



## Township of Douro-Dummer Agenda for an Emergency Meeting of Council

Monday, March 16, 2020, 3:00 p.m.

Town Hall

894 South Street

Warsaw, ON K0L 3A0

**Please note**, that Council may, by general consensus, change the order of the agenda, without prior notification, in order to expedite the efficiency of conducting business

**All Cell Phones and other electronic Recording Devices must be turned off or removed** from the Council Chambers prior to the commencement of the meeting.  
A request to use any such device may be considered by Council.

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	Pages
1. Reason(s) for Emergency Meeting:	
Continuation of Municipal Business due to COVID 19	
2. Disclosure of Pecuniary Interest:	
3. Adoption of Agenda: Emergency - March 16, 2020	
4. Other Business and Staff Reports:	
4.1 Cancellation of Council and Committee Meetings	
4.2 Speed Limit on Indacom Drive, Public Works-2020-01	1
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5. By-laws:	
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7.	Adjournment	

**Overview:** On February 19, 2020, Kendra Reid (with the County of Peterborough) and I performed a ball bank test to determine an appropriate speed limit for Indacom Drive.

**Conclusion:** After performing the ball bank test it was determined that the appropriate speed limit on Indacom Drive should be posted at 20 km/h. A 20 km/h speed limit is deemed necessary for the safety of vehicular and pedestrian traffic on this roadway as per engineering specifications.

**Recommendation:**

That the Public Works-2020-01, dated February 24, 2020 regarding the speed limit on Indacom Drive be received and that Council pass a by-law to establish a speed limit on Indacom Drive of 20 km/h.

**Financial Impact:** The costs for these signs will be expensed to the project.

**Strategic Plan Applicability:**

To enhance public transportation that is accessible and effective to support the needs of the community.

To ensure that the public works department operates efficiently and effectively.

**Sustainability Plan Applicability:**

To have an accessible transportation network that places priority on active and efficient modes of transportation.

## Report Approval Details

Document Title:	Speed Limit on Indacom Drive.docx
Attachments:	
Final Approval Date:	Mar 9, 2020

This report and all of its attachments were approved and signed as outlined below:

### **No Signature found**

Harold Nelson

Crystal McMillan

Martina Chait-Hartwig



**Overview:**

As per the attached letter the Township has been successful in receiving funds through the Municipal Modernization Program to pay for the cost of completing our Service Delivery and Organizational Review which has been undertaken by WSCS Consulting.

**Conclusion:**

The funding agreement requires that our final report be submitted to the province by September 18, 2020 which is an extension from the previous deadline of June 30, 2020. This funding will allow for \$65,000.00 of our original modernization moneys to be retained for future projects and the implementation of recommendation from the Service Delivery and Organizational Review.

**Recommendation:**

That the C.A.O.-2020-08, dated March 10, 2020 regarding Municipal Modernization Program be received and that the necessary By-law to enter into a Transfer Payment Agreement be approved by Council at the appropriate time in the meeting.

**Financial Impact:**

This funding will cover the cost of Service Delivery and Organizational Review which is costed at \$64,410.00.

**Strategic Plan Applicability:**

**Sustainability Plan Applicability:**

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des Affaires  
municipales et du  
Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél.: 416 585-7000



MIN-234-2020-510

March 2, 2020

Your Worship  
Mayor J. Murray Jones  
Township of Douro-Dummer  
jjones@dourodummer.on.ca

Dear Mayor Jones,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$65,000.00 towards your project *Service Delivery and Organizational Review* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at [municipal.programs@ontario.ca](mailto:municipal.programs@ontario.ca).

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A blue ink signature of Steve Clark, written in a cursive style.

Steve Clark  
Minister

c. David Clifford, CAO, Township of Douro-Dummer  
Parliamentary Assistant Dave Smith, MPP, Peterborough—Kawartha

## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
(the "Province")**

**- and -**

**The Corporation of the Township of Douro-Dummer  
(the "Recipient")**

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Summary  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs  
and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Township of Douro-Dummer**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.



**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing



under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$65,000.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

## SCHEDULE "C" PROJECT SUMMARY

<b>Objectives</b>
<p>The objective of the Project is to review operations in order to address immediate issues of infrastructure and downloading with the goal of becoming financially sustainable in the long term. More specifically, the objectives include:</p> <ol style="list-style-type: none"> <li>1. Identifying options and opportunities to change services and service levels;</li> <li>2. Obtaining comparative data including bench marking the Recipient's services and programs with comparable municipalities; and</li> <li>3. Recommending solutions to deliver the most efficient and cost-effective services and programs.</li> </ol>
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to conduct an organizational review and a service delivery and modernization review.</p> <p>The independent third-party reviewer will:</p> <ol style="list-style-type: none"> <li>1. Prepare an inventory of services currently being provided by the Recipient and evaluate these services for alignment with the needs, wants and financial capacity of the community;</li> <li>2. Identify services including mandatory, discretionary, established and other services delivered indirectly by a third party or services not falling into any of these categories; and identify those that are being delivered at higher than standard levels;</li> <li>3. Review the organizational structure, procedures and systems, and resources allocated to the Recipient's departments with regard to the operational requirements and objectives that have been assigned;</li> <li>4. Determine the most cost-effective and strategic way to structure Recipient operations to meet current and future needs, taking into account other stakeholder partnerships that exist or could be created within the community;</li> <li>5. Compare Recipient services and operations to those in similar communities across Ontario, with emphasis placed on identifying those who are regarded as employing best practices.</li> <li>6. Recommend practical, achievable and realistic revisions/adjustments to the overall organizational structure, which may include: <ol style="list-style-type: none"> <li>a. Clarifying roles, responsibilities and authority of management staff;</li> <li>b. Eliminating duplication and overlap of responsibilities;</li> <li>c. Improving the utilization of technological solutions to the service delivery model;</li> <li>d. Improving the delivery time and quality of services provided by the Recipient;</li> <li>e. Identifying opportunities for cost efficiencies.</li> </ol> </li> <li>7. Practical, achievable and realistic alternative structures and resources through which the Recipient could partner with other local stakeholders to leverage its investments in a strategic manner.</li> </ol>

8. Identifying any value-added products or services.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include:

1. Specific recommendations for the improvement of services, programs and resources, including recommendations on service reduction, expansion, discontinuation or alternative ways to deliver services; and
2. Recommendations for changes to the operational structures based on the recommended service delivery model.

**SCHEDULE "D"**  
**BUDGET**

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ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$65,000.00



**SCHEDULE "E"**  
**PAYMENT PLAN**

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<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• Execution of the Agreement</li></ul>	Initial payment of \$48,750.00 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of Interim Progress Report to the Province</li><li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li><li>• Submission of Independent Third-Party Reviewer's Report to the Province</li><li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li><li>• Submission of Final Report to the Province</li></ul>	Final payment of up to \$16,250.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report

## SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

### **Report Details**

#### **1. Interim Progress Report**

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

#### **2. Final Report**

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

**Overview:**

In 2019 the Township was approached by Peterborough GreenUp to partner on an innovative program for the Hamlet of Warsaw called Sustainable Urban Neighbourhoods (SUN). The Township provided \$5000.00 of funding towards the project and two new water gardens were able to be created with community participation at the Warsaw Community Centre and at the Municipal Office. This program will be wrapping up at the end of May 2020 and Peterborough GreenUp have approached us regarding creating a third water garden on municipal property at the Back Dam Park on Rock Road.

**Conclusion:**

This is an opportunity for the Township to enhance the Back Dam Park and complement the existing pollinator waystation garden that the Otonabee Conservation Authority had created in 2019. Copies of the Planning Plan and Site Condition Information is attached to this report. Staff have met with GreenUp to review the plans, have no concerns and welcome the opportunity to have this innovative garden as part of the Park. To move forward with this project, GreenUp is requesting that the Township enter into a Planting Agreement which outlines both parties responsibilities regarding the project.

**Recommendation:**

That the C.A.O.-2020-10, dated March 10, 2020 regarding a Request from Peterborough GreenUp regarding the SUN Program be received and that Council pass the By-law to enter into a Planting Agreement at the appropriate time in the meeting.

**Financial Impact:** GreenUp has funding to cover the cost of the installation of the garden. A maintenance plan will be provided to the Township at the end of the project.

**Strategic Plan Applicability:**

This recommendation is consistent with the adopted Strategic Plan under the Environmental Goal wherein we have committed *"to preserve and enhance the natural heritage features and resources of the Township."*

**Sustainability Plan Applicability:**

This recommendation is consistent with the Natural Assets theme of the adopted Sustainability Plan wherein we have committed to *"preserve, enhance, and restore our natural assets to maintain ecological health"*.

# Back Dam Park

Installation: 25 May, 2020

*Design created by Jenn McCallum*

*Design created by Jenn McCallum*



## Back Dam Park Planting Plan

902 Rock Road, Warsaw, ON

Proposed planting date: Monday, May 25, 2020

Contact: Jenn McCallum, Water Programs Coordinator at GreenUP

[Jenn.mccallum@greenup.on.ca](mailto:Jenn.mccallum@greenup.on.ca) or 705-745-3238 ext 208

### Current site conditions

- Shallow, rocky soil
- Drought in summer
- Ephemeral stream that flows through the southwest side of the land
- There is a pavilion with a picnic table, a playground, and a garbage receptacle, as well as parking at the site. There is also a bridge that goes over the ephemeral stream on-site. Families use the site for swimming and to access the Indian River.
- Who maintains this space? Who mows the grass in the summer? Would there be a possibility for watering plants as they establish along the ephemeral stream?
- Will permitting be required from Otonabee Conservation to plant at this site?
- 76% (n=26) of 41 respondents to the Warsaw Water Survey use Back Dam Park for recreation
- Feedback from the Warsaw Water Gathering showed an interest in more shade, tree planting, and less mowing at Back Dam Park
- Otonabee Conservation has planted a pollinator garden along the southeastern side of the property, near the ephemeral stream

## Site map





## Site photos



## Plants proposed for this site

- Topsoil requirements: approx. 0.5 cubic yards (Triple mix recommended)
- Mulch requirements: approx. 1 cubic yard
- Stakes with twine or fencing is recommended to protect the plants from mowing and human impacts. If stakes are used, 2 stakes per shrub or tree are recommended, and stakes around wildflower area and around grasses.
- In updated version of planting plan, Butterfly Milkweed has been moved to south end of planting site closer to Rock Road, because it can tolerate some exposure to road salt.

Trees	Number
Hop Tree	2
Red Cedar	1
<b>Total</b>	<b>3</b>

Shrubs	Number
Fragrant Sumac	4
New Jersey Tea	9
Ninebark	8
<b>Total</b>	<b>21</b>

Wildflowers	Number
Butterfly Milkweed	13
Common Milkweed	6
Heath Aster	14



Purple Coneflower	5
Wild Bergamot	6
<b>Total</b>	<b>44</b>




Grasses	Number
Indian Grass	6
Little Bluestem	9
Prairie Dropseed	3
<b>Total</b>	<b>18</b>




Ferns	Number
Christmas Fern	10
<b>Total</b>	<b>10</b>




<b>Total number of plants</b>	<b>96</b>
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Trees								
Common name	Scientific name	Sun or shade requirements	Height	Spread	Photo	Notes	Bloom time	Maintenance
Eastern Red Cedar	<i>Juniperus virginiana</i>	Full sun	30-40 feet	20 feet		Tolerates saline soils, salt spray, deer, drought, erosion, dry soil, shallow-rocky soil, black walnut, and air pollution.	Non-flowering, but produces blue berries	Low maintenance.
Hop Tree	<i>Ptelea trifoliata</i>	Part shade to full shade	15-20 feet	15-20 feet		Tolerates drought, dry soil, and shallow rocky soil.	Blooms greenish white, fragrant, insignificant flowers in June. Produces showy fruit that can be used as a hop substitute.	Low maintenance. Prefers dry to medium moisture. Provides winter interest. <a href="#">Species at risk in Ontario</a> (special concern status).
Shrubs								

Fragrant Sumac	<i>Rhus aromatica</i>	Full sun to part shade	3 feet	6 feet		Tolerant to rabbit foraging, drought, shallow-rocky soil, Black Walnut, and erosion.	Blooms yellow showy flowers in April.	Low maintenance. Grows in average, dry to medium, well-drained soil.
New Jersey Tea	<i>Ceanothus americanus</i>	Full sun to part shade	3-4 feet	3-5 feet		Tolerant to drought once established. Tolerates Black Walnut and shallow-rocky soils.	Blooms white, showy, fragrant blooms from May to July.	Low maintenance. Grows in average, dry to medium, well-drained soils. Not easily transplanted as it forms deep root systems.
Ninebark	<i>Physocarpus opulifolius</i>	Full sun to part shade	5-8 feet	4-6 feet		Tolerant to drought and erosion, medium maintenance, and requires dry to medium soil. Tolerates clay soil, shallow	Blooms white/pink, showy flowers from May to June.	Moderate maintenance. Grows in average, slightly acidic, dry to medium, well-drained soil. Prune after first bloom.

						rocky soil, and Black Walnut.		
Grasses								
Indian Grass	<i>Sorghastrum nutans</i>	Full sun	3-5 feet	1-2 feet		Tolerant to drought, dry soil, erosion, shallow-rocky soil, Black Walnut, and air pollution.	Blooms light brown flower with yellow stamens September to February.	Moderate maintenance. Grows in average, dry to medium, well-drained soils. Cut to the ground in late winter-early spring.
Little Bluestem	<i>Schizachyrium scoparium</i>	Full sun	2-4 feet	1.5-2 feet		Tolerant to deer, drought, erosion, Black Walnut, shallow-rocky soil, and air pollution.	Blooms purple-bronze, insignificant flower August to February.	Low maintenance. Grows in average, dry to medium, well-drained soils.
Prairie Dropseed	<i>Sporobolus heterolepis</i>	Full sun	2-3 feet	2-3 feet		Tolerant to deer foraging, shallow-rocky soil, Black Walnut, drought, dry soil, erosion, and air pollution	Blooms pink and brown, showy, fragrant flower August to October.	Low maintenance. Grows in average, dry to medium, well-drained soils.

Fern								
Christmas Fern	<i>Polystichum arcostichoides</i>	Part shade to full sun	1-2 feet	1-2 feet		Tolerates rabbit, deer, drought, heavy shade, erosion, shallow-rocky soil	Non-flowering	Low maintenance. Prefers organically rich, dry to medium, well-drained soils.
Wildflowers								
Butterfly Milkweed	<i>Asclepias tuberosa</i>	Full sun	1-2.5 feet	1-1.5 feet		Tolerant to drought, shallow-rocky soil, dry soil, erosion, and deer foraging. Moderate salt tolerance. Attracts butterflies.	Blooms yellow-orange, showy flowers June to August.	Low maintenance. Grows in average, dry to medium, well-drained soil.
Common Milkweed	<i>Asclepias syriaca</i>	Full sun	2-3 feet	0.75-1 foot		Tolerant to drought, dry soil, shallow-rocky soil, erosion, and deer foraging; attracts butterflies.	Blooms pink-white, showy, fragrant flowers June to August. Produces seed pods in the fall.	Low maintenance. Grows in average, dry-medium, well-drained soils. Allow flowerheads to go to seed.

Heath Aster	<i>Aster ericoides</i>	Full sun	1-3 feet	1-1.5 feet		Tolerant to shallow-rocky soil, erosion, and drought.	Blooms white, showy flowers with yellow centers August to October.	Low maintenance. Grows in average, dry-medium moisture, well-drained soils.
Purple Coneflower	<i>Echinacea purpurea</i>	Full sun to part shade	2-5 feet	1.5-2 feet		Tolerant to drought, deer foraging, and shallow-rocky soil.	Blooms June to August. Purple-pink, showy Bloom.	Low maintenance. Grows in average, dry to medium, well-drained soils. Divide clumps if overcrowding occurs. Leaves and flower buds can be used to make herbal tea. Harvest coneflowers beginning in their second year.
Wild Bergamot	<i>Monarda fistulosa</i>	Full sun to part shade	2-4 feet	2-3 feet		Tolerant to drought, Black Walnut, dry soil, shallow-rocky soil, and deer	Blooms pink/Lavender showy, fragrant flowers from July to September.	Moderate maintenance. Grows in dry/medium, well-drained soils. Cut back in fall. Self seeds.

						foraging, attracts humming- birds and butterflies.		
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## SUSTAINABLE URBAN NEIGHBOURHOODS (SUN)

### PLANTING AGREEMENT | PROPERTY OWNER

Sustainable Urban Neighbourhoods (SUN) is a program offered by GreenUP from 2017 until 2020 in the City of Peterborough, and from 2019 to 2020 in the Hamlet of Warsaw. The Peterborough SUN program is funded by the Ontario Trillium Foundation, and the Warsaw program is funded by RBC Foundation.

