the Fire Board from physical loss or damage, and for protecting the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department and to ensure that all policies of insurance provide that all parties to this agreement are endorsed as additional names insureds as their interest may appear.
15. The parties hereto agree that for the purpose of the financial terms and commitments of this Agreement, that all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule B which forms part of this Agreement.
16. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made.

Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement.

This agreement shall be reviewed at each term of Council.

17. In the event of any dispute between the parties to this Agreement, or any of the parties, with respect to any matter contained in this Agreement including, but not limited to the interpretation of this Agreement including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990, c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, R.S.O. 1990 c.A.24 or pursuant to any successor legislation.
18. In the event that any Municipality wishes to cease participating in the Fire Board, they may do so provided that:
 - (a) One (1) years written notice be given to the Fire Board and to the other parties. Any written notice given as aforesaid, shall terminate this Agreement as of the 31st of December of the following year in which notice is given.
 - (b) Any debt incurred, whether through the issue of Debentures or any other way, by the Municipality for Fire Board purposes, shall remain the responsibility of the Municipality.
 - (c) Any assets including reserves contributed by the Municipality to the Department shall remain the property of the Department.
 - (d) If the Department is completely dissolved, the assets are to be split, based on the formula in paragraph 15 of this Agreement.
19. It is agreed that with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.

20. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
21. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
22. In the event that any covenant, provision or terms of this Agreement should at any time be help by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers in that behalf.

**THE CORPORATION OF THE
TOWNSHIP OF AMARANTH**

PER: _____
Mayor

PER: _____
Clerk

**THE CORPORATION OF THE
TOWNSHIP OF EAST GRAFRAXA**

PER: _____
Mayor

PER: _____
Clerk

**THE CORPORATION OF THE
TOWN OF GRAND VALLEY**

PER: _____
Mayor

PER: _____
Clerk

SCHEDULE "8"

APPORTIONMENT OF COSTS TO PARTICIPATING MUNICIPALITIES IN THE GRAND
VALLEY AND DISTRICT FIRE DEPARTMENT

OPERATING COSTS

Operating costs to be apportioned by the number the Fire Calls for the previous three (3) years expressed as a percentage for each participating municipality.

CAPITAL COSTS

Definition: "Capital Costs" housing, land and fire vehicles.

Capital Costs to be apportioned by equalized assessment in each fire area in each participating municipality.

CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

BY-LAW NUMBER XX-2023

**A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP
OF EAST GARAFRAXA AT ITS MEETING HELD ON
OCTOBER 11, 2023**

WHEREAS Section 5(1) of the Municipal Act, 2001, as amended provides the powers of a Municipal corporation are to be exercised by its Council;

AND WHEREAS Section 5(3) of the Municipal Act, 2001, as amended provides that municipal powers shall be exercised by by-law;

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA
BY THE MUNICIPAL COUNCIL ENACTS AS FOLLOWS:**

1. All actions of the Council of the Corporation of the Township of East Garafraxa at the Electronic Council Meeting on October 11, 2023, to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if each report, motion, resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Head of Council and Officers of the Corporation of the Township of East Garafraxa are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and except where otherwise provided, to execute all documents necessary in that behalf.

BY-LAW READ A FIRST AND SECOND TIME THIS 11th DAY OF OCTOBER 2023

BY-LAW READ A THIRD TIME AND PASSED THIS 11th DAY OF OCTOBER 2023

Clerk

Head of Council