SUN is modelled on the SNAP (Sustainable Neighbourhood Retrofit Action Plan) program offered through the Toronto Region Conservation Authority. SUN involves collaboration between the Participating Property owners, local partners, and volunteers in the community. SUN will support Participating Property Owners with the installation of a landscape retrofit, which could include shoreline planting or the installation of a rain garden. The time and efforts spent by the Participating Property Owners leading to the completion of the retrofits will not be reimbursed.

**If your application is approved, GreenUP agrees to:**

1. Select and approve Participating Property Owner's applications based on a fair and open process.
2. Provide first point of contact to support the Participating Property Owner as soon as the undersigned is accepted into the SUN program.
3. Collaborate with the Participating Property Owner to create a detailed design for shoreline planting or rain garden installation.
4. Coordinate and oversee a planting workday at the property of the Participating Property Owner, including volunteer recruitment (if the property owner is unable to recruit volunteers), volunteer training, resources, in-kind support management, job task planning, plants and materials, and health/safety training and enforcement.
5. Train and mentor the Participating Property Owner on maintenance, troubleshooting, and evaluation of the retrofit installation during the duration of the SUN program. A maintenance plan will be provided for each retrofit.
6. Communicate with Participating Property Owner on the evaluation of the Project for at least one year after installation (as per Item 8 below).
7. Assist Participating Property Owner to address, troubleshoot, and/or solve any functional problems with the retrofit installation for up to 1 year after the installation of retrofits, or for as long as the organization has capacity to do so dependent on funding and resources.

**The undersigned Participating Property Owner agrees to:**

1. Host an installation event/workday to implement the retrofit located in the participating property owner's front or side yard.
2. Work with representatives of GreenUP to develop and agree on a design for the project and a date for the installation workday.
3. Recruit volunteers to help plant the garden or trees in advance of the installation date, and provide the names of volunteers to GreenUP ahead of the installation workday.
4. Provide access to the yard for storage of materials (soil, mulch, plants, etc.) and tools in advance of the installation event(s).

5. Provide access to the yard and household facilities (drinking water, shaded area, and washroom) for the duration of the installation event(s).
6. The property owners are responsible for keeping the work area free of obstructions and for protecting their personal items and vehicles near the installation event(s).
7. Maintain retrofit options, such as gardens, for the period of at least five (5) years. Maintenance is expected to include (but not limited to): attendance at a maintenance training session, watering (especially within the first year), weeding, pruning, mulching, re-planting etc.
  - Allow GreenUP to cultivate seed from specific plant varieties (such as Prairie Drop Seed).
  - If a garden must be removed, Participating Property Owners agree to advise GreenUP in a timely manner and to allow GreenUP to transplant plants from the property into a new or existing garden on a different property.
8. Participate in an evaluation of the project, which may include (but is not limited to):
  - Completion of a post-workday form or survey.
  - Providing observations of garden or tree health for a period of at least one year. This can be a quick email or log entry saying it is functioning as intended or notification that it is not working, overflowing, or other problem that you feel GreenUP should be aware of.
  - Filling out a quick follow-up form at 6 months and 12 months post-installation.
9. Allow GreenUP to take photographs and/or videos of the property to determine site suitability for a planting project.
10. Allow GreenUP to take photographs and videos at the installation workday, of property owner and volunteers and the property.
11. Allow posting of a lawn sign at a visible location on the property. The lawn sign will help raise public awareness of on-site green infrastructure and benefits of gardens and other add-ons.
12. Allow GreenUP to occasionally access the property to observe the shoreline or garden and/or take photos up to 18 months after installation.
13. Allow GreenUP to include and have access to the property for future educational opportunities such as walking tours. Occasional tours that may visit the garden will be viewed from the sidewalk only, unless permissions have been given in exception.

\*\* If a property owner is unable to recruit volunteers for their garden installation date, they must inform GreenUP staff at least 2 weeks before the installation, so that GreenUP staff may recruit volunteers. The property owner will still be expected to provide access to washrooms and refreshments for volunteers during the installation date.

### Liability Release

Participating Property Owners release and waive GreenUP from any and all liability for any loss, damage, injury, or expense incurred due to participating in the SUN program, and any long-term maintenance, troubleshooting, or loss of function of the retrofits completed through the SUN program.

GreenUP shall not be responsible and shall not bear any liability for (i) any injury, death, damage or cost incurred by the property owners in any way connected with the project work or due to any failure of the project work; (ii) any damage to the property owners' property resulting in any way from the project work; and (iii) any failure or default by a Contractor, any Supplier, or any warranties or guarantees associated with the products supplied. The property owners release GreenUP from all actions, suits, and claims related to construction, maintenance or repair of the project work.

It is recommended that the property owner acquire property owner's insurance with a minimum \$1,000,000 liability towards the planting event.

### Photo/video Release



Allow photos and videos of the retrofits to be taken and be used by GreenUP in any format and on any media, including and not limited to prints, posters, web sites, and social media. When photos and videos are taken they will not be used to disclose any personal or identifiable information about the Participating Property Owner and their family, unless otherwise agreed.

### **Termination of the Agreement**

Participating Property Owners are free to request withdrawal from the SUN program at any time. However, they are required to provide a written and signed explanation if the withdrawal occurs after the design has been finalized and approved by GreenUP and the Participating Property Owner.

### **Privacy**

Contact information provided below will be stored internally at GreenUP for the purpose of the SUN program only. Property Owner privacy and confidentiality will be respected. A designated representative from GreenUP will be the first point of contact for the Property Owner for any questions or concerns. (Participating Property Owners may waive the right to privacy if they prefer to become a public champion of the SUN program.)

## Designated Representatives from GreenUP:

### Jenn McCallum

Coordinator | Sustainable Urban Neighbourhoods (SUN)  
GreenUP  
705-745-3238 ext. 208  
jenn.mccallum@greenup.on.ca

### Hayley Goodchild

Coordinator | Sustainable Urban Neighbourhoods (SUN)  
GreenUP  
705-745-3238 ext. 213  
hayley.goodchild@greenup.on.ca

## Participating Property Owner Information

Name (First and Last): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address (for the project): \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Type of retrofit requested: \_\_\_\_\_

Reason for the requested retrofit (garden or tree installation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing I acknowledge that I have read, understand and agree to the above:

\_\_\_\_\_  
Signature Name (Printed) Date Signed

(Participating Property Owner)

\_\_\_\_\_  
Signature Name (Printed) Date Signed

(GreenUP)

## FOR OFFICE USE ONLY

Agreement received by: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A: Photograph Release

### Authorization to release photographs and video(s):

I, \_\_\_\_\_ hereby authorize **GreenUP** staff to take photograph(s) and video(s) of:

- ☐ My property in order to determine the suitability of my property for a shoreline planting or rain garden installation. GreenUP staff may want to stop by later to take photos when I am not home, and I authorize them to do so.
- ☐ Myself and my family, as they deem fit and appropriate to GreenUP's promotional purposes, especially if my site is chosen for a garden or tree and/or if I am involved in installing gardens.

Regarding photographs of myself, my family, and my property:

I am aware and agree that these photographs may be used in the media for broadcast or in printed publications, on GreenUP's internal and external internet websites, in public displays by and for GreenUP, or in GreenUP publications.

I waive any right to inspect or approve the finished photograph or printed matter that may be used in conjunction therewith, or to the eventual use that it might be applied.

I release, waive and forever discharge GreenUP of and from all claims and demands whatsoever arising out of GreenUP's use of the said photograph(s).

I have read the foregoing release, authorization and agreement, before affixing my signature below, and warrant that I fully understand the contents and intent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

I hereby certify that I am the parent and/or guardian of \_\_\_\_\_, a minor under the age of 18 years of age. I hereby consent that any photographs which have been taken by GreenUP may be used by them for the purposes, as stated above, signed by the minor named above, with the same force and effect as if executed by me.

\_\_\_\_\_  
Parent or Guardian signature

\_\_\_\_\_  
Address

<b>Legal Description/ Address:</b>	Concession 3, Part lot 27, RP 45R1243 Part 2, 2100 McCracken's Landing Road, Dummer Ward Roll No. 1522-020-004-10801 Township of Douro-Dummer, Former Township of Dummer
<b>Owner/Applicant:</b>	Gerald and Elizabeth Garbutt
<b>File Name:</b>	R-05-20

**Overview:** We are in receipt of an application to amend the zoning on the vacant lot owned by Mr. & Mrs. Garbutt located on McCracken's Landing Road. The property is currently zoned Rural (RU), Environmental Conservation (EC) and Development 2 (D2) Zones. The D2 Zone is on the property as it is within proximity to a closed landfill site. Development in the D2 Zone must comply with Policy D-1 (attached) which requires the applicants to undergo water testing to determine that there is no adverse impact from the closed landfill site. The applicants have undertaken the water testing through GHD Inc.; based on the results, GHD concluded that it is "our professional opinion that there is negligible potential for the development to be impacted by the former landfill and no further work is required.

Included with the application for the zoning by-law amendment is the following study:

- Hydrogeological Investigation Report, prepared by GHD, dated April 4, 2019 (attached)

The application is to rezone the property to allow for residential uses and to recognize the deficient lot frontage.

Conformity to Provincial Policy Statement: The application appears to be in conformity with the PPS. There is no evidence that the application conflicts with the Growth Plan.

Conformity to Official Plan: The Official Plan designates the property as Rural and within the 500 metre buffer area of a waste management area. Residential uses are permitted in the Rural Designation.

### **Conclusion:**

Section 34 (10.4) of The Planning Act requires Councils to determine that they have received a "complete application" and the Applicant is to receive a response concerning the completeness of their application.

Note: You will note in the application a 'Proposed Public Consultation Strategy'. This is included due to Bill 73 which made some amendments to the Planning Act. Section 31.1

of O.Reg. 545/06 now requires that a proposed strategy for consulting with the public with respect to the application be provided with zoning by-law amendment applications.

The application would appear to contain all the information necessary to process it. Once the application is deemed complete, the studies will be sent to the appropriate agencies for review prior to a public meeting date being set.

**Recommendation:**

That the Clerk/Planning-2020-14, dated March 4, 2020 regarding Application for Rezoning – File R-05-20 Garbutt, Roll No. 1522-020-004-10801 including the study submitted with the application be received, that the application for a zoning by-law amendment be deemed a complete application and staff be authorized to start processing the application under the Planning Act.

**Financial Impact:** All costs related to a rezoning are typically the responsibility of the owner. The cheque submitted with the application is being replaced because of an error in the amount that was submitted.

**Strategic Plan Applicability:** N/A

**Sustainability Plan Applicability:** N/A

**Report Approval Details**

Document Title:	Application for Rezoning – File R-04-20 Arnold.docx
Attachments:	
Final Approval Date:	Feb 11, 2020

This report and all of its attachments were approved and signed as outlined below:

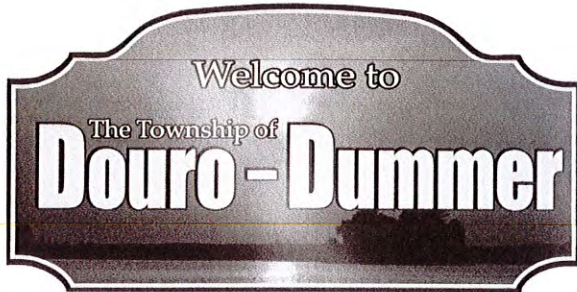
Martina Chait-Hartwig

**Report Approval Details**

Document Title:	Application for Rezoning – File R-05-20 Garbutt.docx
Attachments:	<ul style="list-style-type: none"><li>- R-05-20 - Application.pdf</li><li>- R-05-20 - Hydrogeological Investigation Report - McCracken Landing Road D-4 study.pdf</li><li>- D1 - Development Close to Landfill Sites.docx</li></ul>
Final Approval Date:	Mar 10, 2020

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

**Office Use Only**

File No.	R-05-20
Date App. Submitted	Feb 24, 2020
Application Fee	\$ Twp 1460 ORCA 425
Date Fee Received	Feb 24, 2020
Date Application Deemed Complete	
Roll No.	020-004-10801

## Township of Douro-Dummer Application for Amendment to Zoning By-law #10-1996, as amended

(Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended)

**1.0 Applicant Information**

Registered Owner(s): GARBUTT GERALD WAYNE / ELIZABETH JANE  
(Please Indicate Name(s) *Exactly* as Shown on the Transfer/Deed of Land)

Address: 602 GOLF COURSE RD.,

DOURO-DUMMER, ON

CANADA

K0L-2H0

Email: jergar@nexicom.net

Phone: (home) 705-652-6187

Phone: (work) \_\_\_\_\_

Phone: (cell) 705-749-7617

Fax: \_\_\_\_\_

**2.0 Agent Information**

Authorized Agent (if any): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: (home) \_\_\_\_\_

Phone: (work) \_\_\_\_\_

Phone: (cell) \_\_\_\_\_

Fax: \_\_\_\_\_

**3.0 Other Information – Charges Against the Land**

If known, the name(s) and address(es) of holder(s) of any mortgages, charges or other encumbrance(s) in respect of the subject land: \_\_\_\_\_



**4.0 Legal Description/Location/Property Characteristics/Access to Subject Land:**

County <b>PETERBOROUGH</b>		Township <b>DOURO-DUMMER</b>	Ward (Former Township) <b>DUMMER</b>
Concession Number(s) <b>3</b>	Lot Number(s) <b>27</b>	Legal Description: <b>Part of the East Half of Lot 27, Con. 3, designated as Part 2, Plan 45R-1243, Twp of Douro-Dummer</b>	
Registered Plan No:	Lot(s)/ Block No.	Civic/911 Address: <b>2100 McCrackens Landing Rd.</b>	
Reference Plan No:	Part Number(s):	Are there any easements or restrictive covenants affecting the property?	
Date subject land was purchased by current <b>2005/03/18</b>			

**4.1 Dimensions of the Subject Land**

Frontage:	Depth:	Area:
<input type="checkbox"/> Water: _____	<input type="checkbox"/> Min: _____	<b>Approx 24.25 acres</b>
<input type="checkbox"/> Road: <b>125'</b>	<input type="checkbox"/> Max: <b>2,373'</b>	

**4.2 Access to the Subject Land**

<b>Access to Subject Property –</b>		<input checked="" type="checkbox"/> <b>Existing</b>	or	<input type="checkbox"/> <b>Proposed</b>
<input checked="" type="checkbox"/> Municipal Road – maintained year round		<input type="checkbox"/> Private Road		
<input type="checkbox"/> County Road		<input type="checkbox"/> Right-of-way		
<input type="checkbox"/> Provincial Highway		<input type="checkbox"/> Water		
<input type="checkbox"/> Other public road (Specify):				
Name of Road/Street:		<b>McCrackens Landing Road</b>		
<b>If access to the land is by water only:</b>				
Where are parking and docking facilities:				
Approximate distance from subject land:				
Approximate distance from nearest public road:				



**5.0 Official Plan Designation and Zoning**Official Plan Designation: Rural, 500 m w/mPlease provide an explanation of how the application for rezoning will conform to the Official Plan  
residential Uses permitted in rural designationZoning By-law Designation: RU, D2, ECIs the subject land in an area where zoning conditions apply? ☒ Yes ☐ No. If yes, please explain how the application conforms to the Official Plan policies relating to zoning with conditions: Rural section**5.1 Density and Height Requirements**Are there minimum and maximum density requirements on the property: ☒ Yes ☐ No  
If Yes, what are they and are they being met? Rural SectionAre there minimum and maximum height requirements on the property: ☒ Yes ☐ No  
If Yes, what are they and are they being met? Rural Section**6.0 Purpose of the Application**Please describe the nature and extent of the rezoning request: Rezone to Special District. to remove D2 zone and to reduce the frontage requirement to 125'Please explain the reason for the requested rezoning: To be able to develop the property**7.0 Settlement/Employment Areas**

Does the application propose to implement or alter a boundary of an area of settlement:

☐ Yes ☒ No If Yes, please explain the details of the Official Plan or Official Plan Amendment that deal with this matter? \_\_\_\_\_Does the application propose to remove land from an area of employment (Hamlet or Special Industrial properties): ☐ Yes ☒ No If Yes, please explain the details of the Official Plan or Official Plan Amendment that deal with this matter? \_\_\_\_\_



**8.0 Property Characteristics, Access and Servicing Information**

<b>Water Supply:</b>	Please identify the type of water supply serving the subject property:
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed	<input checked="" type="checkbox"/> Privately-owned/operated individual well <input type="checkbox"/> Privately-owned/operated communal well <input type="checkbox"/> Publicly-owned/operated piped water system <input type="checkbox"/> Lake or other water body <input type="checkbox"/> Other (specify): _____
<b>Storm Drainage:</b>	Please identify the type of storm drainage serving the subject property:
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed	<input type="checkbox"/> Sewers <input type="checkbox"/> Ditches <input type="checkbox"/> Swales <input checked="" type="checkbox"/> Other (specify): <u>Natural</u>
<b>Sewage Disposal:</b>	Please identify the type of sewage disposal serving the subject property:
<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Proposed	<input checked="" type="checkbox"/> Privately-owned/operated individual septic system <input type="checkbox"/> Privately-owned/operated communal septic system <input type="checkbox"/> Publicly-owned/operated sanitary sewage system <input type="checkbox"/> Privy <input type="checkbox"/> Other (specify): _____
	If the sewage disposal system is proposed, have you obtained a permit from the Peterborough Public Health? <input type="checkbox"/> Yes    or <input checked="" type="checkbox"/> No Permit Number: _____  Does the application permit development on Privately-owned/operated individual or communal septic systems and more than 4500 Litres of effluent would be produced per day as a result of the development being completed? (this is usually anything above or beyond a regular single family dwelling) <input type="checkbox"/> Yes    or <input checked="" type="checkbox"/> No If yes, the following are required: a) A servicing options report    Date received: _____ b) A hydrogeological report    Date received: _____
<b>Source Water Protection Area:</b>	Is your property within a vulnerable area as defined by the Source Water Protection Plan? <input type="checkbox"/> Yes    or <input checked="" type="checkbox"/> No  If yes, have you attached the required clearance notice from the Risk Management Official with your application? <input type="checkbox"/> Yes    or <input checked="" type="checkbox"/> No



**9.0 Existing and Proposed Uses and Structures:**

What is the subject land currently used for? vacant

How long have the existing uses of the subject land continued? \_\_\_\_\_

What are the proposed uses of the subject land? Residential

In the tables below, please provide information regarding all existing and proposed structures (this information must also be included on the site plan provided with the application). **Please note** that an up-to-date location survey will be required.

**Existing Structures** (in metric)

Type of Structure	Ground Floor Area	Gross Floor Area	Number of Storeys	Length	Width	Height	Date Constructed
NA							

Please place an asterisk (\*) beside any existing structure that will be demolished.

**Proposed Structures** (in metric)

Type of Structure	Ground Floor Area	Gross Floor Area	Number of Storeys	Length	Width	Height
UNKNOWN At this time						

**Will the proposal add any of the following?**

	Yes	No	If yes, please provide:	Existing	Proposed
Total Living Area	<input type="checkbox"/>	<input type="checkbox"/>	Size		
Bedrooms	<input type="checkbox"/>	<input type="checkbox"/>	Number		
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	Number		
New Plumbing Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	Number of Fixtures		



**10.0 Existing and Proposed Structures: Setbacks**

In the tables below, please provide information regarding all existing and proposed structures (this information must also be included on the site plan provided with the application). **Please note** that an up-to-date location survey will be required.

**Existing Structures** (in metric)

Type of Structure	Front Lot Line	Rear Lot Line	Side Lot Line	Side Lot Line	Water yard	Other (specify)
NA						

Please place an asterisk (\*) beside any existing structure that will be demolished.

**Proposed Structures** (in metric)

Type of Structure	Front Lot Line	Rear Lot Line	Side Lot Line	Side Lot Line	Water yard	Other (specify)
UNKNOWN						

**Note:** Information regarding the definitions of the requested dimensions and setbacks can be obtained from the Township's Zoning By-law 2010-55.

**Lot Coverage** (in metric and percentage)

	Existing	Proposed
Principle Use (i.e. Dwelling)	NA	
Accessory Structures		
Total		

**11.0 Other Information:**

Please provide any additional information that you feel may be relevant in the review of this application on additional pages as necessary.

**12.0 Other Planning Applications**

Please indicate if the subject land is or has been the subject of an application under the Planning Act.

Type of Planning Application	Yes	No	File Number	Status
Approval of Plan of Subdivision (under Section 51)	<input type="radio"/>	<input checked="" type="radio"/>		
Consent (Severance) (Section 53)	<input checked="" type="radio"/>	<input type="radio"/>	B-81-92 B-8292	Final
Minor Variance (Section 45)	<input type="radio"/>	<input checked="" type="radio"/>		
Other:	<input type="radio"/>	<input checked="" type="radio"/>		



**13.0 Provincial Plans**

Is the application consistent with the Provincial Policy Statements? ☒ Yes or ☐ No

Is the subject property within an area of land designated under any provincial plan(s)? ☒ Yes or ☐ No  
**(Growth Plan applies to the entire County of Peterborough)**

If yes, does the application conform to or meet the intent of the provincial plan(s)? ☒ Yes or ☐ No

**14.0 Public Consultation Strategy:**

Please provide a description of the Public Consultation Strategy that will be used by the applicant during the zoning by-law amendment process to ensure that the public is consulted, please attached additional pages if needed:

*Follow the regulations of the planning act  
regarding given notice*

**15.0 Authorization by Owner to Appoint an Agent:**

I/We \_\_\_\_\_, being the owner(s) of the subject land,  
 hereby, authorize \_\_\_\_\_ to be the applicant in the submission of this  
 application.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_


Date \_\_\_\_\_

**16.0 Freedom of Information:**

For the purposes of the Freedom of Information and Protection of Privacy Act, I/We authorize and consent to the use by or the disclosure to any person or public body or publishing on the Municipal website any information that is collected under the authority of the Planning Act for the purposes of processing this application.

  
Owner/Applicant/Agent Signature

  
Date

  
Owner/Applicant/Agent Signature

  
Date

**17.0 Access to Property:**

I/We Gerald Garbutt  
Elizabeth Garbutt, hereby, authorize the members of the Council of the Township of Douro-Dummer or their agent(s)/representative(s) to attend at the subject property located at [insert address] 2100 McCrackens Landing Road.

  
Owner/Applicant/Agent Signature

  
Date



**18.0 Declaration of Applicant:**


I/We GERALD GARBUTT  
Elizabeth Garbutt of the Douro-Dummer in the  
(name of owner(s)/agent(s) (city/town/township in which you reside)  
PETERBOROUGH in Ontario solemnly  
(County/Upper-tier municipality, if applicable) (Province/Territory)  
 declare that:

All the statements contained in this application and provided by me are true and I  
 make this solemn declaration conscientiously believing it to be true and knowing  
 that it is of the same force and effect as if made under oath

Declared before me at the Township of  
 Douro-Dummer in the County of Peterborough  
 this 24<sup>th</sup> day of February, 2020

  
 Signature of Commissioner, etc.

**To be signed in the presence  
 of a Commissioner for taking affidavits**

  
 Owner/Applicant Agent Signature

  
 Owner/Applicant Agent Signature

Crystal McMillan  
 Clerk/Planning Coordinator  
 Commissioner of Oath

This application must be accompanied by the Township of Douro-Dummer Zoning By-law  
 Amendment Fee (\$1460.00) plus the ORCA fee in cash, Interac or cheque made payable  
 to the Treasurer of the Township of Douro-Dummer.

Personal information contained on this form, collected pursuant to the Planning Act, will be used for the purpose of  
 responding to the initial application. Questions should be directed to the Freedom of Information and Privacy Coordinator at  
 the institution conducting the procedures under the Act.



File Name/No. \_\_\_\_\_

Roll No. \_\_\_\_\_

## Affidavit

In the Matter of a **Zoning By-law** application to the Township of Douro-Dummer,

I/We, GERALD ELIZABETH GARBUTT, make oath and say that:  
*[Print Owner/Applicant/Agent name]*

1. I am: *[Place a clear mark within the square opposite one of the following paragraphs that describes capacity of deponents.]*



the applicant or one of the applicants in the Application(s).



the authorized agent acting in this matter for the applicant or applicants.



an officer of the corporate applicant named in the Application(s).

2. On or before the *[Insert date]* mutually agreed date,  
 I will ensure that the notice or notices of the Application(s) provided to me (or the Applicant, as the case may be) by the Township of Douro-Dummer have been posted so as to be clearly visible and legible from a public highway, or other place to which the public has access, at every separately assessed property in the area that constitutes the subject land of the Application(s) or, where posting on the property was impractical, at a nearby location so as to adequately indicate to the public what property is the subject of the Application(s).

**Should the notice(s) be removed, by any means from the posting area(s), I will immediately contact the Township of Douro-Dummer Planning Department for replacement copies of the notice(s).**

Declared before me at the Township of Douro-Dummer in the County of Peterborough

this 24<sup>th</sup> day of February, 2020.



Signature of Commissioner, etc.

**To be signed in the presence of a Commissioner for taking affidavits**

  
 Owner/Applicant Agent Signature

  
 Owner/Applicant Agent Signature

Crystal McMillan  
 Clerk/Planning Coordinator

**Note:** Failure to post the notices, as required by this Affidavit, may result in additional costs and/or delays with your application.

Commissioner of Oath  
 Township of Douro-Dummer



## Township of Douro-Dummer

### Planning Application Costs Acknowledgement Form

I/We, Gerald / Elizabeth Garbott  
[Print Owner/Applicant/Agent name]

**do** hereby acknowledge and agree that the payment of the fee that is submitted with this application for a Zoning By-law Amendment, as being an application fee only, will be used to defray the costs of processing this application, and;

**do** also hereby acknowledge and agree to assume all costs\*\* incurred by the Township of Douro-Dummer associated with the processing of this application that exceed the amount of the application fee, including, but not restricted to, Professional Planning Fees, Engineering Fees and Legal Fees, in addition to the municipal costs associated with this application, and;

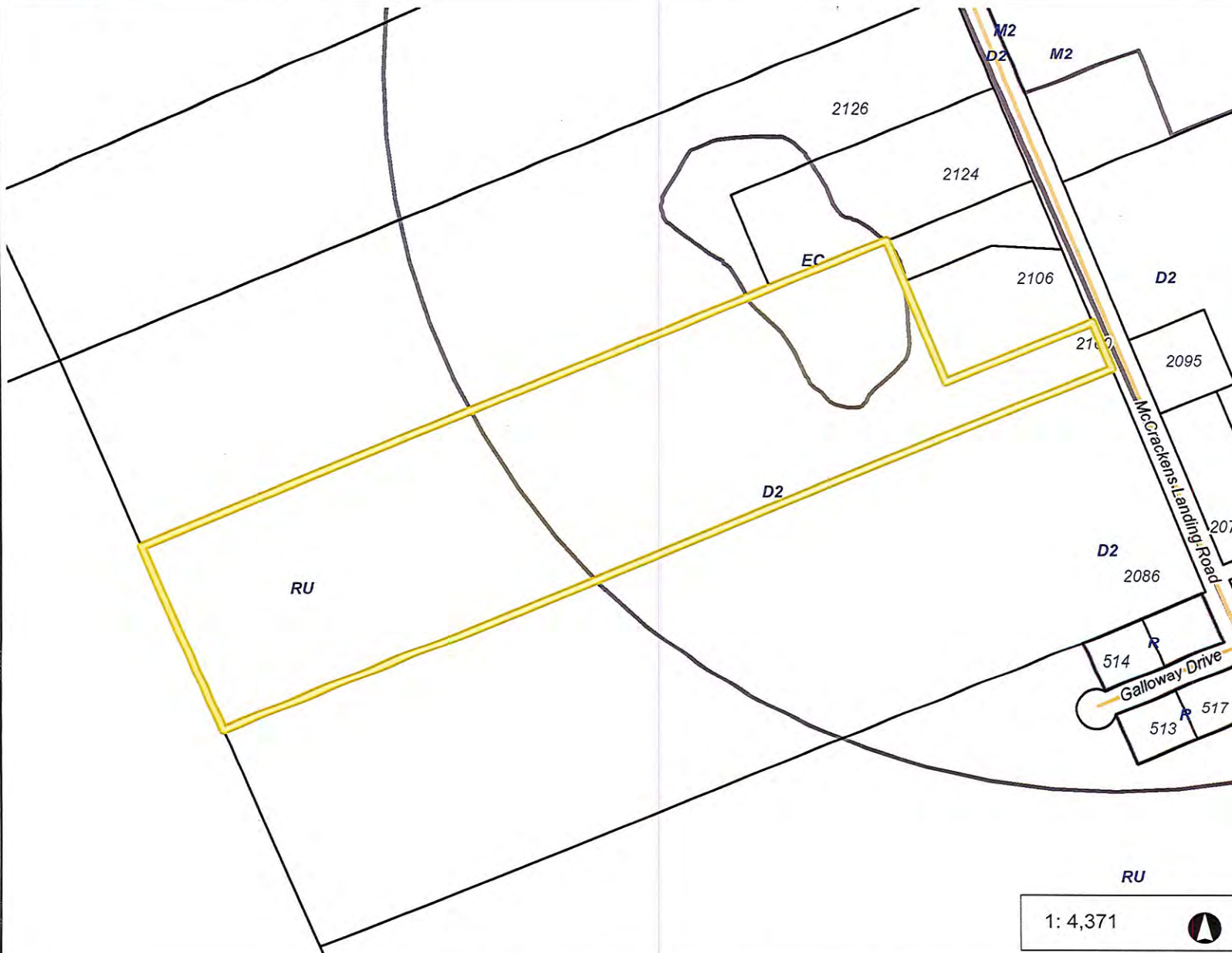
**do** also hereby acknowledge and agree to assume all costs\*\* incurred by the Township of Douro-Dummer associated with any Appeal to the Local Planning Appeal Tribunal with respect to this application.

Dated this 24 day of FEB., 2020.

  
Owner/Applicant/Agent Signature

**\*\*** Written consent from the applicant will be obtained prior to any such additional costs being incurred.





### Legend

**Roads < 50,000**

- PRIV ; Private; PRIV
- City Arterial
- City Collector and Local
- City Owned Unclassified
- Provincial
- County
- Township
- Water Access Only

**Outside Roads < 50,000**

- Major Roads
- Local Roads

**Other Features**

- Peterborough Proposed Bypass
- First Nations
- Civic Address
- Parcel Fabric
- Parcel First Nations - Canada
- Rivers
  - Intermittent
  - Permanent
- Clean Water Act Policies Apply
- Provincially Significant Wetlands
- DD Zoning Bylaws
- Lakes - Local Scale
- Municipal Boundary - Upper Tier
  - <all other values>
  - COUNTY OF PETERBOROUGH

### Notes



# Hydrogeological Investigation Report

## D-4 Study

### Proposed Residential Development

### Lot 28, Concession 3 (49R6217)

### Township of Douro-Dummer, Ontario

347 Pido Road Unit 29 Peterborough Ontario K9J 6X7 Canada  
11191637-01 | Report No 1 | April 4, 2019



## Executive Summary

This report presents the results of a hydrogeological investigation that was conducted for a proposed single lot residential development on McCracken's Landing Road in the Township of Douro-Dummer, Ontario (the Site). It is our understanding the residential development will be privately serviced by a well and septic.

The Site is located within 500 m of a property which historically has been used as a landfill site. The hydrogeological investigation was completed in general accordance with Ministry of the Environment and Climate Change (MOECC) D-4 Land Use On or Near Landfills and Dumps. Based upon the records reviewed, the area is generally comprised of shallow topsoil / sand underlain by Limestone. The landfill operations are separated by MacCracken Landing Road and do not extend onto the Site. The potential for methane migration and soil settlement is negligible.

In summary, it is GHD's opinion that the proposed development is suitable from a hydrogeological perspective with no risks to health or safety present.



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## 1. Introduction

This report presents the results of a hydrogeological investigation that was conducted for a proposed single lot residential development along MacCracken Road located at 2100 McCracken's Landing Road. The property has a geographical location of Lot 28, Concession 3, in the Township of Douro-Dummer, Ontario (the Site). The proposed residential development will be privately serviced by well and septic.

The location of the Site relative to the area of potential concern, nearby roads and water courses is illustrated on the Site Plan, Figure 1. More specific ground surface characteristics are illustrated on the Physiography, Figure 2.

## 2. Scope of Assessment

The Site was identified by the Township of Douro-Dummer to be located within 500 m of a former waste disposal site (WDS) and the hydrogeological investigation was completed in general accordance with Ministry of the Environment, Conservation and Parks (MECP) D-4 Land Use On or Near Landfills and Dumps prior to development of the lands.

The following scope of work was performed to accomplish the foregoing purposes:

1. Reviewed available background information relevant to the Site such as geologic, physiographic, contaminating activity and water resources reports and maps.
2. Carried out an inventory of available well record data on file with the MOECC for the immediate area to evaluate the physical characteristics of the aquifer complexes that underlie the region.
3. A walkover inspection was conducted to review surficial ground characteristics.
4. Prepared a detailed report using engineering analyses of the acquired data outlining our conclusions and recommendations herein.

## 3. Site Inspection and Information Review

### 3.1 General

The field program consisted of an inspection of the Site and surrounding general area on February 28, 2019 by GHD. The Site is undeveloped and wooded and is at lower elevation than McCracken Landing Road. The properties on either side have been developed as single residential properties serviced by private well and septic.

The area is generally flat with shallow groundwater flow inferred to be towards Clear Lake. The general soils characteristics of the area consist of shallow soils consisting of sand and silt till overlying limestone at depth. Soil type is illustrated on Figure 3.



### 3.2 Aggregate Pits / Landfills

No MECP records were reported for the former waste disposal site (WDS). The Township of Douro-Dummer identified its location along the east side of McCracken Landing Road, North of County Road 6, Township of Douro-Dummer, Ontario. It is understood that the landfill has not been in use for over 25 years and the lands are part of a current residential property.

The reported area was inspected and was difficult to discern the exact location. Based on aerial photography the WDS was relatively small. No indications of a fill mound, land subsidence or leachate was observed.

The WDS appears to be up gradient of the Site and groundwater flows would be cross gradient. The local Township office was contacted regarding the WDS, and no major concerns with the WDS and any potential leachate plume were known.

### 3.3 Mapping and Surrounding Land Use

A series of Ten (10) maps relevant to the Site conditions are attached in the Enclosures that include an aerial image of the area, physiographic conditions, regional topography, MOECC well record locations map, wetland information plan, surficial flow and flow direction / catchment plan and a contaminant activity plan. The Site is located in the township of Douro-Dummer, in the District of Peterborough. The adjacent properties observed at the time of the site inspection are described below.

**North:** Rural/residential and forested lands;

**South:** Rural/residential and forested lands;

**East:** Rural/residential and forested lands and,

**West:** Rural/residential and forested lands.

### 3.4 Water Bodies and Areas of Natural Significance

The Property is situated in the physiographic region known as the Dummer Moraines (Chapman and Putnam, 1984) and the localized terrain is dominated by a till moraine. The Dummer Moraines is comprised of rough stony land bordering the Canadian Shield from the Kawartha Lakes eastward. The Ontario Geological Survey information indicates that the Quaternary geology for the area is till. Till is normally comprised of a heterogeneous mixture of soil particles that range from clay through to boulders and is generally of low permeability for limited groundwater movement. Bedrock in the area is comprised of limestone. Clear Lake is north of the Site. Other drainage pathways and wetlands are presented in the attached plans. No other major areas of natural significance are located within 250 m of the property.





### 3.5 Aerial Photographs

Digital photographs from the National Air Photo Library and Google Earth were available and reviewed for the years 1963, 2009, 2012, 2016.

The photographs show that the Site and immediate surrounding area are generally wooded and have remained largely unchanged. The scale of the imagery is good but the relatively small footprint of the WDS leaves specific site detail to be difficult to define. The WDS is seen to be operational in the aerial photo from 1963. The aerial photo from 2016 presents the Site and surrounding area in general configuration with how they appeared during the site inspection.

### 3.6 Water Well Records

Information regarding groundwater characteristics of the immediate area was obtained from an inventory of well records. Eleven (11) well records were identified within 500 m of the Site for statistical breakdown. The records consist of eleven (11) drilled bedrock wells ranging in depth from 6.7 to 21.95 meters. The MOECC summary well records are presented in Figure 7.

An inquiry was made in regards to water well information records on file with the MOECC Environmental Monitoring and Reporting Branch which included wells in the immediate area. The database describes locations and characteristics of water wells found within Ontario in accordance with Regulation 903. It includes such information such as coordinates, construction date, well depth, well use etc. Also included in this database is detailed stratigraphy information, depth to bedrock and the depth to the water table.

Lands in the area are privately serviced for water and septic. Physical and hydraulic data are presented on the MOECC well records and the information indicates the presence of one (1) principal aquifer system within the bedrock.

## 4. Impact Assessment

The use and operation of a former WDS was identified within 500 m of the Site. It is the opinion of GHD that the potential for impact to the Site is negligible. An assessment of the guideline D-4 considerations is presented in the following sections.

### 4.1 Groundwater and Surface Water Contamination

No surface water was observed in the area. Regional groundwater is inferred to flow towards Clear Lake. The Site is cross-gradient of the former WDS. Drinking water in the area is pulled from drilled wells and is not expected to be impacted by the former WDS historical activities.

Groundwater samples were collected by the property owner from the on-site well to evaluate background water quality. The Certificates of Analysis is presented in Appendix C. The data is summarized and compared with the Ontario Drinking Water Standards (ODWS) in Table 4.1.



Table 4.1.: Water Quality Summary

Parameter	2100 McCracken May 10, 2018	2100 McCracken December 05, 2018	2100 McCracken March 1, 2019	ODWS
Calcium mg/L	116	141	78.4	---
Sodium mg/L	998	37.7	35.3	20 - 200 MAC - AO/OG
Manganese ug/L	20.5	17.6	16.4	50 AO/OG
Magnesium mg/L	12.0	5.26	3.24	---
Potassium mg/L	5.62	2.00	1.62	---
Iron mg/L	208	30	1400	0.30 AO
Sulphate mg/L	1700	92	26	500 AO
Chloride mg/L	310	66	49	250 AO
Nitrite – N mg/L	<0.003	0.014	<0.003	1.0 MAC
Nitrate – N mg/L	<0.006	<0.006	0.156	10 MAC
Fluoride mg/L	3.12	0.17	0.14	1.5 MAC
Alkalinity mg/L	27	271	212	30 to 500 AO
Ammonia+Ammonium mg/L	0.76	0.22	<0.04	---
pH (units)	8.28	8.06	8.06	6.5 to 8.5 AO/OG
Hardness mg/L	339	373	209	80 to 100 AO/OG
Conductivity (µmhos/cm)	3770	848	588	---
Colour (T.C.U.)	6	4	3	5 OG
Total Dissolved Solids mg/L	3168	474	321	500 AO/OG
Aluminum ug/L	140	22.4	76.8	100
Arsenic ug/L	<0.2	<0.2	<0.2	---
Barium ug/L	5.02	204	227	---
Cadmium ug/L	0.005	0.005	0.014	5
Copper ug/L	0.44	2.43	0.281	1000
Molybdenum ug/L	3.19	4.09	0.45	---
Nickel ug/L	0.7	0.8	0.5	---
Lead ug/L	0.04	0.20	0.24	10 MAC
Selenium ug/L	0.06	0.05	<0.04	10 MAC
Silver ug/L	0.002	<0.002	0.007	--
Strontium ug/L	2490	864	578	--
Thallium ug/L	0.005	0.010	<0.005	---
Titanium ug/L	1.90	0.56	1.59	---
Uranium ug/L	0.601	0.032	0.014	20 MAC
Vandium ug/L	1.04	0.07	0.09	---
Zinc ug/L	3	41	248	5000

ODWS = Ontario Drinking Water Standards, MAC = Maximum Allowable Concentration, OG = Operational Guideline, AO = Aesthetic Objective

The chemical results indicate that the following parameters exceeded the ODWS aesthetic and operational objectives in the May 2018 sample for the following:

- Sodium, Sulphate, Chloride, Fluoride, Alkalinity, Colour, Aluminum, Iron, Hardness, Lead and TDS;



It is interpreted that the well had not been completely developed at the time resulting in particulates resulting in elevated levels. The December and February samples are inferred to be more representative of stabilized conditions. Sodium, hardness, and iron are still elevated in these samples and exceedances of these parameters are common in the area. Sodium exceeds the 20mg/L value those on sodium restricted diets. Hardness was reported outside of the 80-100mg/L aesthetic range. Iron is well elevated above the aesthetic objective of 0.3mg/L and will required treatment to reduce staining and buildup on plumbing fixtures.

Overall it is our professional opinion that the results of the testing do not indicate the presence of leachate impacting the groundwater at these locations and that the elevated parameters are common to the area and fluctuate seasonally.

GHD observed no signs of stressed vegetation on or near the site due to leachate or any other evidence of leachate on the site. Based on the data, the distance from the Site and inferred groundwater flow direction, it is our professional opinion that no impact has occurred due to the WDS.

#### 4.2 Subsurface Run-off

Subsurface run-off from the WDS is expected to flow cross gradient towards Clear Lake. Subsurface run-off is not expected to flow through the Site and based on topography is not expected to have an impact.

#### 4.3 Ground Settlement

The WDS does not encroach upon the Site and no settlement is anticipated at the Site with respect to the activities.

#### 4.4 Visual Impact

The extent of WDS is not visible from the Site. There is a forested area as well as McCracken Road that separates the Site and WDS.

#### 4.5 Soil Contamination and Hazardous Waste

According to information reviewed there is no indication that the site contains hazardous waste. Based on the information reviewed, it is GHD's opinion that there is a low likelihood of soil contamination and hazardous waste impact to the Site with respect to the WDS.

#### 4.6 Landfill Generated Gases

Based on the direction of groundwater flow and the distance from the WDS to the Site it is our professional opinion that the potential for impact from landfill gases is negligible.



## 5. Conclusions and Recommendations

Based on the results of this assessment, including a review of the MOECC water well database, aerial photographs and GIS maps for the region, and our hydrogeological evaluation, it is our professional opinion that there is negligible potential for the development to be impacted by the former landfill and no further work is required.

Should questions arise regarding any aspect of our report, please contact our office.

Sincerely,

A handwritten signature in black ink, reading "Steven Gagné". The signature is written in a cursive style with a large, stylized 'S' and a long horizontal stroke at the end.

Steven J. Gagné, H.B.Sc.

A handwritten signature in black ink, reading "Nyle McIlveen". The signature is written in a cursive style with a large, stylized 'N' and a long horizontal stroke at the end.

Nyle McIlveen, P.Eng.



## 6. References

Chapman and Putnam, 1966. The Physiography of Southern Ontario, 2nd Edition. University of Toronto Press.

Chapman and Putnam, 1984. The Physiography of Southern Ontario, 3rd Edition. Ministry of Natural Resources.

Freeze, R. Allan and Cherry, John A. 1979. Groundwater.



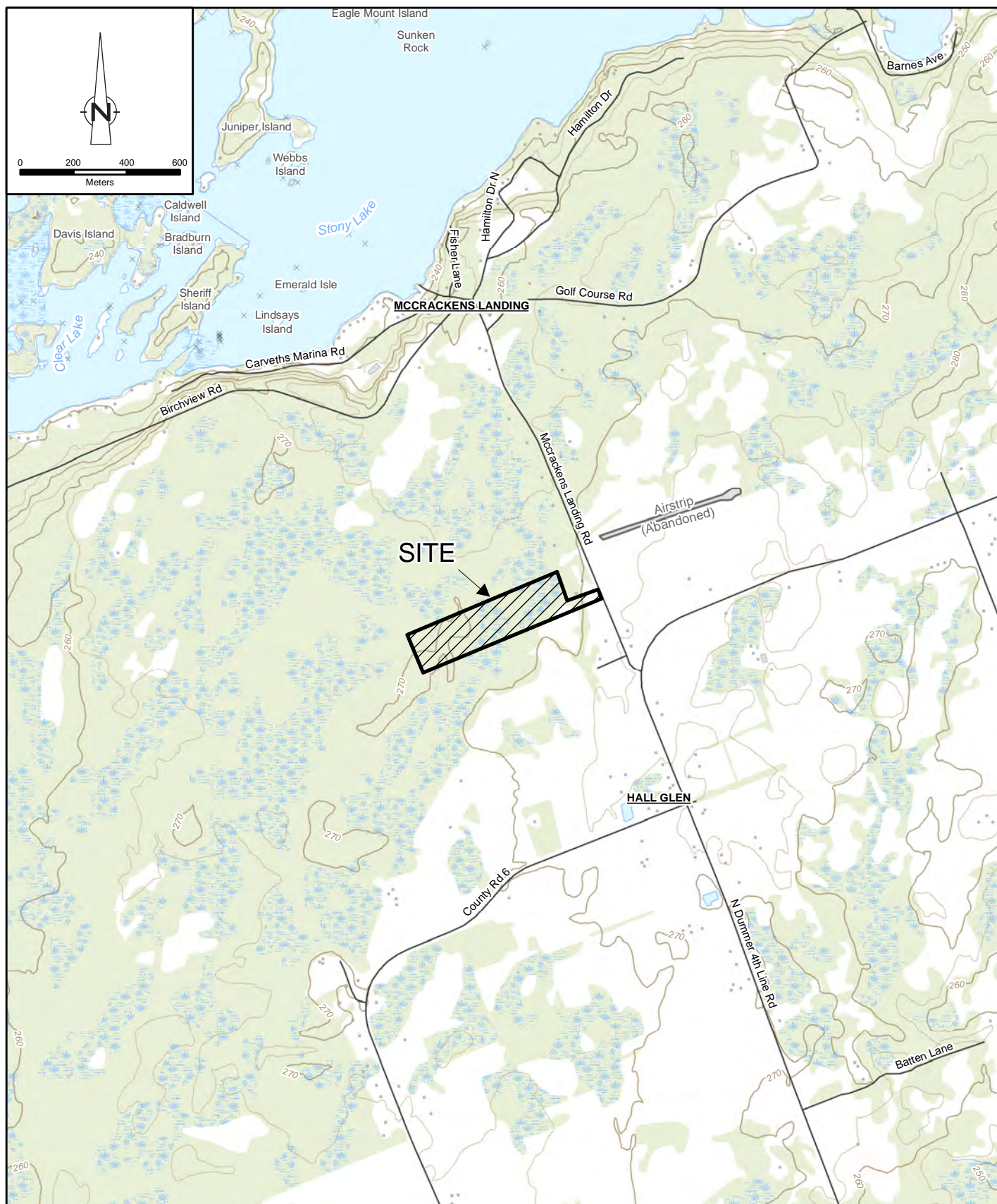
## 7. Statement of Limitations

This report is intended solely for Mr. and Mrs. Garbutt in assessing the hydrogeological (D-4) aspects of the property located between 2100 McCracken's Landing Road, in Douro-Dummer Township, Ontario and is prohibited for use by others without GHD's prior written consent. This report is considered GHD's professional work product and shall remain the sole property of GHD. Any unauthorized reuse, redistribution of or reliance on the report shall be at the Client and recipient's sole risk, without liability to GHD. Client shall defend, indemnify and hold GHD harmless from any liability arising from or related to Client's unauthorized distribution of the report. No portion of this report may be used as a separate entity; it is to be read in its entirety and shall include all supporting drawings and appendices.

The recommendations made in this report are in accordance with our present understanding of the project, the current site use, ground surface elevations and conditions, and are based on the work scope approved by the Client and described in the report. The services were performed in a manner consistent with that level of care and skill ordinarily exercised by members of hydrogeological and geotechnical engineering professions currently practicing under similar conditions in the same locality. No other representations, and no warranties or representations of any kind, either expressed or implied, are made. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties.

All details of design and construction are rarely known at the time of completion of a hydrogeological study. The recommendations and comments made in the study report are based on our subsurface investigation and resulting understanding of the project, as defined at the time of the study. We should be retained to review our recommendations when the drawings and specifications are complete. Without this review, GHD will not be liable for any misunderstanding of our recommendations or their application and adaptation into the final design.





Source: MNRF NRVIS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019.  
Coordinate System: NAD 1983 UTM Zone 17N



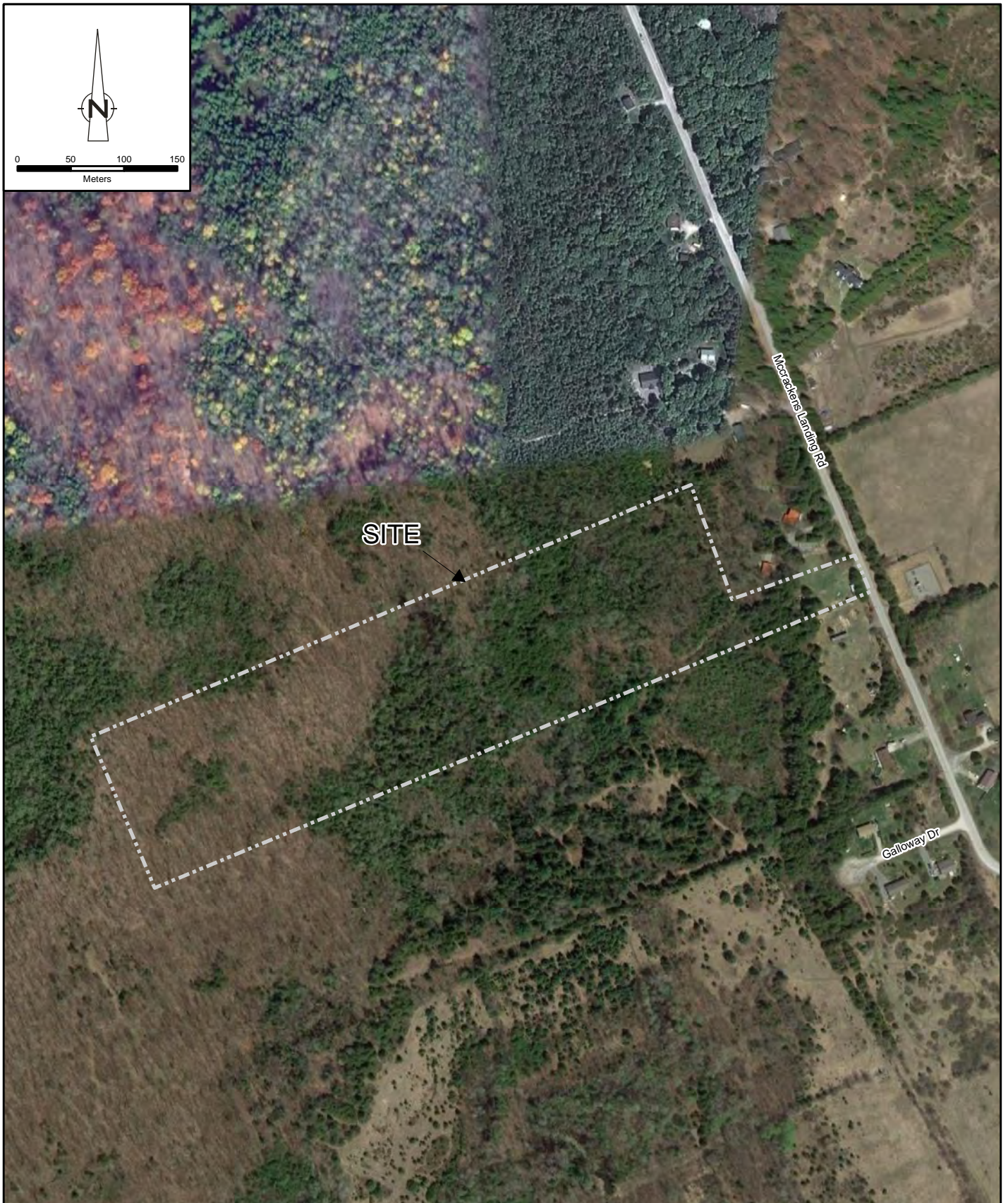
D-4 STUDY  
2100 MCCRAKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

## SITE LOCATION MAP

FIGURE 1





Source: MNRF NRVIS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019; Imagery: Image ©2019 Google, Imagery date: 05/06/2018



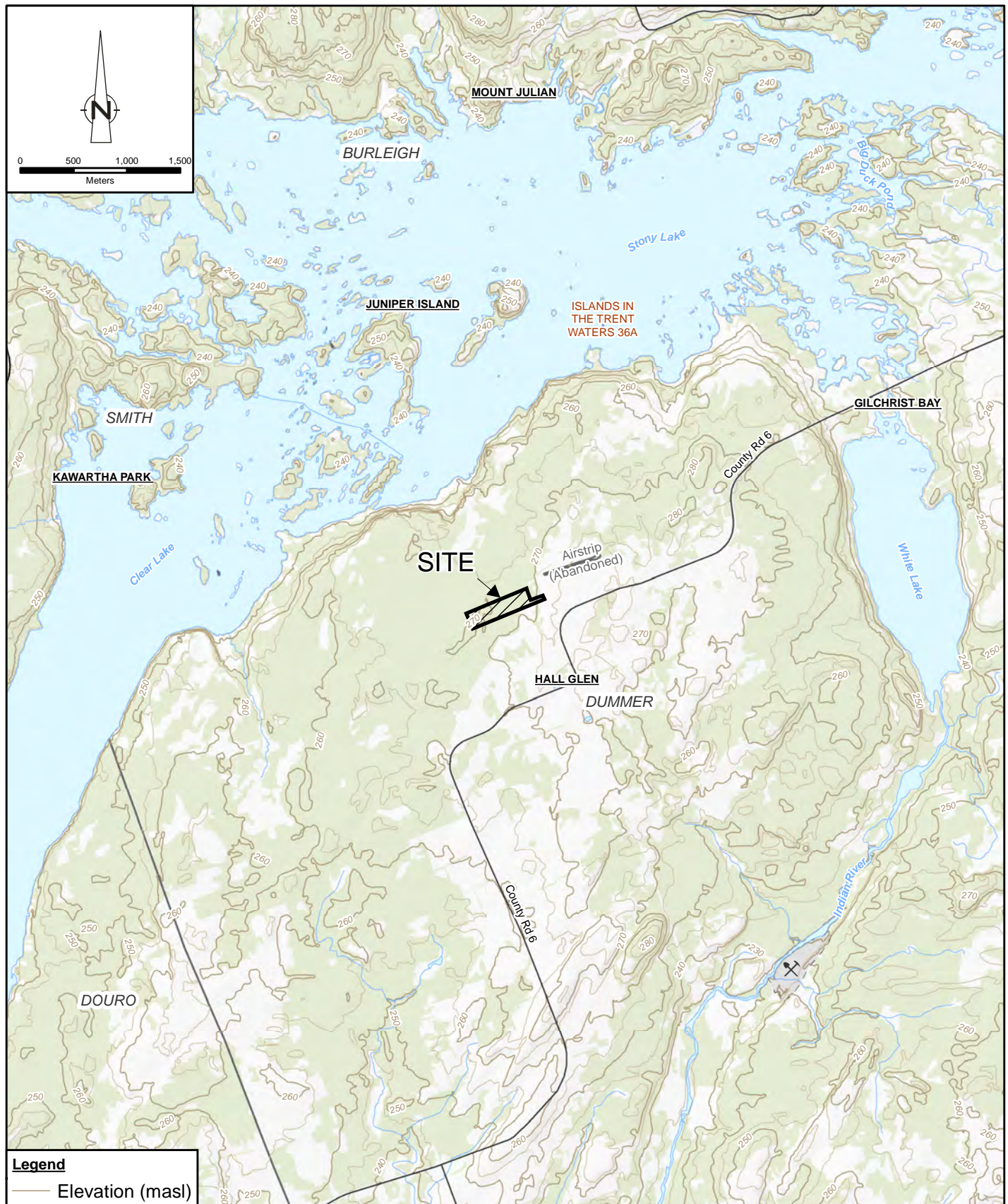
D-4 STUDY  
2100 MCCRAKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

AERIAL FIGURE

FIGURE 2





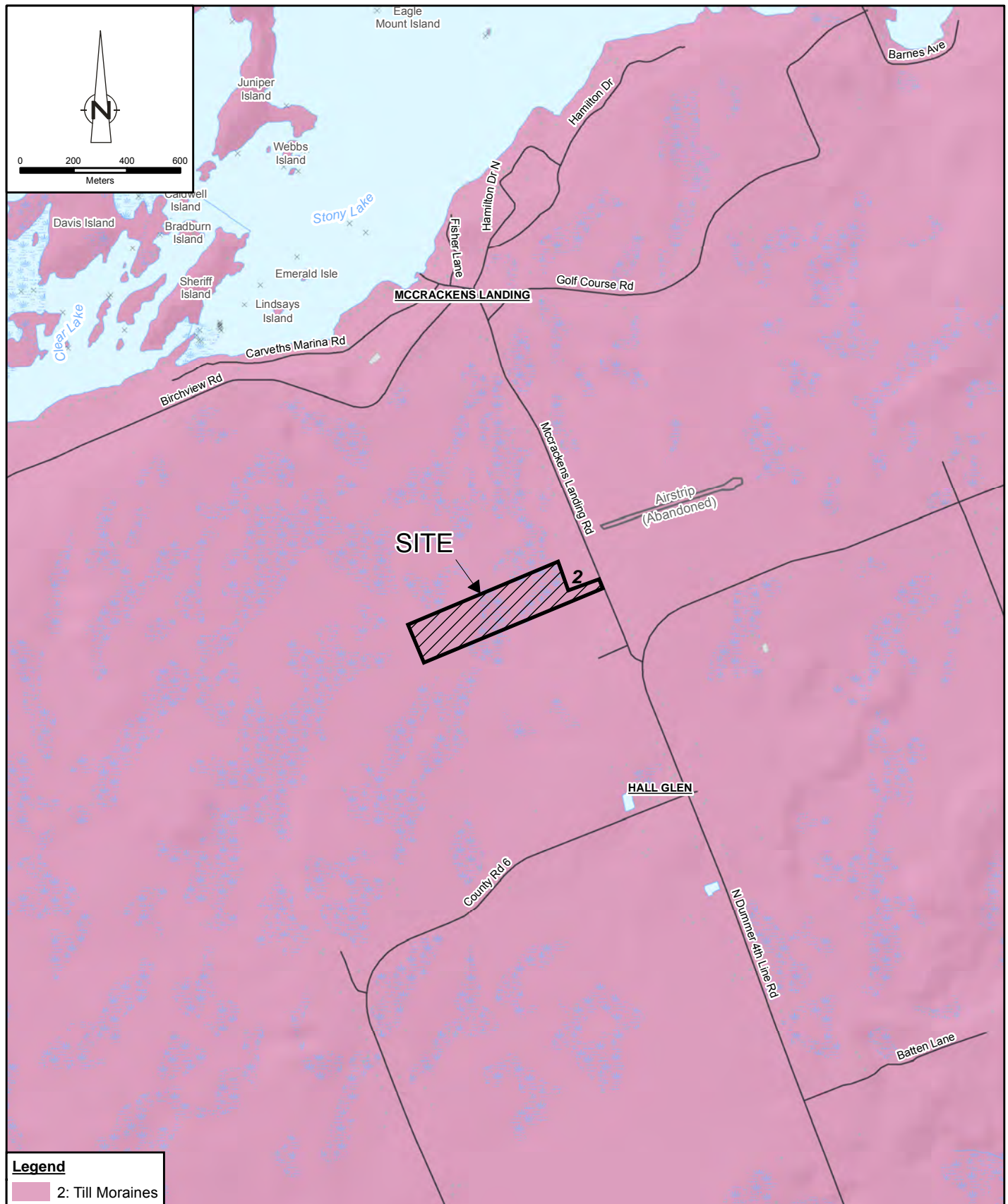
D-4 STUDY  
 2100 MCCRAKENS LANDING ROAD  
 DOURO-DUMMER, ON

11191637-01  
 Mar 6, 2019

REGIONAL TOPOGRAPHY

FIGURE 3





Source: MNRF NRVIS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019; Chapman, L.J. and Putnam, D.F. 2007. Physiography of southern Ontario; Ontario Geological Survey, Miscellaneous Release—Data 228. Coordinate System: NAD 1983 UTM Zone 17N

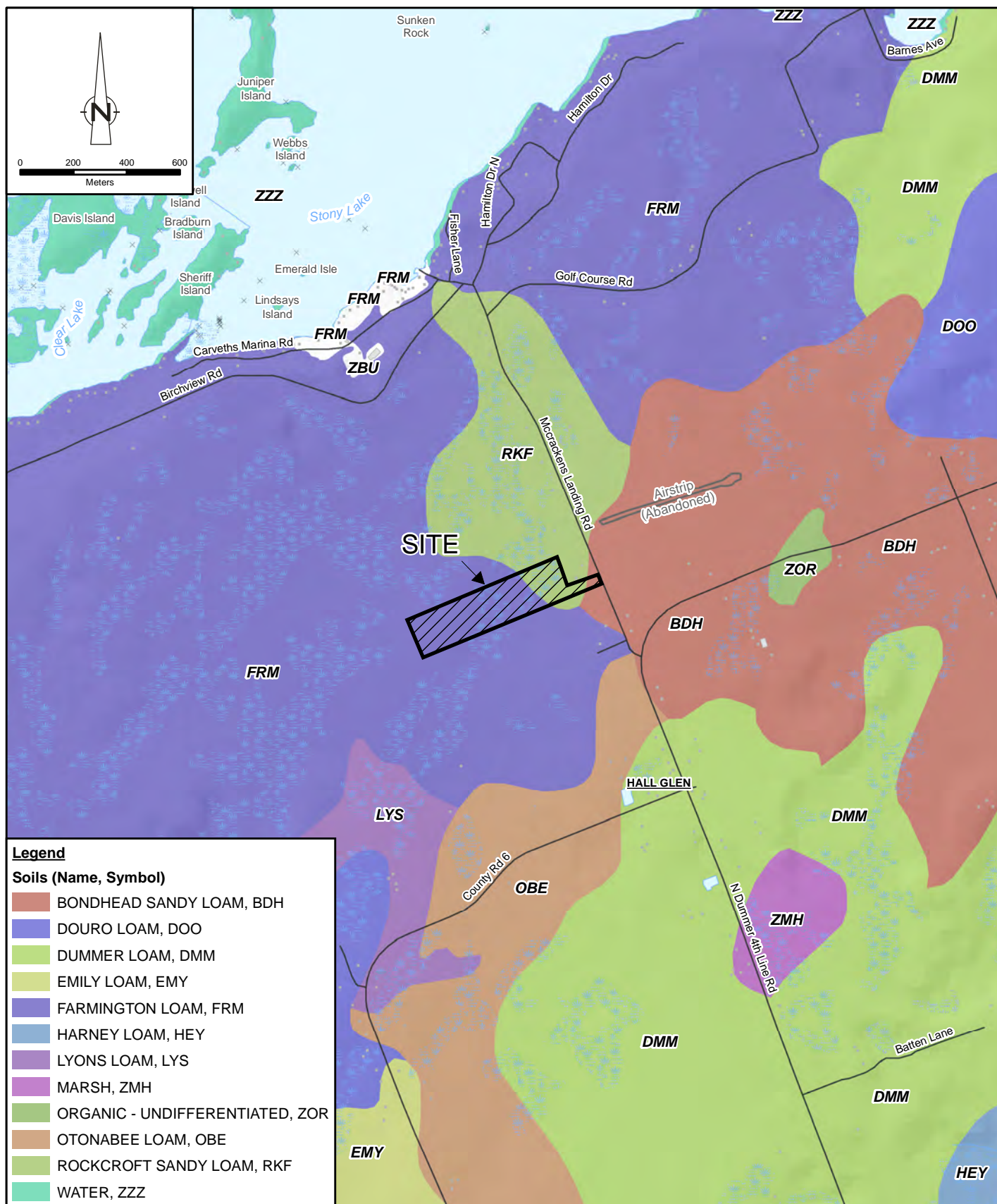


D-4 STUDY  
2100 MCCRAKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

PHYSIOGRAPHY

FIGURE 4



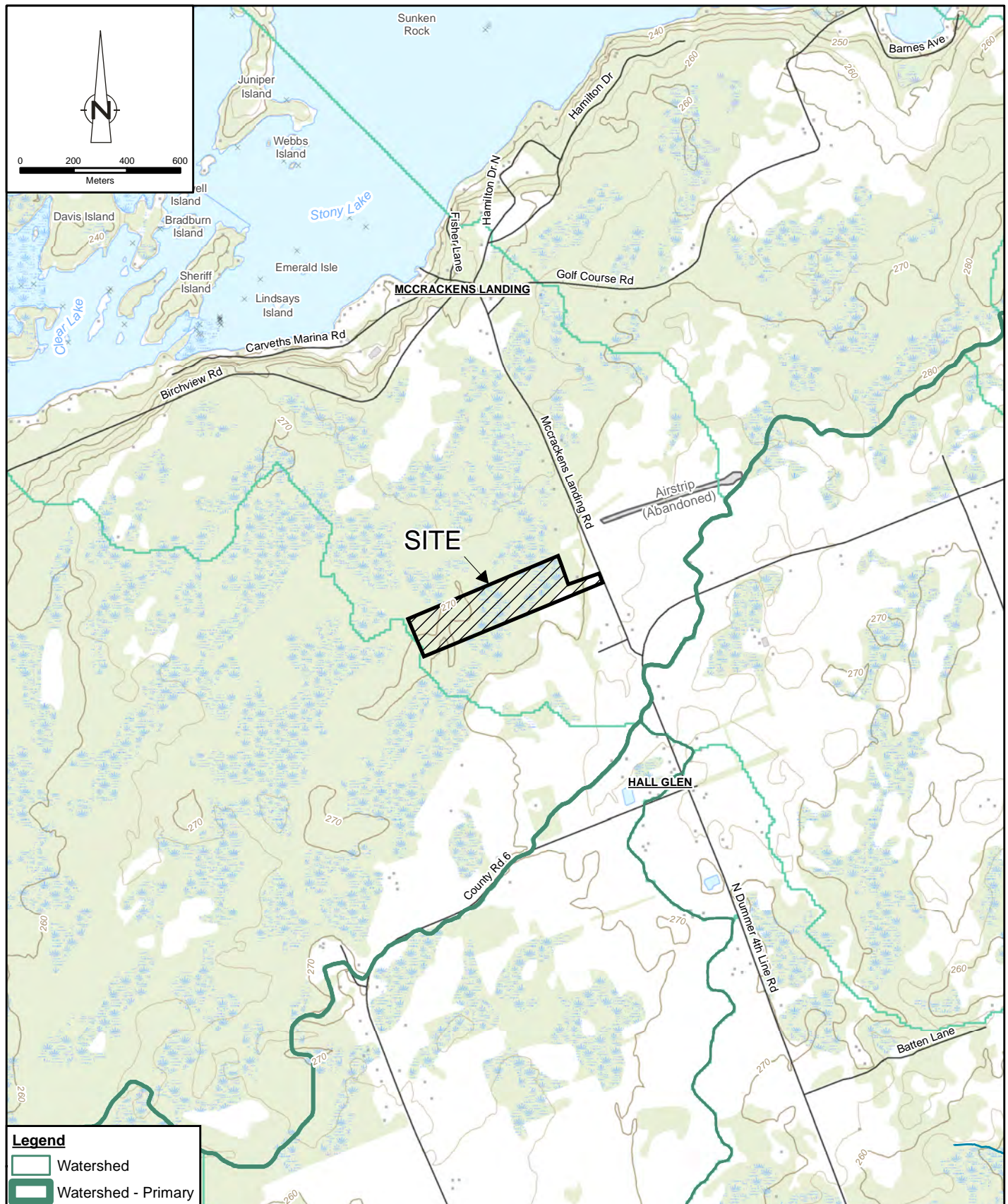
D-4 STUDY  
2100 MCCRAKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

SOIL - TYPE

FIGURE 5





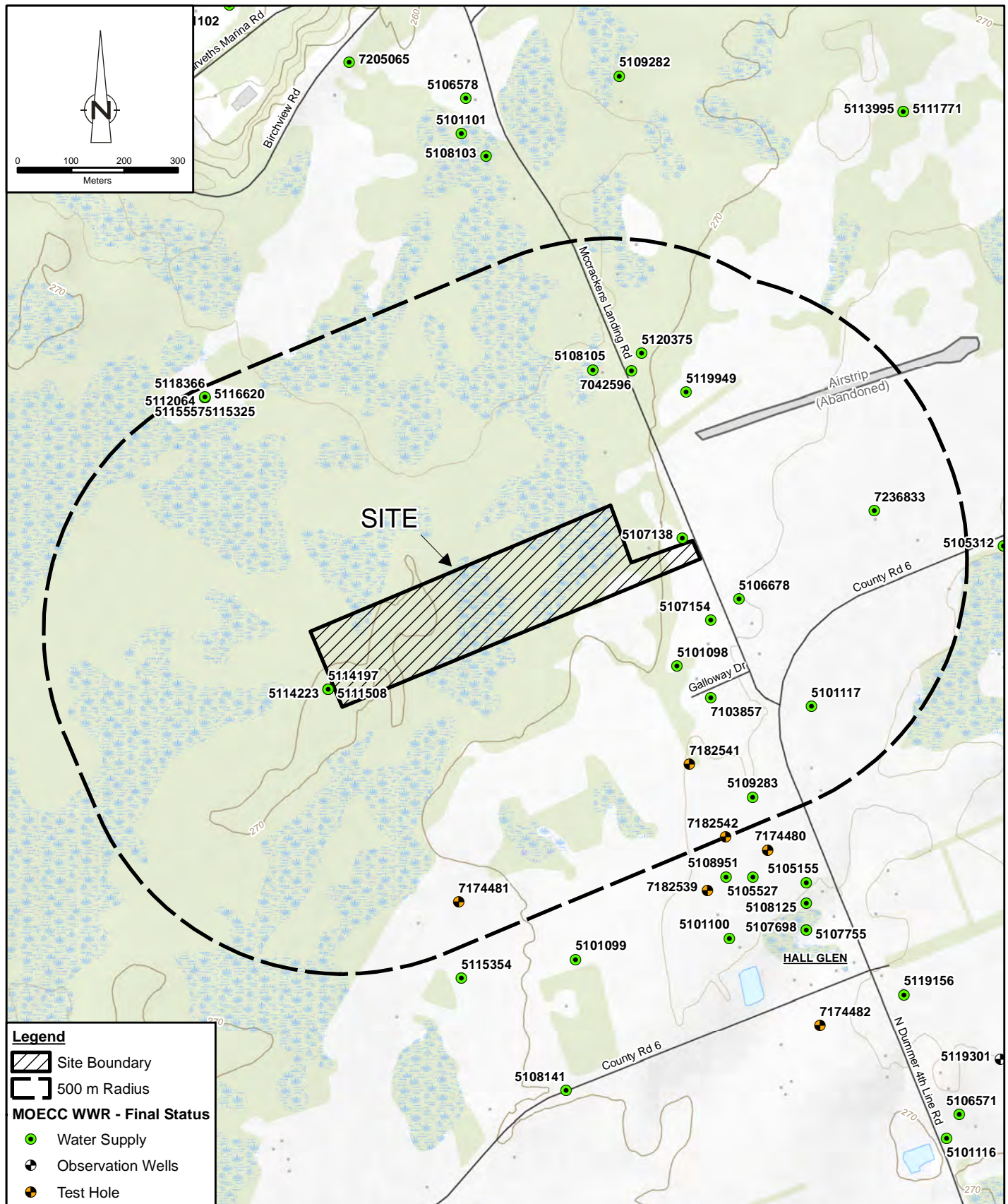
D-4 STUDY  
2100 MCCRAKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

FLOW DIRECTION

FIGURE 6





Source: MNRF NRVIS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019; WWIS, 2017. Ontario Ministry of the Environment and Climate Change (Accessed January 2017). Coordinate System: NAD 1983 UTM Zone 17N



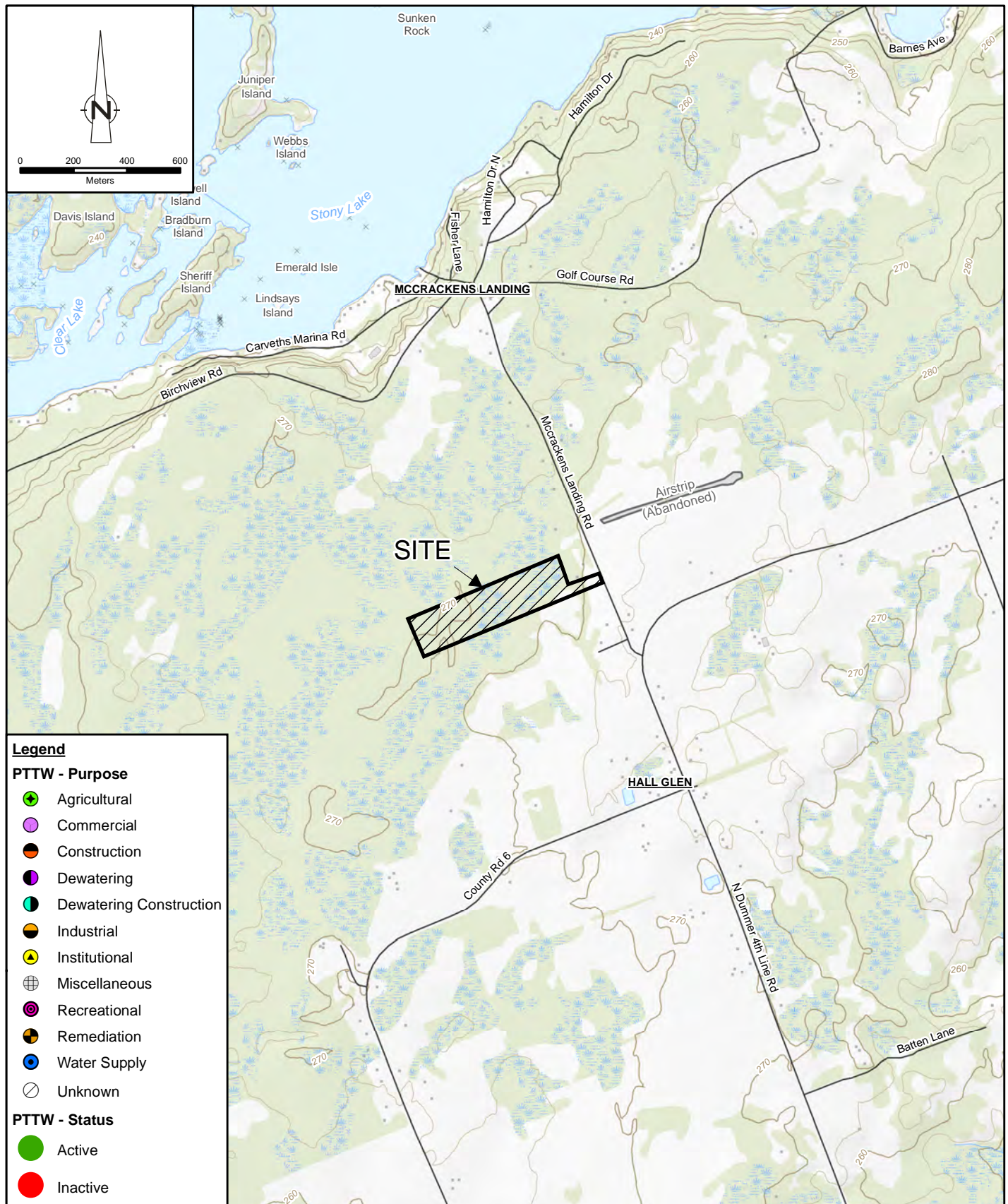
D-4 STUDY  
2100 MCCRACKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

MOECC WATER WELLS

FIGURE 7





Source: MNRF NRVIS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019.  
 Coordinate System: NAD 1983 UTM Zone 17N



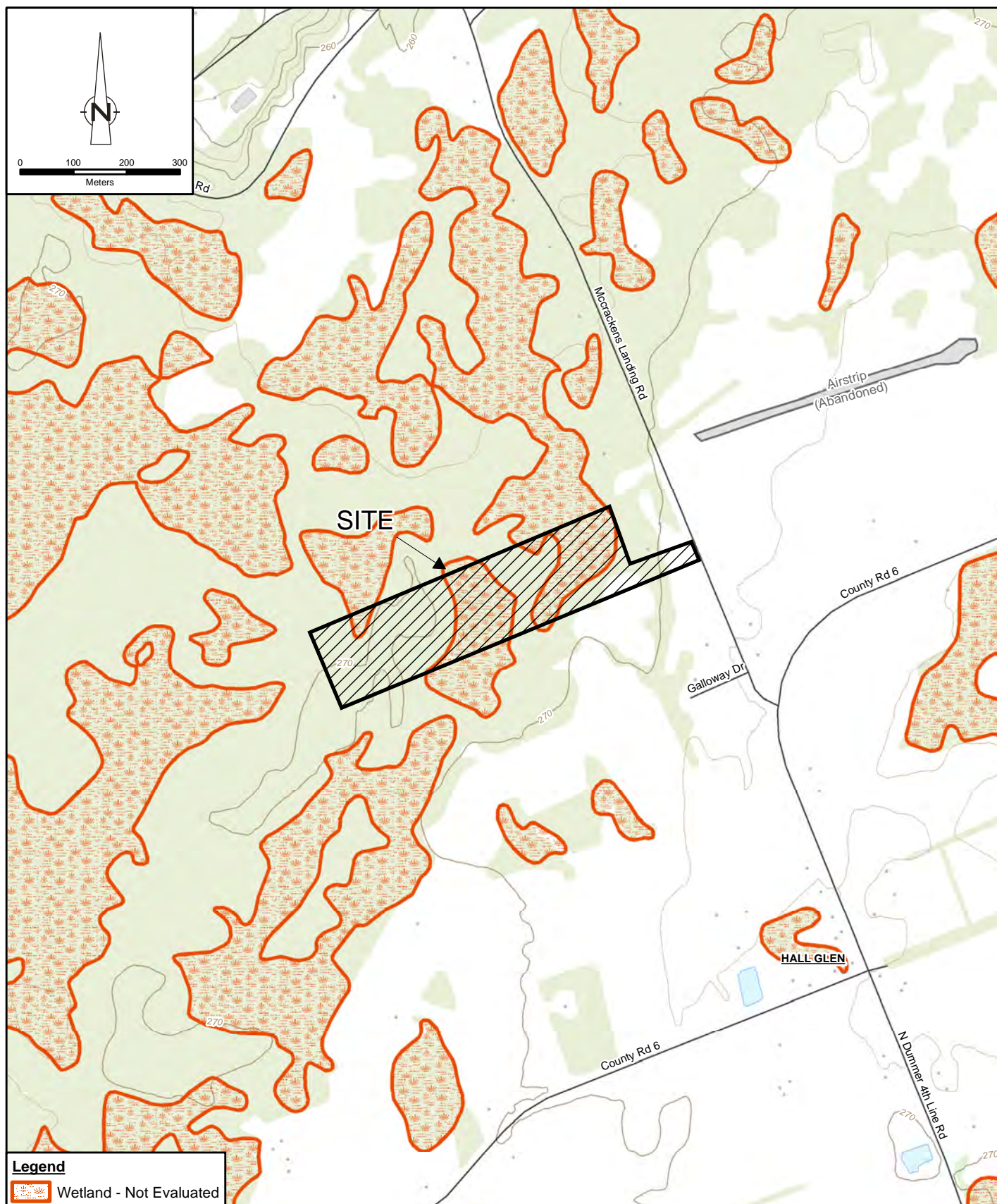
D-4 STUDY  
 2100 MCCRACKENS LANDING ROAD  
 DOURO-DUMMER, ON

11191637-01  
 Mar 6, 2019

PERMITS TO TAKE WATER

FIGURE 8





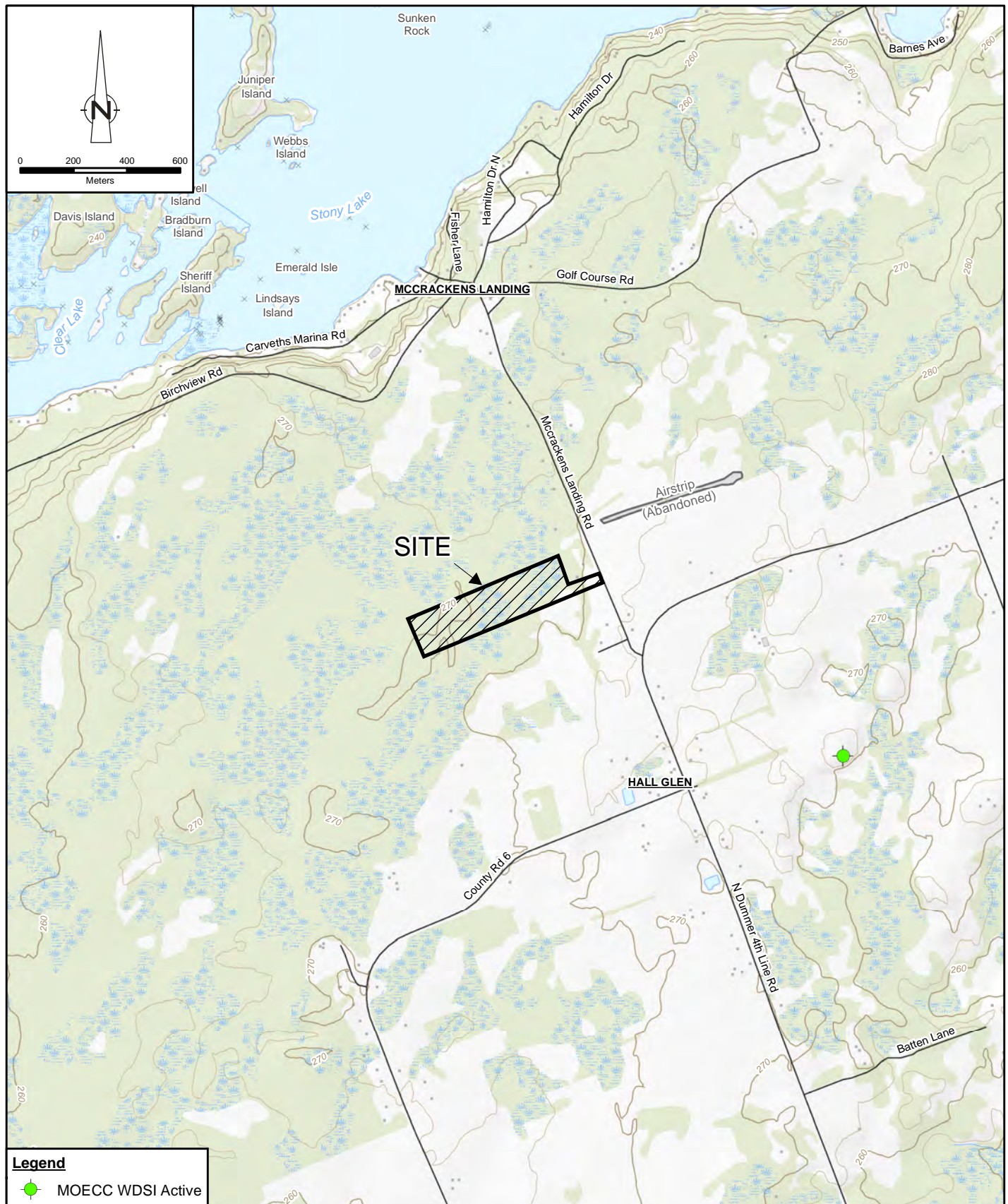
D-4 STUDY  
2100 MCCRACKENS LANDING ROAD  
DOURO-DUMMER, ON

WETLANDS

11191637-01  
Mar 6, 2019

FIGURE 9





Source: MNRF NRVS, 2017. Produced by GHD under licence from Ontario Ministry of Natural Resources and Forestry, © Queen's Printer 2019; MOECC WDSI 1991; NPRI 2010; NPRI January 2012; OGSF 2008; AMIS 2010. Coordinate System: NAD 1983 UTM Zone 17N



D-4 STUDY  
2100 MCCRACKENS LANDING ROAD  
DOURO-DUMMER, ON

11191637-01  
Mar 6, 2019

CONTAMINATING ACTIVITY

FIGURE 10



Measurements recorded in: ☐ Metric ☒ Imperial

A231016

Well Owner's Information

First Name: JERRY Last Name / Organization: GARBUTT E-mail Address:   
Mailing Address (Street Number/Name): 602 GOLF COURSE RD Municipality: PETERBOROUGH Province: ON Postal Code: K0K 2H0 Telephone No. (inc. area code):   
☒ Well Constructed by Well Owner

Well Location

Address of Well Location (Street Number/Name): 2100 MCCRACKENS LANDING RD Township: DUNDAS/DUMFRIES Lot: 27 Concession: 3  
County/District/Municipality: PETERBOROUGH City/Town/Village: HALLS GREEN Province: Ontario Postal Code: K0K 2H0  
UTM Coordinates Zone: 18 Easting: 7727537 Northing: 4933997 Municipal Plan and Sublot Number:   
NAD 83

Overburden and Bedrock Materials/Abandonment Sealing Record (see instructions on the back of this form)

General Colour	Most Common Material	Other Materials	General Description	Depth (m/ft) From	To
GREY	LIMESTONE		HARD	0	140
RED	GRANITE		HARD	140	160
WHITE	GRANITE		HARD	160	180

Annular Space

Depth Set at (m/ft) From	To	Type of Sealant Used (Material and Type)	Volume Placed (m <sup>3</sup> /ft <sup>3</sup> )
0	20	BENTONITE	7.13

Results of Well Yield Testing

After test of well yield, water was:		Draw Down		Recovery	
<input checked="" type="checkbox"/> Clear and sand free	<input type="checkbox"/> Other, specify	Time (min)	Water Level (m/ft)	Time (min)	Water Level (m/ft)
If pumping discontinued, give reason:		Static Level	75		
Pump intake set at (m/ft)		1	75.1	1	81.8
Pumping rate (l/min / GPM)		2	75.3	2	81.3
Duration of pumping		3	75.6	3	81
1 hrs + min		4	75.9	4	80.5
Final water level end of pumping (m/ft)		5	76	5	80
If flowing give rate (l/min / GPM)		10	77.3	10	76.9
Recommended pump depth (m/ft)		15	78	15	75
Recommended pump rate (l/min / GPM)		20	78.6	20	75
Well production (l/min / GPM)		25	79.2	25	75
Disinfected?		30	79.7	30	75
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		40	80.5	40	75
		50	81.3	50	75
		60	82	60	75

Method of Construction

☐ Cable Tool ☐ Diamond ☐ Public ☐ Commercial ☐ Not used  
☐ Rotary (Conventional) ☐ Jetting ☐ Domestic ☐ Municipal ☐ Dewatering  
☐ Rotary (Reverse) ☐ Driving ☐ Livestock ☐ Test Hole ☐ Monitoring  
☐ Boring ☐ Digging ☐ Irrigation ☐ Cooling & Air Conditioning  
☒ Air percussion ☐ Industrial ☐ Other, specify

Well Use

Construction Record - Casing

Status of Well

Inside Diameter (cm/in)	Open Hole OR Material (Galvanized, Fibreglass, Concrete, Plastic, Steel)	Wall Thickness (cm/in)	Depth (m/ft) From	To	Status of Well
6 1/8	STEEL	188	0	20	
6 1/8	OPEN HOLE		20	180	

Construction Record - Screen

Outside Diameter (cm/in)	Material (Plastic, Galvanized, Steel)	Slot No.	Depth (m/ft) From	To	Status of Well
					<input type="checkbox"/> Water Supply <input type="checkbox"/> Replacement Well <input type="checkbox"/> Test Hole <input type="checkbox"/> Recharge Well <input type="checkbox"/> Dewatering Well <input type="checkbox"/> Observation and/or Monitoring Hole <input type="checkbox"/> Alteration (Construction) <input type="checkbox"/> Abandoned, Insufficient Supply <input type="checkbox"/> Abandoned, Poor Water Quality <input type="checkbox"/> Abandoned, other, specify <input type="checkbox"/> Other, specify

Water Details

Hole Diameter

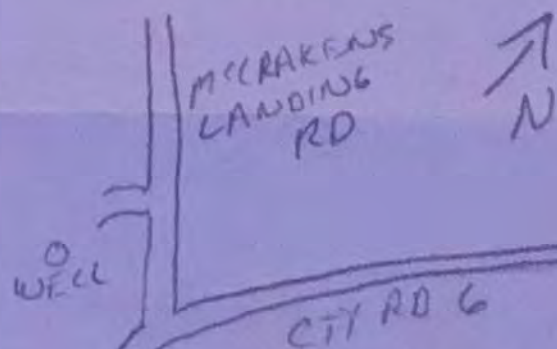
Water found at Depth (m/ft)	Kind of Water: <input type="checkbox"/> Fresh <input checked="" type="checkbox"/> Untested	Depth (m/ft) From	To	Diameter (cm/in)
170	<input type="checkbox"/> Gas <input type="checkbox"/> Other, specify	0	20	8 3/4
		20	180	6 1/8

Well Contractor and Well Technician Information

Business Name of Well Contractor: Well Contractor's Licence No:

Map of Well Location

Please provide a map below following instructions on the back.





NAD 83		Easting		Northing		Municipal Plan and Sublot Number		Ontario	
83		1722537		4933997				100240	
Overburden and Bedrock Materials/Abandonment Sealing Record (see instructions on the back of this form)									
General Colour		Most Common Material		Other Materials		General Description		Depth (m/ft)	
GREY		LIMESTONE				HARD		0 140	
RED		GRANITE				HARD		140 160	
WHITE		GRANITE				HARD		160 180	
Annular Space									
Depth Set at (m/ft)		Type of Sealant Used (Material and Type)		Volume Placed (m³/ft³)					
0 20		BENTONITE		7.13					
Method of Construction					Well Use				
<input type="checkbox"/> Cable Tool <input type="checkbox"/> Rotary (Conventional) <input type="checkbox"/> Rotary (Reverse) <input type="checkbox"/> Boring <input checked="" type="checkbox"/> Air percussion <input type="checkbox"/> Other, specify					<input type="checkbox"/> Diamond <input type="checkbox"/> Jetting <input type="checkbox"/> Driving <input type="checkbox"/> Digging <input type="checkbox"/> Public <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Livestock <input type="checkbox"/> Irrigation <input type="checkbox"/> Industrial <input type="checkbox"/> Other, specify				
Construction Record - Casing					Status of Well				
Inside Diameter (cm/in)	Open Hole OR Material (Galvanized, Fibreglass, Concrete, Plastic, Steel)	Wall Thickness (cm/in)	Depth (m/ft)						
			From	To					
6 1/8	STEEL	188	0	20					
6 1/8	OPEN HOLE		20	180					
Construction Record - Screen									
Outside Diameter (cm/in)	Material (Plastic, Galvanized, Steel)	Slot No.	Depth (m/ft)						
			From	To					
Water Details					Hole Diameter				
Water found at Depth (m/ft)	Kind of Water: <input type="checkbox"/> Fresh <input checked="" type="checkbox"/> Untested	<input type="checkbox"/> Gas <input type="checkbox"/> Other, specify	Depth (m/ft)		Diameter (cm/in)				
			From	To					
170			0	20	8 3/4				
			20	180	6 1/8				
Well Contractor and Well Technician Information									
Business Name of Well Contractor					Well Contractor's Licence No.				
WEXLEY WATER WELL LTD					65718				
Business Address (Street Number/Name)					Municipality				
RR 2 LAKEFIELD					PETERBORO				
Province	Postal Code	Business E-mail Address							
ON	K0K 2M0								
Business Telephone No. (inc. area code)					Name of Well Technician (Last Name, First Name)				
50565211629					ERIK WEXLEY				
Well Technician's Licence No.					Signature of Technician and/or Contractor				
3161312					20180607				
Date Submitted									
20180607									
Results of Well Yield Testing									
After test of well yield, water was:		Draw Down		Recovery					
<input checked="" type="checkbox"/> Clear and sand free <input type="checkbox"/> Other, specify		Time (min)	Water Level (m/ft)	Time (min)	Water Level (m/ft)				
If pumping discontinued, give reason:		Static Level	75						
		1	75.1	1	81.8				
Pump intake set at (m/ft)		2	75.3	2	81.3				
Pumping rate (l/min / GPM)		3	75.6	3	81				
Duration of pumping		4	75.9	4	80.5				
1 hrs + min		5	76	5	80				
Final water level end of pumping (m/ft)		10	77.3	10	76.9				
If flowing give rate (l/min / GPM)		15	78	15	75				
Recommended pump depth (m/ft)		20	78.6	20	75				
Recommended pump rate (l/min / GPM)		25	79.2	25	75				
Well production (l/min / GPM)		30	79.7	30	75				
Disinfected?		40	80.5	40	75				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		50	81.3	50	75				
		60	82	60	75				
Map of Well Location									
Please provide a map below following instructions on the back.									
Comments:									
HAUSCLEN									
Well owner's information					Date Package Delivered		Ministry Use Only		
package delivered					20180605		Audit No. Z265252		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Date Work Completed				
					20180510		Received		

Well Owner's Copy

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**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.  
 Lakefield - Ontario - K0L 2H0  
 Phone: 705-652-2000 FAX: 705-652-6365

**13-December-2018****Jerry and Liz Garbutt**

**602 Golf Course Rd.  
 Douro-Dummer, ON  
 K0L 2H0**

**Date Rec. :** 06 December 2018  
**LR Report:** CA14108-DEC18

**Copy:** #1

**Phone: 705-652-6187  
 Email: Jergar@nexicom.net**

# CERTIFICATE OF ANALYSIS

## Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: MAC	6: AO/OG	7: NR Well
Sample Date & Time							05-Dec-18 14:30
Temperature Upon Receipt [°C]	---	---	---	---	---	---	14.0
Biochemical Oxygen Demand (BOD5) [mg/L]	06-Dec-18	17:36	11-Dec-18	16:39			12
UV Transmittance [%T]	10-Dec-18	09:44	12-Dec-18	22:22	---	---	88.5
Colour [TCU]	07-Dec-18	11:59	10-Dec-18	12:03	---	5	4
Alkalinity [mg/L as CaCO <sub>3</sub> ]	06-Dec-18	15:12	12-Dec-18	11:07	---	30-500	271
Conductivity [uS/cm]	06-Dec-18	15:12	12-Dec-18	11:07	---	---	848
Temperature @ pH [°C]	06-Dec-18	15:12	---	---	---	---	22.7
pH [no unit]	06-Dec-18	15:12	12-Dec-18	11:07	---	6.5-8.5	8.06
OH [mg/L as CaCO <sub>3</sub> ]	06-Dec-18	15:12	12-Dec-18	11:07			< 2
Bicarbonate [mg/L as CaCO <sub>3</sub> ]	06-Dec-18	15:12	12-Dec-18	11:07			271
Carbonate [mg/L as CaCO <sub>3</sub> ]	06-Dec-18	15:12	12-Dec-18	11:07			< 2
Total Suspended Solids [mg/L]	08-Dec-18	14:51	11-Dec-18	22:15	---	---	12
Total Dissolved Solids [mg/L]	06-Dec-18	14:06	07-Dec-18	16:02	---	500	474
Turbidity [NTU]	06-Dec-18	14:16	12-Dec-18	10:51	1	5	1.47
Hydrogen Sulphide [mg/L]	07-Dec-18	08:00	10-Dec-18	14:30	---	0.05	< 0.006
Sulphide [ug/L]	07-Dec-18	08:00	10-Dec-18	14:30	---	50	< 6
Organic Nitrogen [mg/L]	07-Dec-18	08:00	11-Dec-18	14:29	---	0.15	< 0.05
Total Kjeldahl Nitrogen (N) [mg/L]	07-Dec-18	19:30	11-Dec-18	14:29	---	---	0.25
Ammonia+Ammonium (N) [mg/L]	07-Dec-18	08:00	10-Dec-18	15:33	---	---	0.22
Total Organic Carbon [mg/L]	10-Dec-18	21:45	11-Dec-18	15:20			2
Dissolved Organic Carbon [mg/L]	10-Dec-18	21:45	11-Dec-18	15:20	---	5	2
Fluoride [mg/L]	07-Dec-18	09:16	07-Dec-18	13:20	1.5	---	0.17
Nitrite (as N) [mg/L]	08-Dec-18	17:36	12-Dec-18	08:16	1	---	0.014
Nitrate (as N) [mg/L]	08-Dec-18	17:36	12-Dec-18	08:16	10	---	< 0.006
Bromide [mg/L]	08-Dec-18	17:36	12-Dec-18	08:16			< 0.05
Chloride [mg/L]	11-Dec-18	22:45	13-Dec-18	10:19	---	250	66
Sulphate [mg/L]	11-Dec-18	22:45	13-Dec-18	10:19	---	500	92
Phosphorus (total reactive) [mg/L]	06-Dec-18	17:43	11-Dec-18	12:38			< 0.03
Reactive Silica [mg/L]	06-Dec-18	14:27	07-Dec-18	10:34			5.73

**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.  
Lakefield - Ontario - KOL 2H0  
Phone: 705-652-2000 FAX: 705-652-6365

LR Report : CA14108-DEC18

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: MAC	6: AO/OG	7: NR Well
Hardness [mg/L as CaCO <sub>3</sub> ]	10-Dec-18	14:48	11-Dec-18	11:58	---	80-100	373
Aluminum [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	100	22.4
Antimony [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	6	---	0.05
Arsenic [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	10	---	< 0.2
Barium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	1000	---	204
Boron [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	5000	---	34
Calcium [mg/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	141
Cadmium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	5	---	0.005
Chromium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	50	---	0.53
Cobalt [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	0.228
Copper [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	1000	2.43
Iron [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	300	30
Lead [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	10	---	0.20
Magnesium [mg/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	5.26
Manganese [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	50	17.6
Molybdenum [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	4.09
Nickel [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	0.8
Potassium [mg/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	2.00
Phosphorus [mg/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	< 0.003
Selenium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	50	---	0.05
Silver [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	< 0.002
Sodium [mg/L]	10-Dec-18	14:48	11-Dec-18	11:58	20	200	37.7
Strontium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	864
Uranium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	20	---	0.032
Thallium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	0.010
Titanium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	0.56
Vanadium [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	---	0.07
Zinc [ug/L]	10-Dec-18	14:48	11-Dec-18	11:58	---	5000	41
Total Coliform [cfu/100mL]	06-Dec-18	13:40	07-Dec-18	15:47	0	---	13
E. Coli [cfu/100mL]	06-Dec-18	13:40	07-Dec-18	15:47	0	---	0
Total Dissolved Solids (calculated) [mg/L]	---	---	---	---	---	---	507
Cation sum [meq/L]	---	---	---	---	---	---	9.18
Anion Sum [meq/L]	---	---	---	---	---	---	9.20
Anion-Cation Balance [% difference]	---	---	---	---	---	---	-0.09
Ion Ratio	---	---	---	---	---	---	1.00
Langelier's Index [@ 4° C]	---	---	---	---	---	---	0.67
Langelier's Index [@ 20° C]	---	---	---	---	---	---	0.99
Saturation pH [pHs @ 4°C]	---	---	---	---	---	---	7.39
Saturation pH [pHs @ 20°C]	---	---	---	---	---	---	7.07

MAC - Maximum Acceptable Concentration

AO/OG - Aesthetic Objective / Operational Guideline

NR - Not regulated / reportable under applicable Provincial drinking water regulations as per client.

Note: Hydrogen Sulphide (H<sub>2</sub>S) calculated using lab results for pH, temperature and conductivity.





**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.

Lakefield - Ontario - KOL 2H0

Phone: 705-652-2000 FAX: 705-652-6365

LR Report : CA14108-DEC18

Kimberley Didsbury  
Project Specialist  
Environmental Services, Analytical

**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.  
 Lakefield - Ontario - K0L 2H0  
 Phone: 705-652-2000 FAX: 705-652-6365

**Project :** 1119 1118 Hall's Glen

11-March-2019

**GHD****Attn :** Gus Bolin

347 Pido Rd., Unit #29  
 Peterborough, ON  
 K9J 6Z8, Canada

Phone: 705-749-3317

Fax:

**Date Rec. :** 01 March 2019**LR Report:** CA14023-MAR19**Reference:** 1119 1118 Gus Bolin**Copy:** #1

# CERTIFICATE OF ANALYSIS

## Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: MAC	6: AO/OG	7: 602 Golf Course Road
Sample Date & Time							28-Feb-19
Temp Upon Receipt [°C]	***	***	***	***	***	***	***
BOD5 [mg/L]	04-Mar-19	17:07	11-Mar-19	08:19	---	---	5
UV Transmittance [%T]	04-Mar-19	16:58	07-Mar-19	11:11	---	---	82.3
Colour [TCU]	1894686784	17:23	07-Mar-19	11:12	---	5	3
Alkalinity [mg/L as CaCO <sub>3</sub> ]	05-Mar-19	13:33	06-Mar-19	12:16	---	30-500	212
Conductivity [uS/cm]	05-Mar-19	13:33	06-Mar-19	12:16	---	---	588
Temperature @ pH [°C]	05-Mar-19	13:33	06-Mar-19	12:16	---	---	17.8
pH [no unit]	05-Mar-19	13:33	06-Mar-19	12:16	---	6.5-8.5	8.06
HCO <sub>3</sub> [mg/L as CaCO <sub>3</sub> ]	05-Mar-19	13:33	06-Mar-19	12:16	---	---	212
CO <sub>3</sub> [mg/L as CaCO <sub>3</sub> ]	05-Mar-19	13:33	06-Mar-19	12:16	---	---	< 2
OH [mg/L as CaCO <sub>3</sub> ]	05-Mar-19	13:33	06-Mar-19	12:16	---	---	< 2
TSS [mg/L]	05-Mar-19	07:57	06-Mar-19	14:22	---	---	7
Turbidity [NTU]	04-Mar-19	20:32	05-Mar-19	10:26	1	5	5.21
Organic N [mg/L]	05-Mar-19	09:00	07-Mar-19	13:02	---	0.15	0.20
TKN [as N mg/L]	05-Mar-19	09:00	07-Mar-19	13:02	---	---	0.22
NH <sub>3</sub> +NH <sub>4</sub> [as N mg/L]	04-Mar-19	21:35	06-Mar-19	09:20	---	---	< 0.04
TOC [mg/L]	05-Mar-19	21:10	06-Mar-19	09:39	---	---	2
DOC [mg/L]	05-Mar-19	21:10	06-Mar-19	09:39	---	5	2
F [mg/L]	04-Mar-19	09:06	05-Mar-19	13:38	1.5	---	0.14
Br [mg/L]	05-Mar-19	00:22	05-Mar-19	13:51	---	---	0.05 <MDL
NO <sub>2</sub> [as N mg/L]	05-Mar-19	00:22	05-Mar-19	13:51	1	---	0.003 <MDL
NO <sub>3</sub> [as N mg/L]	05-Mar-19	00:22	05-Mar-19	13:51	10	---	0.156
Cl [mg/L]	06-Mar-19	06:07	08-Mar-19	11:40	---	250	49
SO <sub>4</sub> [mg/L]	06-Mar-19	06:07	08-Mar-19	11:40	---	500	26
Tot.Reactive P [mg/L]	04-Mar-19	19:58	07-Mar-19	09:21	---	---	< 0.03
Reactive SiO <sub>2</sub> [mg/L]	04-Mar-19	13:34	07-Mar-19	11:02	---	---	5.92
Hardness [mg/L as CaCO <sub>3</sub> ]	06-Mar-19	12:53	07-Mar-19	11:12	---	80-100	209
Al [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	100	76.8
Sb [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	6	---	0.71

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: MAC	6: AO/OG	7: 602 Golf Course Road
As [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	10	---	< 0.2
Ba [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	1000	---	227
B [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	5000	---	47*
Ca [mg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	78.4
Cd [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	5	---	0.014
Cr [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	50	---	0.44
Co [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.281
Cu [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	1000	0.98
Fe [ug/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	300	1400
Pb [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	10	---	0.24
Mg [mg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	3.24
Mn [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	50	16.4
Mo [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.45
Ni [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.5
K [mg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	1.62
P [mg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.003
Se [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	50	---	< 0.04
Sr [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	578
Tl [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	< 0.005
Ti [ug/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	1.59
Ag [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.007
Na [mg/L]	06-Mar-19	12:53	07-Mar-19	11:12	20	200	35.3
U [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	20	---	0.014
V [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	---	0.09
Zn [µg/L]	06-Mar-19	12:53	07-Mar-19	11:12	---	5000	248
TDS (calculated) [mg/L]	---	---	---	---	---	500	321
Cation Sum [meq/L]	---	---	---	---	---	---	5.86
Anion Sum [meq/L]	---	---	---	---	---	---	6.17
Anion-Cation Balance [% difference]	---	---	---	---	---	---	-2.5
Ion Ratio	---	---	---	---	---	---	0.95
Langelier's Index [@ 4° C]	---	---	---	---	---	---	0.32
Langelier's Index [@ 20° C]	---	---	---	---	---	---	0.64
Saturation pH [pHs @ 4°C]	---	---	---	---	---	---	7.74
Saturation pH [pHs @20°C]	---	---	---	---	---	---	7.42
Total Coliform [cfu/100mL]	02-Mar-19	12:00	01-Mar-19	16:58	0	---	1
E.Coli [cfu/100mL]	02-Mar-19	12:00	01-Mar-19	16:58	0	---	0

MAC - Maximum Acceptable Concentration

AO/OG - Aesthetic Objective / Operational Guideline

NR - Not regulated / reportable under applicable Provincial drinking water regulations as per client.

Note: Hydrogen Sulphide (H<sub>2</sub>S) calculated using lab results for pH, temperature and conductivity.

Turbidity and Phos\_TR processed outside of method specified hold time





**SGS Canada Inc.**

P.O. Box 4300 - 185 Concession St.  
Lakefield - Ontario - K0L 2H0  
Phone: 705-652-2000 FAX: 705-652-6365

**Project :** 1119 1118 Hall's Glen

**LR Report :** CA14023-MAR19

---

*Brad Moore Hon. B.Sc  
Project Specialist,  
Environment, Health & Safety*

## **Development of Lands in Proximity to Closed Landfill Sites**

Approved By: Council  
Approval Date: November 4, 2008  
Effective Date: November 4, 2008  
Revision Date:

### **Policy Statement**

This policy will provide a process for landowners in proximity to closed landfill sites to develop their properties.

**Purpose:** this policy is to meet the requirements of Section 5.8.7 of the Township of Douro-Dummer Official Plan and to reduce the potential for liability for the Township when development is approved in areas in proximity (500 metres) to closed landfill site.

**Application:** this policy will apply to all development in proximity (500 metres) to closed landfill sites.

### **Definitions:**

Development- means the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the Planning Act.

**Exclusions:** None

### **References & Related Policies:**

- Section 5.8.7 of the adopted Official Plan for the Township of Douro-Dummer.
- Ministry of the Environment Guideline- D-7 (formerly 07-07)

### **Consequences of Non-Compliance:**

-applications will not be considered until such time as the provisions of this policy have been complied with.

**Review Cycle:** This policy shall be reviewed at the discretion of Council.

## **Procedures**

The following steps shall be adhered to in order to implement this policy:

-Prior to Council considering a development application for a parcel of land within 500 metres of a closed landfill site, the applicant shall provide, to the township, the following:

- A well report of a well that has been drilled/dug by a person licensed to construct a well.
- The location of the well on the applicant's property shall be in a location that is as close to the closed landfill site as possible on the applicant's property.
- A well monitoring report for two sampling regimes (spring and fall of the same year), prepared by a qualified person that would state that there has been no impact from the closed landfill site on the applicant's property.
- All wells constructed pursuant to this policy shall be down gradient from the closed landfill sites. Property owners proposing development up gradient from the closed landfill sites shall be required to provide a report from a qualified person, confirming that there would be no impact from the closed landfill site. If such a report is available, then the requirement for a well may not be necessary.
- The water quality assessment package shall, as a minimum requirement include: Conductivity, Saturation pH, pH, Alkalinity, Biocarbonate, Carbonate, Color, Turbidity, TOC, Hydroxide, Hardness, Ammonia as Nitrogen Bromide, Nitrate, Nitrite, Fluoride, Chloride, Sulfate, Orthophosphate, Calculated TDS, Cation/Anion Ratio, Total Phosphorus, Langelier Index, Calcium, Magnesium, Sodium, Potassium, Aluminum, Arsenic, Barium, Boron, Cadmium, Copper, Iron, Lead, Manganese, Molybdenum, Nickel, Selenium, Silver, Strontium, Thallium, Titanium, Uranium, Vanadium, Zinc, Reactive Silica, plus TKN (total Kjeldahl Nitrogen), BOD (Biological Oxygen Demand) and TOC (Total Organic Carbon).
- If a well already exists in a location that is suitable for the testing requirements, then such can be used for doing the required assessment. If testing information and reports are already available for existing wells, then that information can also be used.

-if the report referred to above shows that there has been no impact from the closed landfill site on the applicant's property, then Council can consider the development application.

**The Corporation of the Township of Douro-Dummer**

**By-law Number 2020-13**

**Being a By-law to authorize  
The Corporation of the Township of Douro-Dummer  
to execute an Agreement with  
Her Majesty the Queen in right of Ontario as represented by the  
Minister of Municipal Affairs and Housing  
(Municipal Modernization Program)**

Whereas The Corporation of the Township of Douro-Dummer deems it expedient and necessary to enter into an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing regarding an agreement for the Municipal Modernization Program;

Now therefore, the Council of The Corporation of The Township of Douro-Dummer enacts as follows:

1. That the Corporation of the Township of Douro-Dummer enter into that certain Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, regarding a funding agreement for the Municipal Modernization Program, which shall be attached to this by-law as Appendix 'A' and forming part of this by-law; under the terms and conditions contained therein
2. That the Mayor and the Clerk be and are hereby authorized and directed to execute that certain Agreement and affix the Corporate Seal thereto.

Passed in Open Council this 17th day of March, 2020.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan

**The Corporation of the Township of Douro-Dummer**

**By-law Number 2020-14**

**Being a By-law to authorize  
The Corporation of the Township of Douro-Dummer  
to execute an Agreement with  
Peterborough GreenUp  
(Sustainable Urban Neighbourhoods (SUN))**

Whereas The Corporation of the Township of Douro-Dummer deems it expedient and necessary to enter into an Agreement with Peterborough GreenUp regarding a planting agreement for the Sustainable Urban Neighbourhoods (SUN) Program;

Now therefore, the Council of The Corporation of The Township of Douro-Dummer enacts as follows:

1. That the Corporation of the Township of Douro-Dummer enter into that certain Agreement with Peterborough GreenUp, regarding a planting agreement for the Sustainable Urban Neighbourhoods (SUN) Program, which shall be attached to this by-law as Appendix 'A' and forming part of this by-law; under the terms and conditions contained therein
2. That the Mayor and the Clerk be and are hereby authorized and directed to execute that certain Agreement and affix the Corporate Seal thereto.

Passed in Open Council this 17th day of March, 2020.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan

**The Corporation of the Township of Douro-Dummer**

**By-law Number 2020-15**

**Being a By-law to amend By-law 2018-39, as amended  
(A By-law to Restrict the Rate of Speed for Motor Vehicles on Highway  
Portions within the Township of Douro-Dummer)**

**Whereas**, Section 128(2) of the Highway Traffic Act, R.S.O. 1990 Chapter H.8, provides that the council of a municipality and the trustees of a police village may, for motor vehicles driven on a highway or portion of a highway under its jurisdiction, by by-law prescribe a rate of speed different from the rate set out in subsection (1) of Section 128;

**Whereas**, Section 128(3) of the Highway Traffic Act, R.S.O., 1990 Chapter H.8 provides that the rate of speed prescribed under subsection 2 shall be 40, 50, 60, 70, 80, 90, or 100 kilometers per hour;

**Whereas** the Municipality has the authority to pass by-laws to regulate the foregoing, pursuant to the Municipal Act, 2001, as amended;

**And Whereas**, it is deemed expedient by Council to restrict the speed of motor vehicles on certain highways in the Corporation of the Township of Douro-Dummer;

Now Therefore the Council of The Corporation of the Township of Douro-Dummer enacts as follows:

1. That Appendix "D" to By-Law 2018-39, as amended, is further amended by included the whole of Indacom Drive Road in the 20 km/h listing attached hereto as Schedule "A".
2. That the deeming of Indacom Drive as a 20 km/h road becomes effective April 1, 2020.
3. That By-law Number 2018-39, as amended, is hereby amended.
4. That the Mayor and the Clerk be directed to sign same and affix the Corporate Seal to this By-law.

Passed in open Council this 17th day of March, 2020.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan

Schedule "A"

**Appendix "D"**

As per Section "1" of the by-law and in compliance with the regulations under the Highway Traffic Act, the maximum rate of speed thereon shall be 20 kilometers per hour for motor vehicles on the roads listed below:

Road Name	From:	To:	Ward
Indacom Drive	County Road 4	Western limit	Douro



**The Corporation of the Township of Douro-Dummer**

**By-law Number 2020-16**

**Being a By-law to Delegate Certain Powers of Council  
during Coronavirus disease 2019 (COVID-19) pandemic**

**Whereas** the Municipal Act, 2001, as amended, requires all municipalities to adopt and maintain policies for the delegation of its powers and duties;

**And Whereas** the Municipal Act 2001, as amended, provides the general power to authorize a municipality to delegate its powers and duties under this or any other Act to a person or body subject to the restrictions set out in Act;

**And Whereas** on March 11, 2020 the World Health Organization (WHO) made the assessment that Coronavirus disease 2019 (COVID-19) can be characterized as a pandemic;

**And Whereas** the Council for The Corporation of the Township of Douro-Dummer deems it appropriate to delegate certain of its powers to the Mayor and Temporary C.A.O, or designates, in order to ensure the continuation of Municipal services to our property owners during the COVID-19 pandemic;

**Now Therefore** The Corporation of the Township of Douro-Dummer hereby enacts as follows:

1. That the following duties and powers are hereby delegated to the respective staff members/positions during the COVID-19 pandemic:
  - a) The Mayor, or designate, and the Temporary C.A.O., or designate, in consultation with the Senior Management Team, are authorized to make decisions relating to the continuation of municipal business;
  - b) The Mayor, or designate, and the Temporary C.A.O., or designate, are delegated the authority to authorize staff to proceed with the purchasing process for items that were presented in the draft proposed 2020 budget at the meeting held on March 2, 2020.
2. Due to limiting social interaction during this pandemic, notification will be given to members of council by email of any actions in relation to the duties and powers delegated in this By-law.
3. That By-law 2017-33, as amended, remains in effect.

Passed in open council this 16th day of March, 2020.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan

## **The Corporation of the Township of Douro-Dummer**

### **By-law Number 2020 – 17**

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Being a By-law of the Corporation of the Township of Douro-Dummer to confirm the proceedings of the emergency meeting of Council held on the 17th day of March, 2020 at the Municipal Building

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#### **The Municipal Council of the Corporation of the Township of Douro-Dummer Enacts as follows:**

1. **That** the action of the Council at its emergency meeting held on March 16, 2020 in respect to each motion, resolution, and other action passed and taken by the Council at its said meeting is, except where prior approval of the Local Planning Appeal Tribunal is required, hereby approved, ratified, and confirmed.
2. **That** the Mayor and the proper officers of the Township are hereby authorized to do all things necessary to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

Passed in Open Council this 16th day of March, 2020.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan