



# Council Agenda

Wednesday, March 6, 2024

9:30 a.m.

Municipal Council Chambers

Pages

**1. CALL TO ORDER**

**2. OPENING CEREMONIES – O CANADA AND MOMENT OF REFLECTION**

**3. OPEN FORUM (MAXIMUM FIFTEEN MINUTES)**

Interested persons are invited to speak to Council about any matter that appears on this Agenda. Please sign the registration form available from the Deputy Clerk or Clerk. Individuals may only speak for a total of three (3) minutes.

**4. APPROVE OR AMEND AGENDA**

**Resolution**

THAT Township of Chatsworth Council adopt the Agenda as circulated.

**5. DECLARATION OF PECUNIARY INTEREST**

**6. CONFIRMATION OF MINUTES**

8

**Resolution**

THAT the minutes of the Council Meeting held on February 21, 2024 be confirmed as recorded.

**7. MATTERS ARISING FROM MINUTES**

**8. PUBLIC MEETINGS (Statutory and Non-Statutory)**

8.1 Z01/2024 - Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth (Elizabeth and Moses Stutzman)

18

- a) Submitted application Z01/2024 – Redacted
- b) Notice of Public Meeting Z01/2024
- c) Aerial GIS Photo of Subject Property
- d) Comments from others (including agencies) received by February 28, 2024
- e) Draft Zoning by-law Amendment

**9. MATTERS ARISING FROM PUBLIC MEETINGS**

9.1 Z01/2024 - Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth (Elizabeth and Moses Stutzman)

**Resolution**

THAT Public Meeting Z01/2024 - Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth (Elizabeth and Moses Stutzman) be referred to Committee of the Whole for consideration.

**10. INTRODUCTION OF BY-LAWS – FIRST AND SECOND READING**

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**Resolution**

THAT the following by-laws be introduced and taken as read a first and second time, and that they be given consideration in Committee of the Whole:

- By-law 2024-15 Being a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities
- By-law 2024-16 Being a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)

**11. COMMITTEE OF THE WHOLE**

**Resolution**

THAT Council now go into Committee of the Whole.

11.1 Consent Agenda and Determination of Items to be Separated

**Resolution**

THAT the Consent Agenda items be hereby received for information.

11.1.a Reports for Information

11.1.b Committee Minutes

11.1.b.a Saugeen Valley Conservation Authority - Board of Directors Meeting January 19, 2024 59

11.1.b.b Saugeen Mobility and Regional Transit General Board Meeting Draft Minutes - January 26, 2024 68

11.1.c Correspondence for Council information

11.1.c.a	AMO Watchfiles (February 22, 2024, February 29, 2024) <u>February 22, 2024; February 29, 2024</u>	
11.1.c.b	Grey County Council Meeting Highlights - February 22, 2024	72
11.1.d	Motions from Other Municipalities	
11.1.d.a	Township of Amaranth Resolution February 7, 2024 Re: Social and Economic Prosperity Review	74
11.2	Presentations/Delegations (Pre-Registered) - None	
11.3	Matters Arising from Presentations/Delegation - None	
11.4	Staff Reports and Verbal Updates from Staff	
11.4.a	Planners Report 2024-06 - Zoning By-law Amendment Application Z01/2024 (Elizabeth and Moses Stutzman)  <b>Resolution</b> THAT Planners Report 2024-06 be hereby received; and FURTHER THAT Committee of the Whole recommends to Council the approval of the Zoning By-law Amendment Application for Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth, Owner: Elizabeth and Moses Stutzman; and FURTHER THAT staff be directed to prepare the necessary By-law to give effect to the application.	76
11.4.b	CAO Clerk's Report 2024-04 - Council Remuneration Report  <b>Resolution</b> THAT CAO Clerk's Report 2024-04 regarding Council Remuneration for the period ending December 31, 2023 be hereby received for information.	78

- 11.4.c CAO Clerk's Report 2024-05 - Tender Results - Tandem Plow 82
- Resolution**  
THAT CAO Clerk's Report 2024-05 regarding Tender Results – Tandem Plow Trucks be hereby received for information; and FURTHER THAT Council award the tender for two tandem plow trucks as follows:  
International HX670 with 84 month/240 K Power train warranty at a cost of \$419,275.50 to be delivered in Q1-2025 and an International HX670 with 84 month/240 K Power train warranty at a cost of \$410,337.50 to be delivered in Q4-2025; and FURTHER THAT both purchases are funded through long term debt.
- 11.4.d CAO Clerk's Report 2024-06 - Tender Results – Grader Purchase 84
- Resolution**  
THAT CAO Clerk's Report 2024-06 regarding Tender Results – Grader Purchase be hereby received for information; and FURTHER THAT Council hereby accept the tender from Toromont Cat 140, Model 140 Joystick in the amount of \$520,412.00, together with the 4 year/5000 hour powertrain Warranty plus Hydraulics in the amount of \$20,520.00 and the service plan for the duration of Warranty Period in the amount of \$43,000.00 at a total cost of \$583,932 exclusive of HST.
- 11.4.e CAO Clerk's Report 2024-08 - Amendments to 2024 Budget  
Report and attachments to be circulated on Monday, March 4, 2024
- 11.4.f Verbal Updates from Staff

## 11.5 Consideration of By-laws

**Resolution**

THAT the following by-laws be referred to Council for consideration:

- By-law 2024-15 Being a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities
- By-law 2024-16 Being a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)

## 11.6 Items Requiring Direction

## 11.7 Items Requiring Discussion including Items Removed from Consent Agenda

## 11.8 Rise and Report from Committee of the Whole

**Resolution**

THAT Committee of the Whole rise as Council to report and confirm the actions taken in Committee of the Whole.

**12. ADOPT ACTION OF COUNCIL IN COMMITTEE OF THE WHOLE**

(Items requiring discussion and direction will require a separate motion)

**Resolution**

THAT the actions taken in Committee of the Whole today be confirmed by this Council; and

FURTHER THAT staff be authorized to take the actions necessary to give effect to the approved recommendations contained within the staff reports; and

FURTHER THAT by-laws under consideration be presented to Council for third reading.

**13. THIRD READING OF BY-LAWS** 102

**Resolution**

THAT the following by-laws be taken as read a third time, signed by the Mayor and Clerk and sealed with the Corporate Seal:

- By-law 2024-15 Being a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities
- By-law 2024-16 Being a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)

**14. NOTICES OF MOTION**

**15. NOTICE PROVISION**

- 15.1 Special Council Meetings - Review of Draft Comprehensive Zoning By-law 118

**16. TRACKING SHEET** 119

**17. OTHER BUSINESS**

**18. CLOSED MEETING - None**

**19. CONFIRMATORY BY-LAW** 120

**Resolution**

THAT By-law 2024-17 being a by-law to confirm all actions and proceedings of the March 6, 2024 Council meeting be hereby read a first, second, and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal.

**20. ADJOURNMENT**

# Important Dates

## Council Calendar

# 2024

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
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28	29	30	31			

August						
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25	26	27	28	29	30	31

September							
S	M	T	W	T	F	S	
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15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

October						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

■ Council Meeting 1<sup>st</sup> Wednesday of the month 9:30am and 3<sup>rd</sup> Wednesday of the month 6:30pm

■ Committee of Adjustment 9:00am

● Office closed due to Statutory Holidays

■ Council conferences (ROMA Jan 21-23, OGRA April 21-24, AMO Aug 18-21)

■ Special Meetings of Council



# Township of Chatsworth

## Council Minutes

Wednesday, February 21, 2024, 6:30 p.m.

Members Present: Mayor Scott Mackey  
Councillor Shawn Greig  
Councillor Elizabeth Thompson  
Councillor Peter Whitten

Regrets: Deputy Mayor Terry McKay

Staff Present: CAO Clerk, Patty Sinnamon  
Chief Building Official, Karl Schipprack  
Deputy Clerk, Tyler Zamostny  
Fire Chief, Mike Givens  
Operations Manager, Jamie Edwards  
Parks and Recreation Lead Hand, Matt Tanner

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### 1. CALL TO ORDER

Mayor Mackey called the meeting to order at 6:30 p.m.

### 2. OPENING CEREMONIES – O CANADA AND MOMENT OF REFLECTION

Mayor Mackey invited members of Council to join him in O Canada followed by a moment of reflection before proceeding with the Council Meeting.

### 3. OPEN FORUM (MAXIMUM FIFTEEN MINUTES)

There were no speaker requests for Open Forum.

### 4. APPROVE OR AMEND AGENDA

Resolution 2024-07-01

Moved by: Shawn Greig

Seconded by: Elizabeth Thompson

THAT Township of Chatsworth Council adopt the Agenda as revised to include Parks and Recreation Report 2024-02 - Desboro Community Centre Alternative Use.

**Carried**

### 5. DECLARATION OF PECUNIARY INTEREST - None

### 6. CONFIRMATION OF MINUTES

Resolution 2024-07-02

Moved by: Peter Whitten

Seconded by: Shawn Greig

THAT the minutes of the Council Meeting held on February 7, 2024 and the Planning Minutes dated February 7, 2024 be confirmed as recorded.

**Carried**

### 7. MATTERS ARISING FROM MINUTES - None

### 8. PUBLIC MEETINGS (Statutory and Non-Statutory) - None



**9. MATTERS ARISING FROM PUBLIC MEETINGS - None**

**10. INTRODUCTION OF BY-LAWS – FIRST AND SECOND READING**

Resolution 2024-07-03

Moved by: Shawn Greig

Seconded by: Elizabeth Thompson

THAT the following by-law be introduced and taken as read a first and second time, and that it be given consideration in Committee of the Whole:

- By-law 2024-13 Being a By-law to amend Zoning By-law No. 2015-61, being entitled the Township of Chatsworth Comprehensive Zoning By-law, (Part Lot 25, Concession 5, Geographic Township of Sullivan, Township of Chatsworth, 175349 Concession 6, File #Z12/2023)

**Carried**

**11. COMMITTEE OF THE WHOLE**

Resolution 2024-07-04

Moved by: Elizabeth Thompson

Seconded by: Shawn Greig

THAT Council now go into Committee of the Whole.

**Carried**

**11.1 Consent Agenda and Determination of Items to be Separated**

Resolution 2024-07-05

Moved by: Shawn Greig

Seconded by: Elizabeth Thompson

THAT the Consent Agenda items be hereby received for information except for the following:

- Item 11.1.c.b. - Western Ontario Wardens' Caucus Resolution February 9, 2024 Re: Social and Economic Prosperity Review
- Item 11.1.d.a. - Municipality of Powassan Resolution February 6, 2024 Re: Municipal Equipment Operator Course

**Carried**

**11.1.a Reports for Information**

**11.1.a.a Municipal Support Services - Chatsworth By-law Service Report January 2024**

**11.1.b Committee Minutes**

**11.1.b.a Owen Sound & North Grey Union Public Library Board - November 30, 2023**

**11.1.b.b Grey Highlands and Chatsworth Joint Waste and Diversion Site Committee - February 5, 2024**

**11.1.c Correspondence for Council information**

**11.1.c.a AMO Watchfiles (February 8, 2024, February 15, 2024)**

**11.1.c.b Western Ontario Wardens' Caucus Resolution February 9, 2024 Re: Social and Economic Prosperity Review**

**11.1.d Motions from Other Municipalities**

**11.1.d.a Municipality of Powassan Resolution February 6, 2024 Re: Municipal Equipment Operator Course**

**11.2 Presentations/Delegations (Pre-Registered)**

**11.2.a Celeste Eickholdt, Chair of the Williamsford Community Centre Board Re: Request to Submit Ontario Trillium Fund Grant Application**

Celeste Eickholdt, Chair of the Williamsford Community Centre Board provided a presentation to Council requesting support to apply for the Resilient Communities Grant through the Ontario Trillium Foundation. Ms. Eickholdt informed Council that the board does have an individual that could write and submit the grant, but as the building is owned by the Township, approval through Council must first be given. Council thanked Ms. Eickholdt for her presentation as well as members of the board for attending the meeting and their continued volunteer work within the facility. Staff mentioned that only one application may be submitted per municipality and that a report later in the agenda would be discussing the submission of a grant request through the Ontario Trillium Foundation for the Desboro Arena.

**11.3 Matters Arising from Presentations/Delegation**

**11.3.a Celeste Eickholdt, Chair of the Williamsford Community Centre Board Re: Request to Submit Ontario Trillium Fund Grant Application**

Resolution 2024-07-06  
Moved by: Shawn Greig  
Seconded by: Peter Whitten

THAT Committee of the Whole receive information presented by Celeste Eickholdt, Chair of the Williamsford Community Centre Board regarding a Request to Submit an Ontario Trillium Fund Grant Application.

**Carried**

**11.4 Staff Reports and Verbal Updates from Staff**

**11.4.a Building Report 2024-02 - 2023 Q4 Building Activity**

Resolution 2024-07-07  
Moved by: Shawn Greig  
Seconded by: Peter Whitten

That Report 2024-02 2023 Q4 building activity statistics, be hereby received for information.

**Carried**

**11.4.b Fire Chief Report 2024-02 - January 2024 Fire Department Activity Report**

Resolution 2024-07-08  
Moved by: Peter Whitten  
Seconded by: Elizabeth Thompson

THAT Fire Chief Report 2024-02 be hereby received for information; and

FURTHER THAT the January 2024 Fire Department Activity Report be hereby received for information.

**Carried**

**11.4.c Public Works Report 2024-01 - Boundary Road Agreement  
Renewal with Municipality of West Grey**

Resolution 2024-07-09  
Moved by: Peter Whitten  
Seconded by: Shawn Greig

THAT Public Works Report 2024-01 regarding the renewal of the Boundary Road Agreement with the Municipality of West Grey for a period of 5 years be hereby received; and  
FURTHER THAT Committee of the Whole recommends to Council to accept the agreement extension and direct staff to prepare a By-Law for final approval at future Council meeting.

**Carried**

**11.4.d Deputy Clerk's Report 2024-01 - Chatsworth Cemetery  
Monument Restoration Project**

Resolution 2024-07-10  
Moved by: Peter Whitten  
Seconded by: Elizabeth Thompson

THAT Deputy Clerk's Report 2024-01 be hereby received for information; and  
FURTHER THAT Committee of the Whole recommends to Council that the quote from JBNK Contracting in the amount of \$20,000.00 plus HST be accepted for monument restorations at the Chatsworth Cemetery; and  
FURTHER THAT the cost be allocated to the Cemetery Reserve account (01-0100-2532).

**Carried**

**11.4.e Parks and Recreation Report 2024-02 - Desboro Community  
Centre Alternative Use**

Resolution 2024-07-11  
Moved by: Shawn Greig  
Seconded by: Peter Whitten

THAT Parks and Recreation Report 2024-02 be hereby received for information; and  
FURTHER THAT Council directs staff to begin a capital grant application under the Ontario Trillium Foundation for the projects associated with the Desboro Community Centre or alternative.

Council requested a recorded vote on the resolution. CAO Clerk called the question.

Councillor Greig - Yes  
Mayor Mackey - Yes  
Councillor Thompson -Yes  
Councillor Whitten - Yes  
The motion was carried.

**Carried**

#### 11.4.f Verbal Updates from Staff

Chief Building Official, Karl Schipprack provided updates:

- A new building inspector has been hired. The new member will be introduced at a future Council meeting

Fire Chief, Mike Givens provided the following updates:

- The Fire Department applied for a grant from the Fire Fighters Association and received just under \$1,000.00. These funds are to be used to assist with Fire Fighter Certification and will be used on purchasing tablets to assist with training. Staff are hopeful that this will be finalized by the end of March 2024
- The Fire Department was unsuccessful in a previous grant to purchase a new generator to be used for the community centres & municipal buildings

Operations Manager Jamie Edwards provided the following updates:

- There will be two Boundary Road Agreements coming to a future Council meeting for approval. These agreements will be between the Municipality of Meaford and the Municipality of Grey Highlands
- The Structure 4 Bridge tender has been published and will close on March 5, 2024
- Grader tender closes February 22, 2024
- Plow truck proposal will be presented by Viking to us on February 22, 2024
- Staff are hopeful that the Plow truck that was purchased in 2022 from Viking will arrive for winter 2025

Recreation Lead Hand Matt Tanner provided the following updates:

- Staff have been busy preparing the Desboro Arena for recent rentals
- Staff have reached out to a contractor regarding the McCullough Lake boat ramp. Staff are waiting on pricing which will be brought back to a future Council meeting. Once pricing is received, staff can also begin the process of receiving comments from applicable agencies
- DJ Peat will continue to seal leaks at the Keady Arena
- New flooring at the Keady Arena is continuing to be completed

#### 11.5 Consideration of By-laws

Resolution 2024-07-12

Moved by: Elizabeth Thompson

Seconded by: Shawn Greig

THAT the following by-law be referred to Council for consideration:

- By-law 2024-13 Being a By-law to amend Zoning By-law No. 2015-61, being entitled the Township of Chatsworth Comprehensive Zoning By-law, (Part Lot 25, Concession 5, Geographic Township of Sullivan, Township of Chatsworth, 175349 Concession 6, File #Z12/2023)

**Carried**

## 11.6 Items Requiring Direction

### 11.6.a Municipality of Grey Highlands Correspondence February 5, 2024 Re: Joint Waste and Diversion Site Committee Resolution #1

Resolution 2024-07-13

Moved by: Elizabeth Thompson

Seconded by: Peter Whitten

THAT Committee of the Whole receive the correspondence from the Municipality of Grey Highlands dated February 5, 2024 for information; and

FURTHER THAT resolution JWDC2024-06 be approved to support the installation of security fencing at the Holland-Markdale WDS, at a cost of \$7,500.00 to be equally shared between the Municipality of Grey Highlands and the Township of Chatsworth as a "fixed capital asset" according to the "Agreement Governing the Jointly Owned Waste Disposal and Diversion Site".

**Carried**

### 11.6.b Municipality of Grey Highlands Correspondence February 5, 2024 Re: Joint Waste and Diversion Site Committee Resolution #2

Resolution 2024-07-14

Moved by: Elizabeth Thompson

Seconded by: Peter Whitten

THAT Committee of the Whole receive the correspondence from the Municipality of Grey Highlands dated February 5, 2024 for information; and

FURTHER THAT resolution JWDC2024-07 be approved to defer consideration of the completion of asphalt paving of the new exit roadway at the Holland-Markdale WDS; and

FURTHER THAT staff be directed to seek out pricing for the completion of the asphalt paving to be brought back for the Committee's consideration for inclusion in the 2025 municipal budget.

**Carried**

### 11.6.c Municipality of Grey Highlands Correspondence February 5, 2024 Re: Joint Waste and Diversion Site Committee Resolution #3

Resolution 2024-07-15

Moved by: Elizabeth Thompson

Seconded by: Shawn Greig

THAT Committee of the Whole receive the correspondence from the Municipality of Grey Highlands dated February 5, 2024 for information; and

FURTHER THAT resolution JWDC2024-08 be approved to direct staff to bring back a report for consideration by the Committee that includes options to reduce the total annual operating cost at the Markdale-Holland site by \$26,000 and operational considerations to lessen the impacts of the reduction to the public.

**Carried**

Council paused for a break at 8:16 p.m. and returned at 8:24 p.m.

Chief Building Official, Karl Schipprack left the meeting at this time.

**11.6.d Multi-Municipal Energy Working Group Correspondence  
February 11, 2023 Re: Unwilling Hosts**

Resolution 2024-07-16

Moved by: Shawn Greig

Seconded by: Elizabeth Thompson

WHEREAS the Independent Electrical System Operator (the IESO) has proposed to move forward with three RFPs where new wind turbine projects can receive a contract from the IESO; and  
WHEREAS people living near existing wind turbines report considerable impact on their lives due to noise and other emissions from the wind turbines; and

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

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

THEREFORE BE IT RESOLVED THAT the Township of Chatsworth Council does not support the establishment of any wind turbine projects within the municipality and continues to be an unwilling host; and

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

Council requested a recorded vote on the resolution. CAO Clerk called the question.

Councillor Greig - Yes

Mayor Mackey - Yes

Councillor Thompson -Yes

Councillor Whitten - Yes

The motion was carried.

**Carried**

**11.7 Items Requiring Discussion including Items Removed from Consent Agenda**

The following were discussed:

- Item 11.1.c.b. - Western Ontario Wardens' Caucus Resolution February 9, 2024 Re: Social and Economic Prosperity Review
- Item 11.1.d.a. - Municipality of Powassan Resolution February 6, 2024 Re: Municipal Equipment Operator Course

After discussion, the following resolutions were introduced.

Resolution 2024-07-17

Moved by: Shawn Greig

Seconded by: Peter Whitten

THAT Township of Chatsworth Council hereby support the resolution from the Western Ontario Wardens' Caucus regarding the Social and Economic Prosperity Review; and

FURTHER THAT the Western Ontario Wardens' Caucus be notified of our support.

**Carried**

Resolution 2024-07-18  
Moved by: Shawn Greig  
Seconded by: Peter Whitten

THAT Township of Chatsworth Council hereby support the resolution from the Municipality of Powassan regarding the Municipal Equipment Operator Course; and  
FURTHER THAT the Municipality of Powassan be notified of our support.

**Carried**

**11.8 Rise and Report from Committee of the Whole**

Resolution 2024-07-19  
Moved by: Elizabeth Thompson  
Seconded by: Peter Whitten

THAT Committee of the Whole rise as Council to report and confirm the actions taken in Committee of the Whole.

**Carried**

**12. ADOPT ACTION OF COUNCIL IN COMMITTEE OF THE WHOLE**

Resolution 2024-07-20  
Moved by: Peter Whitten  
Seconded by: Shawn Greig

THAT the actions taken in Committee of the Whole today be confirmed by this Council; and  
FURTHER THAT staff be authorized to take the actions necessary to give effect to the approved recommendations contained within the staff reports; and  
FURTHER THAT by-laws under consideration be presented to Council for third reading.

**Carried**

**13. THIRD READING OF BY-LAWS**

Resolution 2024-07-21  
Moved by: Elizabeth Thompson  
Seconded by: Peter Whitten

THAT the following by-law be taken as read a third time, signed by the Mayor and Clerk and sealed with the Corporate Seal:

- By-law 2024-13 Being a By-law to amend Zoning By-law No. 2015-61, being entitled the Township of Chatsworth Comprehensive Zoning By-law, (Part Lot 25, Concession 5, Geographic Township of Sullivan, Township of Chatsworth, 175349 Concession 6, File #Z12/2023)

**Carried**

**14. NOTICES OF MOTION – None**

**15. NOTICE PROVISION**

**15.1 Special Council Meetings - Review of Draft Comprehensive Zoning By-law**

Special Meeting Dates:

- February 28, 2024 at 4:00 p.m.
- March 27, 2024 at 4:00 p.m.
- April 24, 2024 at 4:00 p.m.

**16. OTHER BUSINESS**

The following was discussed:

- Conversation regarding the Williamsford Community Centre and if approval could be given by Council to allow the board to apply for the Resilient Communities Grant through the Ontario Trillium Foundation. After general conversation the following resolution was introduced.

Resolution 2024-07-22

Moved by: Elizabeth Thompson

Seconded by: Peter Whitten

THAT Council supports the Williamsford Community Centre Board submitting an Ontario Trillium Foundation grant through the Lions Club provided the Township can also put in an application to the Ontario Trillium Foundation and that this be confirmed by the Ontario Trillium Foundation.

Councillor Thompson requested a recorded vote on the resolution. CAO Clerk called the question.

Councillor Greig - No

Mayor Mackey - No

Councillor Thompson -Yes

Councillor Whitten - No

The motion was defeated.

**Defeated**

**17. CLOSED MEETING**

Resolution 2024-07-23

Moved by: Shawn Greig

Seconded by: Peter Whitten

THAT Council go into Closed Session for the following reason(s):

- i) Personal information about an identifiable individual including municipal or local board employees.

**Carried**

After resuming in open session, Mayor Mackey indicated that the only items discussed in Closed Session were those items listed in the resolution.



**18. CONFIRMATORY BY-LAW**

Resolution 2024-07-24

Moved by: Shawn Greig

Seconded by: Elizabeth Thompson

THAT By-law 2024-14 being a by-law to confirm all actions and proceedings of the February 21, 2024 Council meeting be hereby read a first, second, and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal.

**Carried**

**19. ADJOURNMENT**

The Mayor adjourned the meeting at 8:58 p.m.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO Clerk

1. Applicant Information

2. Subject Property

Municipal Address (if applicable) 135453 CON 8

Assessment Roll Number 42-04- 320-005-07300-0000

Former Municipality: Village of Chatsworth  Holland Township  Sullivan Township

Lot part Lot 23 Concession 7 Registered Plan No. \_\_\_\_\_

Lot \_\_\_\_\_ Reference Plan \_\_\_\_\_

3. Dimensions of Subject Property (in metric)

Area: 42 hectares Frontage: 287 metres Depth: 1360 metres

4. When did the current Owner acquire the subject property? 2010

5. What is the existing use of the subject property? How long has that use existed on this property? FARMING

6. What is the proposed use of the subject property? FARMING CEMENTRY

7. What is the purpose of the Zoning By-law Amendment?

Be specific. Attach additional sheets if necessary.

ALLOW FOR AD-EXP OF CEMENTRY

8. If the Zoning By-law Amendment is to implement an alteration to the boundary of a settlement area, please provide details of the Official Plan or Official Plan Amendment that deal with the matter. (Attach additional sheets if necessary)

---



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9. If the Zoning By-law Amendment is to remove land from an employment area, please provide details of the Official Plan or Official Plan Amendment that deal with the matter. Attach additional sheets if necessary.

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10. What is the land use designation of the subject lands according to the County of Grey Official Plan? Rural

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11. What is the Zoning of the subject lands according to the Township of Chatsworth Zoning By-law? A 1

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12. Provide the following details for all buildings, existing and proposed:  
(Use a separate page if necessary)

Buildings	Use of Building	Date of Construction	Ground Floor Area (m <sup>2</sup> )	Total Floor Area (m <sup>2</sup> )	No. of Storeys	Height (m)
Existing Building No. 1	House	And	Farm	Buildings		
Existing Building No. 2						
Existing Building No. 3						
Existing Building No. 4						
Existing Building No. 5						
Proposed Building No. 1	NONE					
Proposed Building No. 2						
Proposed Building No. 3						

**13. Indicate the type of servicing:**

Type of Servicing	Existing	Proposed
Water Servicing (Municipal, Communal , Private Well)	well	well
Sewer Servicing (Communal, Private Septic)	NONE	NONE
Storm Servicing (Storm Sewer, Ditches, Swales)	ditch	ditch

**14. Indicate the type of road access:**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Provincial Highway                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | County Road                               |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Municipal Road, open year-round           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Municipal Road, not maintained year-round |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Private Right of Way                      |

What is the name of the road, if applicable? CON 8

**15. Has the Applicant or Owner made application for any of the following, either on or within 120 metres of the subject land?**

- |                         |   |  |
|-------------------------|---|--|
| Official Plan Amendment | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Zoning By-law Amendment | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Minor Variance          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Consent                 | Yes <input checked="" type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Plan of Subdivision     | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Site Plan Control       | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

**If the answer to any of the above is "yes", please provide the following information:**

File No. of Application: B 12/2023  
 Approval Authority: Township Council  
 Purpose of Application: Cement expansion  
 Status of Application: Approved  
 Effect on the Current Application for Amendment: \_\_\_\_\_

**16. List all public agencies to which you discussed this Application prior to submitting this Application:**

Township Planner

**17. List the titles of any supporting documents submitted with this Application:**

(ie Planning Report, Environmental Impact Study, Storm Water Management Report, etc.)

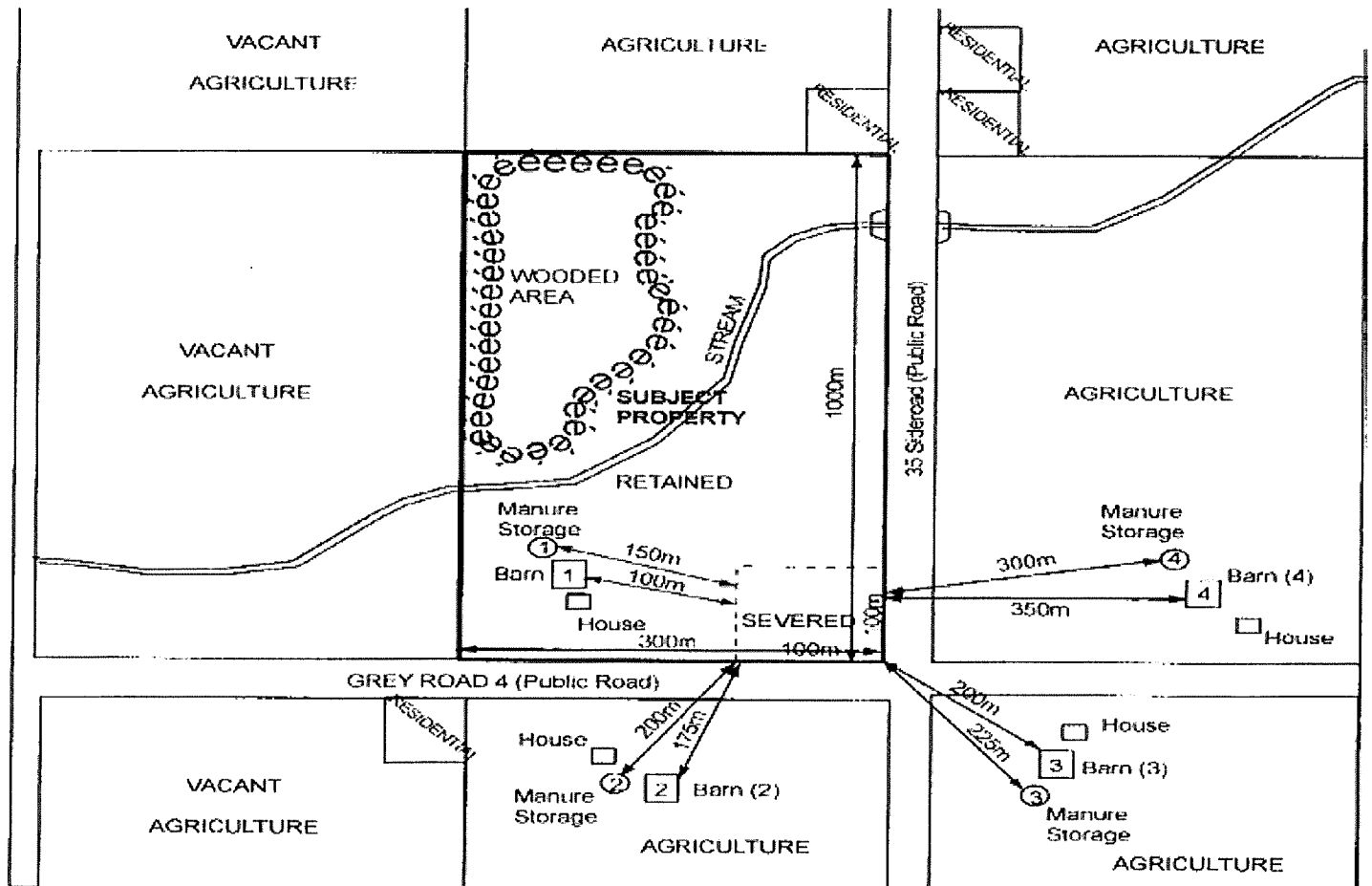
NONE

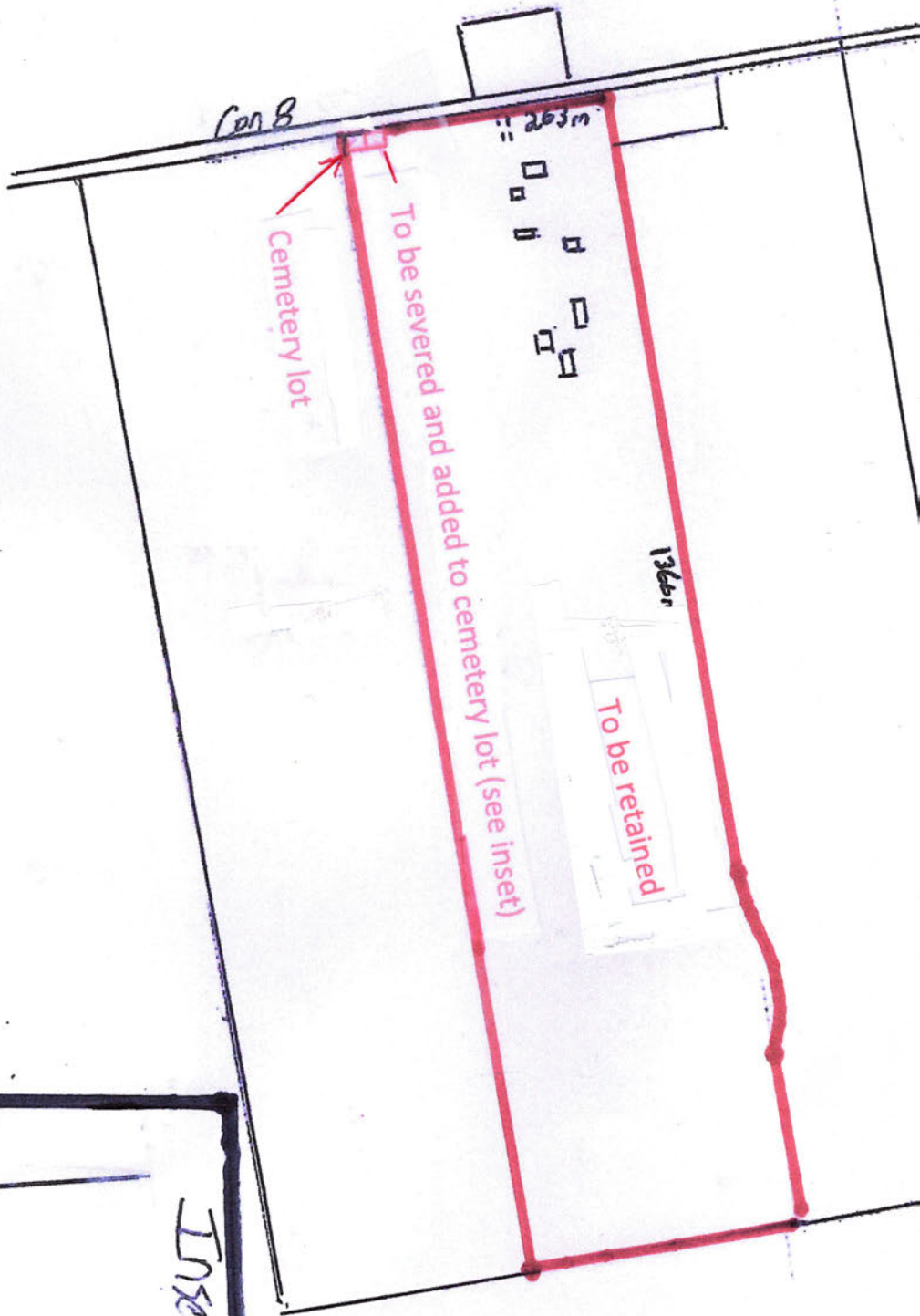
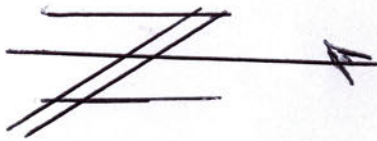
### 18. Required Drawing

A drawing **prepared to scale** on an 11" x 14" sheet of paper is required showing:

- the north arrow;
- the lands that are owned by the owner/applicant, including dimensions;
- the lands that only subject to the application, if different from the above, including dimensions;
- the location of all open and unopen roads that abut the subject property;
- the location of all buildings or structures on the subject property, including setbacks from lot lines;
- the location of the septic system and well, if applicable;
- the location of driveways and parking areas on the subject property;
- the location of other features on the property including forested areas, watercourses;
- the location of easements on the subject property, if applicable;
- the uses of the adjacent lands;
- the location of all barns and manure storage facilities on the subject property and on lands within 500 metres of the subject property;

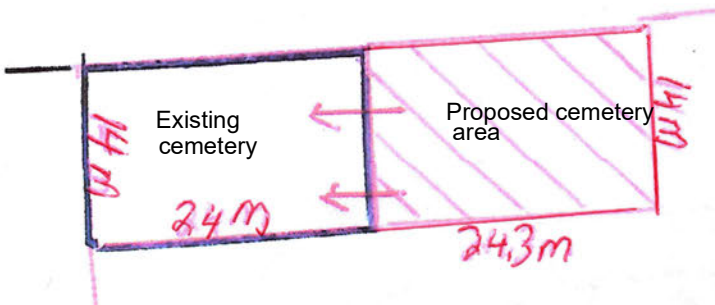
### Sample Drawing





CONCESSION B

INSET



**NOTICE OF A COMPLETE APPLICATION  
AND NOTICE OF A PUBLIC MEETING  
CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT**

**TAKE NOTICE** that the Corporation of the Township of Chatsworth is in receipt of a complete application for a Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended.

**AND TAKE FURTHER NOTICE** that Council of the Corporation of the Township of Chatsworth will hold a Public Meeting on **Wednesday, March 6, 2024 at 9:30 a.m.** in the Municipal Council Chambers to consider the proposed Zoning By-law Amendment, as per the requirements of Section 34 of the Planning Act, R.S.O. 1990, as amended.

The following information is relevant to the application:

File No.: Z01/2024  
Owner: Elizabeth and Moses Stutzman  
Description: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Address: 135453 Concession 8  
Assessment Roll No: 42-04-320-005-07300  
Purpose: To change the zoning of certain lands from A1 (Rural) to I (Institutional) to allow for the expansion of an existing cemetery.

The lands subject to rezoning are designated 'Rural' on Schedule A to the County of Grey Official Plan.

A map showing the location of the property is attached.

**ANY** individuals, corporations and public bodies may attend the Public Meeting and/or make written or verbal representation either in support of or in opposition to the proposed Zoning By-law Amendment. An individual, corporation or public body that does not make an oral submission at the public meeting or make a written submission to the Township of Chatsworth with regard to the Zoning By-law Amendment prior to the amendment being adopted is not entitled to appeal the Zoning By-law Amendment, nor is such person entitled to be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

**ADDITIONAL** information relating to the proposed Zoning By-law Amendment may be obtained by contacting the Township Office at Ext. 134.

**DATED** this 31<sup>st</sup> day of January, 2024

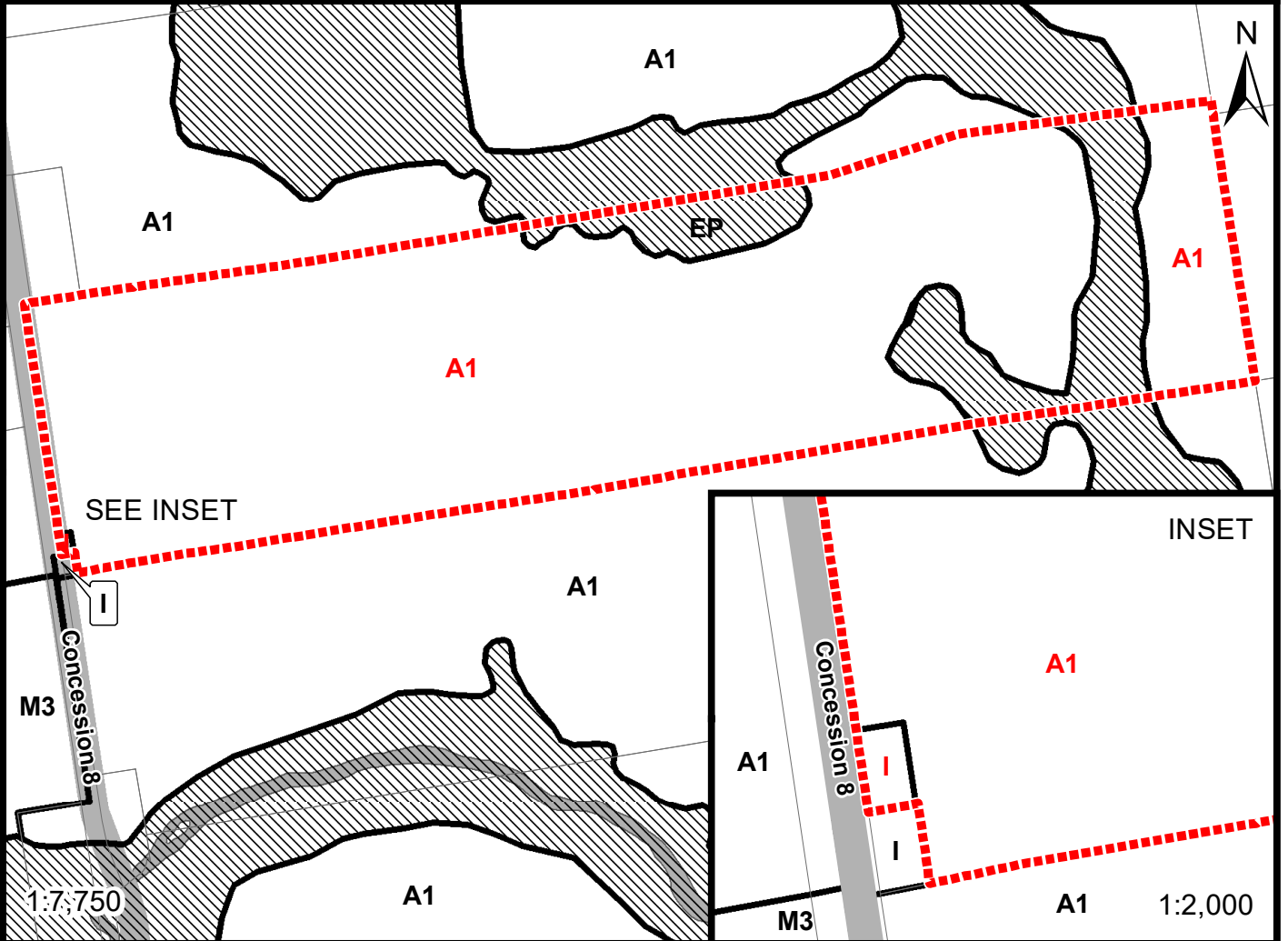
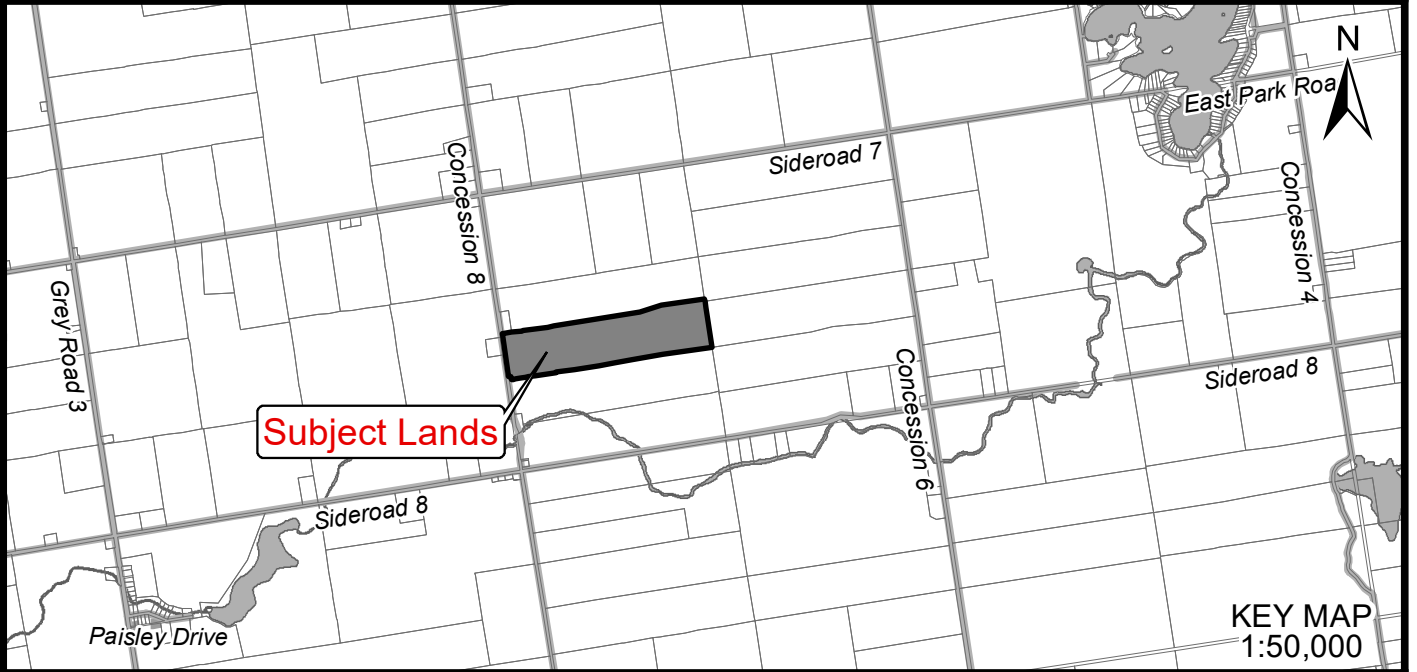
Tyler Zamosny, Deputy Clerk  
Township of Chatsworth  
316837 Highway 6  
R.R. #1 CHATSWORTH, Ontario  
N0H 1G0  
Tel. (519) 794-3232 Ext. 134

Fax (519) 794-4499

# TOWNSHIP OF CHATSWORTH

## ZBA Z01/2024

### SCHEDULE A




#### LEGEND

 Subject Lands

 Rural

 Institutional

 Extractive Industrial

 Environmental Protection



# Aerial GIS Photo of Subject Property – Z01/2024



**From:** Paul Dowber <Paul.Dowber@chatsworth.ca>  
**Sent:** Wednesday, January 31, 2024 12:14 PM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** RE: Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Hi Tyler,

Finance has no issues with this application.

## Paul Dowber CPA, CGA

Treasurer



Township of Chatsworth  
316837 Highway 6, RR 1, Chatsworth ON N0H 1G0  
Phone 519-794-3232 Ext 133  
Fax 519-794-4499 [www.chatsworth.ca](http://www.chatsworth.ca)

**From:** Tyler Zamostny <[tyler.zamostny@chatsworth.ca](mailto:tyler.zamostny@chatsworth.ca)>  
**Sent:** Wednesday, January 31, 2024 12:11 PM  
**Subject:** Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Good afternoon:

Re:

File: Z01/2024

Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth

Civic: 135453 Concession 8

You will find attached the following items:

- Notice of Public Meeting Z01/2024
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

**From:** Jamie Edwards <jamie.edwards@chatsworth.ca>  
**Sent:** Thursday, February 1, 2024 8:44 AM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** RE: Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Public works has no issue or concerns with this application.

Thanks

Jamie Edwards  
Operations Manager  
Township of Chatsworth  
Phone 519-794-3232 Ext 137

**From:** Tyler Zamostny <[tyler.zamostny@chatsworth.ca](mailto:tyler.zamostny@chatsworth.ca)>  
**Sent:** Wednesday, January 31, 2024 12:11 PM  
**Subject:** Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Good afternoon:

Re:  
File: Z01/2024  
Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Civic: 135453 Concession 8

You will find attached the following items:

- Notice of Public Meeting Z01/2024
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

**From:** Mike Givens <mike.givens@chatsworth.ca>  
**Sent:** Thursday, February 1, 2024 9:53 AM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** Re: Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

## No concerns

Mike Givens, Fire Chief/CFPO/CEMC  
Township of Chatsworth Fire Department  
519-794-3188  
[mike.givens@chatsworth.ca](mailto:mike.givens@chatsworth.ca)



**CONFIDENTIALITY NOTE:** The information in this email is confidential and may be privileged. If you are not the intended recipient, please notify the sender you received it in error and delete it from your computer. Please consider the environment before printing this message.

---

**From:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Sent:** Wednesday, January 31, 2024 12:10 PM  
**Subject:** Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Good afternoon:

Re:  
File: Z01/2024  
Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Civic: 135453 Concession 8

You will find attached the following items:

- Notice of Public Meeting Z01/2024
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

**From:** Building <building@chatsworth.ca>  
**Sent:** Friday, February 2, 2024 8:20 AM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** Re: Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Building department has no concerns.

Karl Schipprack  
Chief Building Official  
Township of Chatsworth  
[building@chatsworth.ca](mailto:building@chatsworth.ca)  
(519)794-3232

On Jan 31, 2024, at 12:10 PM, Tyler Zamostny <[tyler.zamostny@chatsworth.ca](mailto:tyler.zamostny@chatsworth.ca)> wrote:

Good afternoon:

Re:  
File: Z01/2024  
Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Civic: 135453 Concession 8

You will find attached the following items:

- Notice of Public Meeting Z01/2024
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

**From:** Brendan Schlamp - GM BluePlan <Brendan.Schlamp@gmblueplan.ca>  
**Sent:** Tuesday, February 13, 2024 3:30 PM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** RE: Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Hi Tyler,

This request does not impact or have connection with any Municipal Drains, therefore GMBP has no comments.

Best regards,

**Brendan Schlamp, E.I.T.**  
Project Designer

**GM BluePlan Engineering Limited**  
1260-2<sup>nd</sup> Avenue East | Owen Sound ON N4K 2J3  
t: 519.376.1805 ext. 2334 | c: 519.706.2497  
[brendan.schlamp@gmblueplan.ca](mailto:brendan.schlamp@gmblueplan.ca) | [www.gmblueplan.ca](http://www.gmblueplan.ca)



**From:** Tyler Zamostny <[tyler.zamostny@chatsworth.ca](mailto:tyler.zamostny@chatsworth.ca)>  
**Sent:** Wednesday, January 31, 2024 12:11 PM  
**Subject:** [EXT] Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Good afternoon:

Re:  
File: Z01/2024  
Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Civic: 135453 Concession 8

You will find attached the following items:  
- Notice of Public Meeting Z01/2024  
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

**From:** Michael Oberle <m.oberle@SVCA.ON.CA>  
**Sent:** Thursday, February 22, 2024 9:57 AM  
**To:** Tyler Zamostny <tyler.zamostny@chatsworth.ca>  
**Subject:** SVCA comments Z01/2024-Stutzman

Good morning Tyler,

Regarding the above referenced file, SVCA provided comments (attached for reference) dated December 22, 2023 for the related B12-2023 file.

SVCA comments remain unchanged for the Z01-2024 file.

I trust that this is helpful. Any questions, please ask.

Kind regards,  
Mike  
Michael Oberle  
Environmental Planning Coordinator  
Cell: 519-373-4175  
1078 Bruce Road 12, PO Box 150, Formosa, ON N0G 1W0  
[www.saugeenconservation.ca](http://www.saugeenconservation.ca)

**From:** Tyler Zamostny <[tyler.zamostny@chatsworth.ca](mailto:tyler.zamostny@chatsworth.ca)>  
**Sent:** Wednesday, January 31, 2024 12:11 PM  
**Subject:** Chatsworth Zone Amendment: File Z01/2024, Elizabeth and Moses Stutzman, 135453 Concession 8

Good afternoon:

Re:  
File: Z01/2024  
Legal: Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth  
Civic: 135453 Concession 8

You will find attached the following items:

- Notice of Public Meeting Z01/2024
- Submitted application Z01-2024 - Redacted

Should you have any comments for the public record they would be appreciated by:  
**Wednesday February 28, 2024.**

Once submitted, your comments will be circulated within the agenda package.

Best regards,  
Tyler Zamostny

SENT ELECTRONICALLY ONLY (Tyler.Zamostny@chatsworth.ca)

December 22, 2023

Township of Chatsworth  
316837 Highway 6, R.R. #1  
Chatsworth, ON N0H 1G0

Attention: Tyler Zamostny, Deputy Clerk

RE: B12-2023  
135453 Concession 8  
Part Lot 23, Concession 7  
Roll No.: 420432000507300  
Geographic Township of Sullivan  
Township of Chatsworth

Saugeen Valley Conservation Authority (SVCA) staff has reviewed the above-noted application as per our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 3 of the Provincial Policy Statement (PPS, 2020) and as a regulatory authority under Ontario Regulation 169/06 (SVCA's Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). Staff has also provided comments as per our Memorandum of Agreement (MOA) with the Township of Chatsworth representing natural hazards. The application has also been reviewed through our role as a public body under the Planning Act as per our CA Member approved Environmental Planning and Regulations Policies Manual, amended October 16, 2018. Finally, we have screened the application to determine the applicability of the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan, prepared under the Clean Water Act, 2006.

## Purpose

The purpose of the application is to expand an Amish cemetery by severing 340.2 square metres of land and adding the severed parcel to the abutting cemetery. A 42.07 hectare farm lot would be retained. No new lot will be created as a result of this lot-line adjustment.

## Recommendation

SVCA staff find the application to be generally acceptable. We elaborate in the following paragraphs.



## **Delegated Responsibility and Advisory Comments -Natural Hazards**

SVCA natural hazard feature mapping shows that the subject property is affected by watercourses which are tributaries of the North Saugeen River, its related floodplain, valley slopes, and any wetlands/swamps.

These natural hazard features are shown in the County of Grey OP as Hazard Lands and the Township Chatsworth Zoning By-law 2015-61 as EP zone, which is appropriate. It is the opinion of SVCA staff that the County and Township Hazard Land and EP zone mapping generally coincides with SVCA mapping.

The parcel to be severed does not contain any Hazard Land area or EP zone.

### **Provincial Policy Statement (PPS, 2020) Natural Hazard Policies– Section 3.1**

Section 3.1.1 of the PPS, 2020 states, in general, that development shall be directed to areas outside of hazardous lands (flooding hazards, erosion hazards, dynamic beach hazards), and hazardous sites (organic soils, leda clay, unstable bedrock). It is the opinion of SVCA staff that the applications conform to section 3.1 of the PPS.

### **County of Grey Official Plan (OP) Policies**

Section 7.2 of the County OP, in general, does not permit development and site alteration in hazard lands, except for uses connected with conservation of water, soil, wildlife and other natural resources and only where site conditions are suitable and where the hazard impacts have been reviewed. It is the opinion of SVCA staff that the applications conform to the natural hazard policies of the Grey County OP.

## **Drinking Water Source Protection / Water resources**

The subject property appears to SVCA staff to not be located within an area that is subject to the local Drinking Water Source Protection Plan.

## **Statutory Comments**

SVCA staff has reviewed the applications as per our responsibilities as a regulatory authority under Ontario Regulation 169/06 (SVCA's Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). This regulation, made under Section 28 of the *Conservation Authorities Act*, enables SVCA to regulate development in or adjacent to river or stream valleys, Great Lakes and inland lake shorelines, watercourses, hazardous lands, and wetlands. Subject to the CA Act, development taking place on or adjacent to these lands may require permission from SVCA to confirm that the control of flooding, erosion, dynamic beaches, pollution, or the conservation of land are not affected. SVCA also regulates the alteration to or interference in any way with a watercourse or wetland.

The parcel to be severed is not within the SVCA Approximate Screening Area. However, small areas of the property to be retained are within the SVCA Approximate Screening Area associated with Ontario Regulation 169/06. As such, development and/or site alteration within this area may require the permission from SVCA, prior to carrying out the work.

“Development” as defined under the *Conservation Authorities Act* means:

- a) *the construction, reconstruction, erection or placing of a building or structure of any kind;*
- b) *any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure, or increasing the number of dwelling units in the building or structure;*
- c) *site grading; or,*
- d) *the temporary or permanent placing, dumping or removal of any material, originating on the site or elsewhere.*

And;

“Alteration” as per Section 5 of Ontario Regulation 169/06 includes the straightening, diverting or interference in any way with a river, creek, stream, or watercourse, or the changing or interfering in any way with a wetland.

To determine the SVCA Approximate Screening Area on the property, please refer to the SVCA Mapping Tool: <https://www.saugeenconservation.ca/en/permits-and-planning/maps-and-gis.aspx>. For the property, the SVCA Approximate Screening Area includes the natural hazard features noted above and an offset distance outwards from those features of the larger of 15 metres outwards from a floodplain and/or 30 metres outwards from a wetland/swamp edge.

### **SVCA Permission for Development or Alteration**

If development is proposed within the SVCA Approximate Screening Area please contact this office, as permission may be required prior to development occurring.

Please note, this letter is not permission for development within an SVCA Regulated Area.

### **Summary**

SVCA staff have reviewed this application in accordance with our MOA with the Township, and as per our mandated responsibilities for natural hazard management, including our regulatory role under the *Conservation Authorities Act*. SVCA staff find the application to be acceptable.

Given the above comments, it is the opinion of the SVCA staff that:

- 1) Consistency with Section 3.1, Natural Hazard policies of the PPS has been demonstrated.
- 2) Consistency with local planning policies for natural hazards has been demonstrated.

Please inform this office of any decision made by the County/Township with regard to the application. We respectfully request to receive a copy of the decision and notice of any appeals filed. Should you have any questions, please contact the undersigned at [m.oberle@svca.on.ca](mailto:m.oberle@svca.on.ca).

Sincerely,

Michael Oberle  
Environmental Planning Coordinator

Township of Chatsworth

B12-2023

December 22, 2023

Page 4 of 4

Saugeen Valley Conservation Authority

MO/

cc: Peter Whitten, Authority Director, SVCA (via email)  
Karl Schipprack, CBO, Township of Chatsworth (via email)  
Ron Davidson, Planner, Township of Chatsworth (via email)

February 26<sup>th</sup>, 2024

Ron Davidson  
Township of Chatsworth  
316837 Highway 6, RR 1  
Chatsworth, ON  
N0H 1G0

**RE: Zoning By-law Amendment Z01.2024  
Part Lot 23, Concession 7 (135453 Concession 8)  
Township of Chatsworth (Geographic Township of Sullivan)  
Roll: 420432000507300  
Owners/Applicants: Elizabeth and Moses Stutzman**

Dear Mr. Davidson,

This correspondence is in response to the above noted application. We have had an opportunity to review the application in relation to the Provincial Policy Statement (PPS) and the County of Grey Official Plan (OP). We offer the following comments.

The purpose and effect of the subject application is to change the zoning of certain lands from A1 (Rural) to I (Institutional) to allow for the expansion of an existing cemetery.

County Planning Ecology staff have reviewed the subject application and have a comment stating,

*The property contains and/or is adjacent to 'Significant Woodlands', 'Significant Wildlife Habitat', potential 'Habitat for Threatened and/or Endangered Species', and 'Fish Habitat'. It is Grey County staffs understanding that the proposed development will be located within and/or adjacent to the features. It is Grey County Staffs opinion that the potential impact to natural heritage would be negligible and the requirement for an Environmental Impact Study (EIS) can be waived.*

*Further, it is Grey County Staffs understanding stormwater management infrastructure is not needed for the proposal.*

*In addition, it is Grey County Staffs understanding that the property does not contain protection areas that are subject to policies of the Source Water Protection Act.*

Page 2  
February 26<sup>th</sup>, 2024

Provided our comments relating to severance application B12.2023 have been addressed; County Planning staff have no concerns with the subject application.

The County requests notice of any decision rendered with respect to this file.

If you wish to discuss this matter further, please contact me.

Yours truly,

A handwritten signature in black ink that reads "Derek McMurdie". The signature is written in a cursive, slightly slanted style.

Derek McMurdie  
Planner  
(548) 877 0857  
[Derek.McMurdie@grey.ca](mailto:Derek.McMurdie@grey.ca)  
[www.grey.ca](http://www.grey.ca)

December 14<sup>th</sup>, 2023

Ron Davidson  
Township of Chatsworth  
316837 Highway 6, RR 1  
Chatsworth, ON  
N0H 1G0

**RE: Consent Application B12.2023  
Part Lot 23, Concession 7 (135453 Concession 8)  
Township of Chatsworth (Geographic Township of Sullivan)  
Roll: 420432000507300  
Owners/Applicants: Elizabeth and Moses Stutzman**

Dear Mr. Davidson,

This correspondence is in response to the above noted application. We have had an opportunity to review the application in relation to the Provincial Policy Statement (PPS) and the County of Grey Official Plan (OP). We offer the following comments.

The purpose and effect of the subject application is to expand an Amish cemetery by severing 340.2 square metres of land and adding the severed parcel to the abutting cemetery. A 42.07-hectare farm lot would be retained. No new lot will be created as a result of this lot-line adjustment.

Schedule A of the County OP designates the subject lands as 'Rural'. Section 5.4.1(2) states,

*In addition to the uses listed in Section 5.2.1, the following additional uses will be permitted in the Rural land use type:*

*f) Institutional uses including cemeteries, churches, or schools,*

Further, Section 5.4.3(3) states,

*Consents are permitted for lot addition purposes, or to correct lot boundaries, where the land being added is to be added to an existing use provided the enlarged lot and retained lots are greater than 0.4 hectares each.*

The enlarged lot would be used for a cemetery, which is a permitted Institutional use within the Rural designation. The enlarged lot would remain smaller than 0.4 hectares. The size requirement of 0.4 hectares is to ensure that lots can safely be serviced by on site servicing. However, the proposed lot addition would not include any new development that would require on site servicing and the property will continue to be used as a cemetery. Therefore, County Planning staff have no concerns.

Section 5.2.2(5) of the County OP states,

- j) Institutional uses, including schools, churches, and cemeteries, required by the horse and buggy community, shall be considered a Type A land use for the purposes of calculating MDS.*

The enlarge cemetery would be a Type A land use as it would be used by residents that would access the cemetery by horse and buggy. MDS calculations were done and setbacks can be obtained; therefore, County Planning staff have no concerns.

Schedule A of the County OP indicates that the subject lands contain 'Hazard Lands'. The proposed severance is located outside of the Hazard Lands; therefore, County Planning staff have no concerns.

Schedule B of the County OP indicates that the subject lands contain 'Aggregate Resource Area'. Section 5.6.2(11) states,

*Minor lot additions to existing lots may be permitted in Aggregate Resource Areas, provided reasoning is provided to:*

- *Demonstrate the appropriateness of the land area to be severed (i.e. land need, boundary error, servicing, parking, etc.),*
- *Demonstrate that the outcomes of the lot addition will not unduly impact future resource extraction, both from an availability of land and potential land use conflict perspective, and*
- *To explain the hardship imposed by not permitting the severance.*

*All reasonable efforts shall be made to minimize any impacts on the aggregate resource through any lot additions.*

*Lot adjustments in the Agricultural land use type and Special Agricultural land use type may only be permitted for legal or technical reasons.*

*Lot additions for the purposes of consolidating resource lands may also be permitted, provided a new non-farm sized lot is not created.*

The proposed lot addition is relatively small and would not create a new non-farm sized lot. In addition, planning justification was submitted with the application and provided appropriate reasoning for the points listed above. Therefore, County Planning staff have no concerns.

Appendix B of the County OP indicates that the subject lands contain and/or is adjacent to 'Significant Woodlands', 'Significant Wildlife Habitat', potential 'Habitat for Threatened and/or Endangered Species', Other Wetlands', and 'Fish Habitat'. County Planning Ecology staff have reviewed the subject application and have a comment stating,

*It is Grey County staffs understanding that the lot creation is within previously disturbed and developed areas with no lot alteration or development proposed. As such, it is Grey County Staffs opinion that the potential impact to natural heritage would be negligible and the requirement for an Environmental Impact Study (EIS) can be waived.*

*Further, it is Grey County Staffs understanding stormwater management infrastructure is not needed for the proposal.*

*In addition, it is Grey County Staffs understanding that the property does not contain protection areas that are subject to policies of the Source Water Protection Act. The property does however lie within an area designated as a significant groundwater recharge area that may influence highly vulnerable aquifers, as such, low-impact development/infrastructure recommended.*

County Planning staff have no concerns with the subject application.

The County requests notice of any decision rendered with respect to this file.

If you wish to discuss this matter further, please contact me.

Yours truly,



Derek McMurdie  
Planner  
(519) 372 0219 ext. 1239  
[Derek.McMurdie@grey.ca](mailto:Derek.McMurdie@grey.ca)  
[www.grey.ca](http://www.grey.ca)



**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**DRAFT BY-LAW**

**BEING a By-law to amend Zoning By-law No. 2015-61, being entitled the Township of Chatsworth Comprehensive Zoning By-law, (Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth, 135453 Concession 8, File #Z01/2024)**

**WHEREAS** the Council of the Corporation of the Township of Chatsworth deems it in the public interest to pass a By-law to amend Zoning By-law No. 2015-61; and

**WHEREAS** pursuant to the provisions of Sections 34 of the Planning Act, R.S.O. 1990, as amended, By-laws may be amended by Councils of Municipalities;

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

1. Schedule 7 to Zoning By-law No. 2015-61 is hereby amended by changing the zone symbol affecting the lands described as Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth from 'A1' to 'I' as shown more particularly on Schedule "A" attached hereto.
2. This By-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act, R.S.O. 1990, as amended.

**READ** a first and second time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**READ** a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

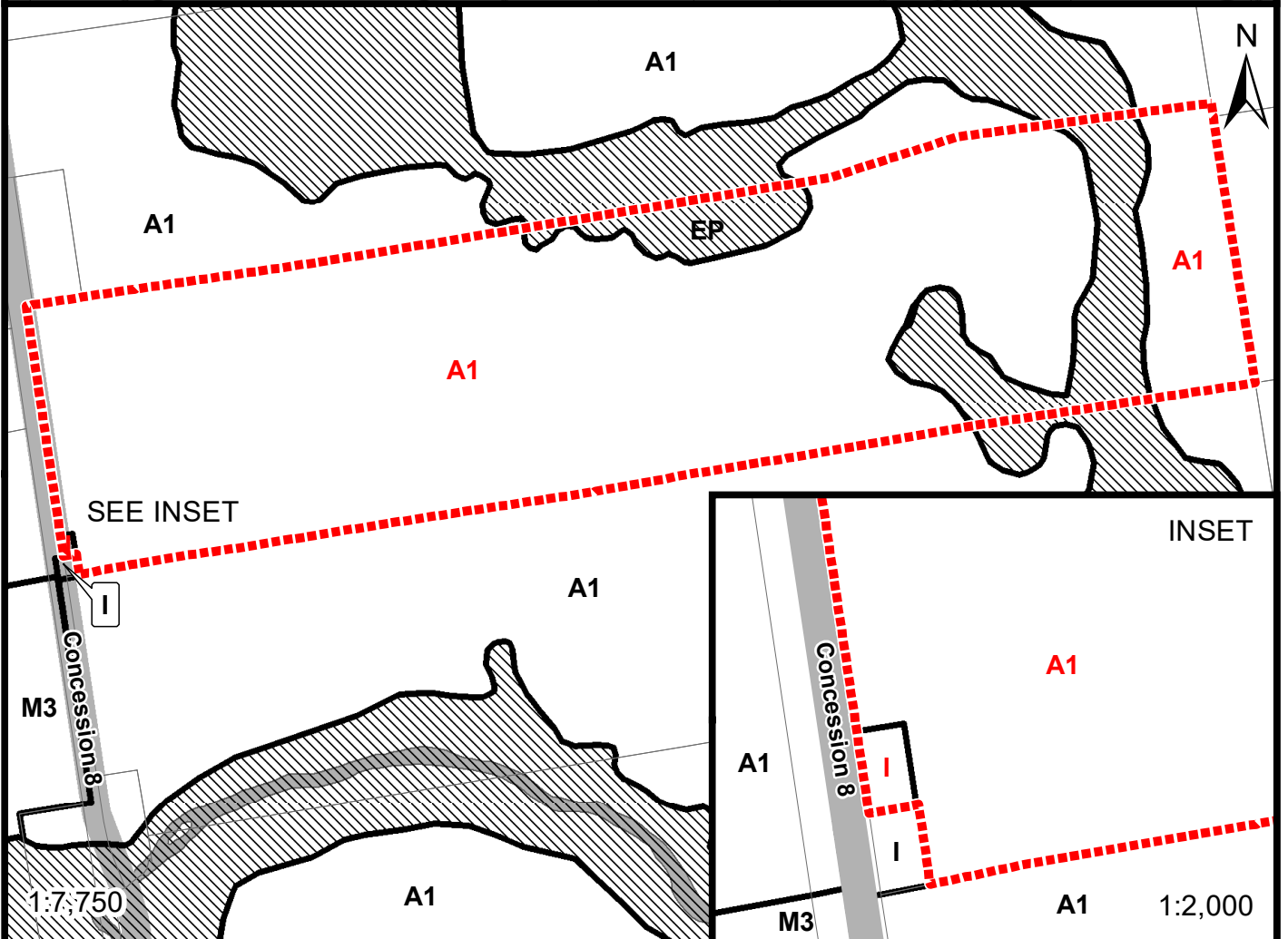
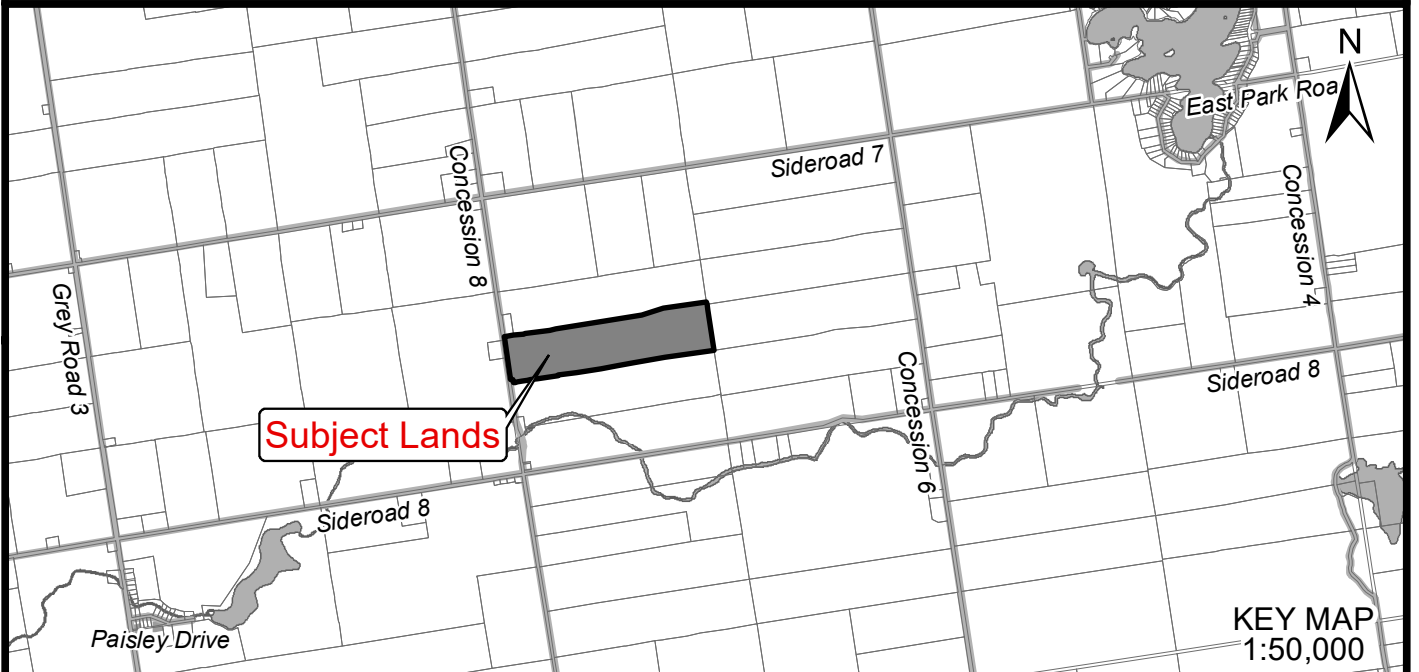
\_\_\_\_\_  
Scott Mackey, Mayor

\_\_\_\_\_  
Patty Sinnamon, CAO Clerk

# TOWNSHIP OF CHATSWORTH

## DRAFT BY-LAW Z01/2024

### SCHEDULE A




#### LEGEND

 Subject Lands

 Rural

 Institutional

 Extractive Industrial

 Environmental Protection

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-15**

**BEING a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities**

**WHEREAS** the Council of the Township of Chatsworth deems it necessary to enter into a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities;

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

1. THAT the Mayor and CAO Clerk of the Township of Chatsworth are hereby authorized to sign a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO Clerk

Schedule "A" to By-law 2024 - 15

**Boundary Road Agreement**

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

Between:

**The Corporation of the Municipality of West Grey**

Hereinafter referred to as

**"West Grey"**

and

**The Corporation of the Township of Chatsworth**

Hereinafter referred to as

**"Chatsworth"**

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

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

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

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

## Section 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 2 - Term**

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

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

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

## Section 3 - Insurance

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

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

## **Section 4 - Indemnity**

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

## **Section 5 - Notice of Claim**

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

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

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



maintenance season throughout the term of the agreement.

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

## **Section 7 - Capital Costs**

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

## **Section 8 - Maintenance and Repair of Bridges**

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

## **Section 9 - Annual Review and Planning**

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

## **Section 10 – Payment**

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

## **Section 11 - Entrance Permits**

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

## **Section 12 – Notice**

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

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

And to:

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

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

## **Section 13 – Arbitration**

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

## **Section 14 – General**

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

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

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

The Corporation of the Township of Chatsworth

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

The Corporation of the Municipality of West Grey

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

## Schedule 'A' to the Boundary Road Agreement

### Part 'A' - Chatsworth Responsibilities

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

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

Covering a total distance of approx. 7.6km.

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

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

### Part 'B' - West Grey Responsibilities

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

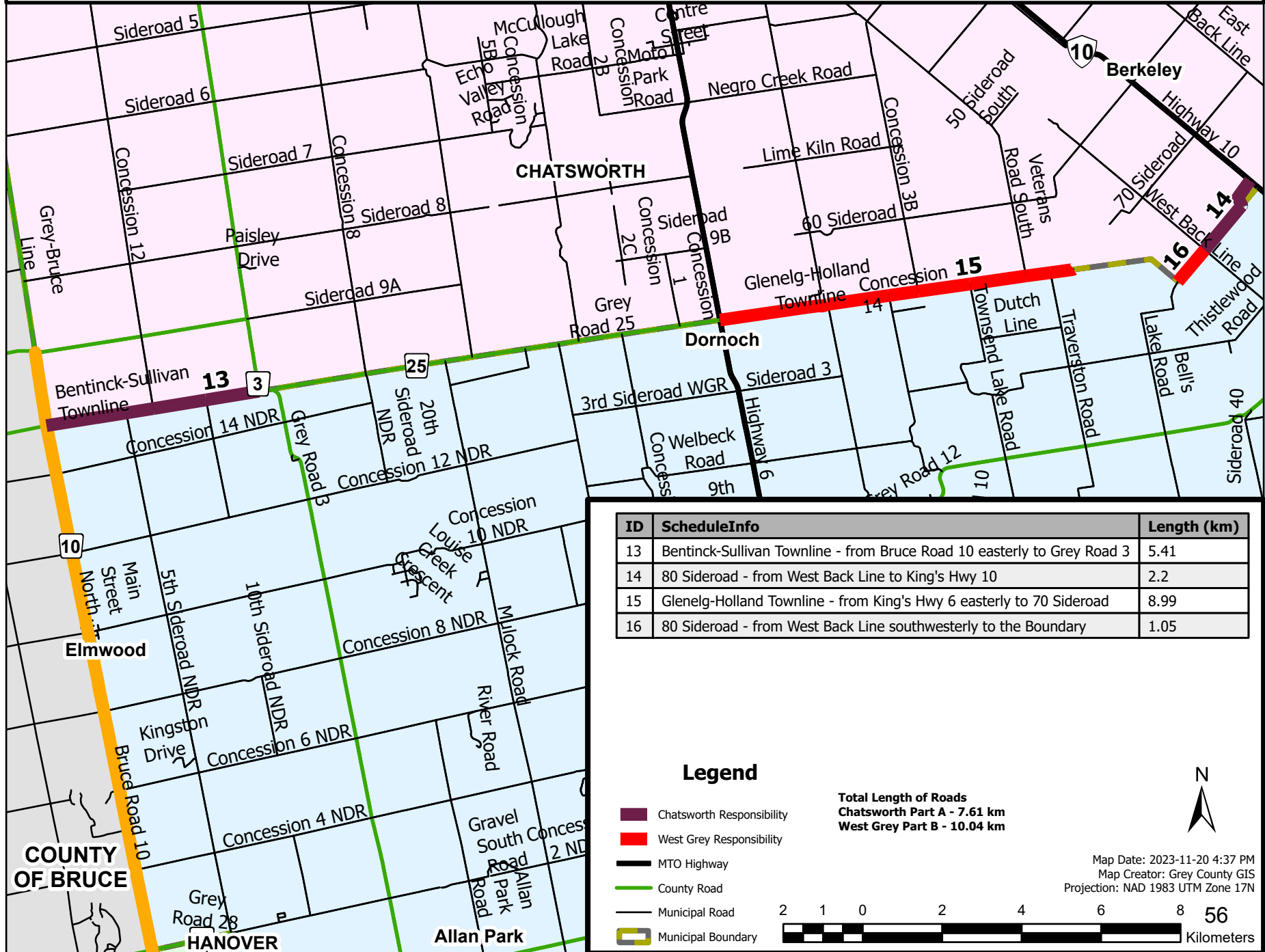
Road Section	Maintenance Class	Chatsworth Road ID	West Grey Road ID
Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad, approx. 9km	4	6126	2485
80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km (winter maintenance period only-see Part A above)	6	6380-05	2680

Covering a total distance of approx. 10km

**Boundary Road Agreement Map**  
(See attached)

# Schedule A

## West Grey - Chatsworth Boundary Road Agreement



ID	ScheduleInfo	Length (km)
13	Bentnick-Sullivan Townline - from Bruce Road 10 easterly to Grey Road 3	5.41
14	80 Sideroad - from West Back Line to King's Hwy 10	2.2
15	Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad	8.99
16	80 Sideroad - from West Back Line southwesterly to the Boundary	1.05

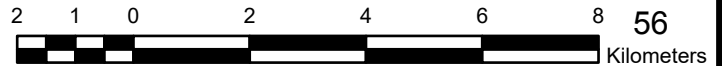
### Legend

- Chatsworth Responsibility
- West Grey Responsibility
- MTO Highway
- County Road
- Municipal Road
- Municipal Boundary

**Total Length of Roads**  
 Chatsworth Part A - 7.61 km  
 West Grey Part B - 10.04 km



Map Date: 2023-11-20 4:37 PM  
 Map Creator: Grey County GIS  
 Projection: NAD 1983 UTM Zone 17N





## **Schedule 'B' to the Boundary Road Agreement**

### **Winter Level of Service**

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

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-16**

**BEING a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)**

**WHEREAS** Section 286 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, states that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality; and

**WHEREAS** the Council of the Corporation of the Township of Chatsworth deems it necessary to appoint an acting Treasurer to cover a current vacancy;

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

1. That Patty Sinnamon is hereby named and appointed as acting Treasurer for the Corporation of the Township of Chatsworth effective February 20, 2024 and shall have all the powers and duties of the Treasurer set forth in the Municipal Act, 2001, and any other Act.
2. That By-law 2023-18 to appoint a Treasurer be rescinded.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

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Patty Sinnamon, CAO/Clerk



## Saugeen Valley Conservation Authority

### Minutes – Board of Directors Meeting

Date: Thursday January 19, 2024, 1:00 p.m.

Location: Administration Office, Formosa, ON

Chair: Barbara Dobreen

Members present: Paul Allen, Larry Allison, Kevin Eccles, Tom Hutchinson, Steve McCabe, Greg McLean, Dave Myette, Mike Niesen, Sue Paterson, Moiken Penner, Jennifer Prenger, Bill Stewart, Peter Whitten

Members absent: Bud Halpin

Staff present: Erik Downing, Janice Hagan, Donna Lacey, Elise MacLeod, Madeline McFadden, Laura Molson, Michael Oberle

Others present: Special guests and members of the public.

#### **1. Land Acknowledgement**

The Land Acknowledgement was read by Moiken Penner

*We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudensaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nations, Métis, and Inuit peoples.*

#### **2. Adoption of Agenda**

##### **Motion #G24-01**

Moved by Sue Paterson

Seconded by Steve McCabe

THAT the agenda for the Saugeen Valley Conservation Authority meeting, January 19, 2024, be adopted as circulated.

**Carried**

#### **3. Declaration of Pecuniary Interest**

There were no declarations of pecuniary interest relative to any item on the agenda.

#### **4. Adoption of Minutes**

##### **4.1 Authority meeting – November 30, 2023**

##### **Motion #G24-02**

Moved by Tom Hutchinson

Seconded by Paul Allen

THAT the minutes of the Saugeen Valley Conservation Authority meeting, November 30, 2023, be adopted as presented.

**Carried**

## **5. Introduction of guests**

Greetings were brought to SVCA from the following dignitaries and special guests:

Lisa Thompson, MPP, Huron Bruce Riding  
Pat O'Connor, on behalf of Ben Lobb, MP, Huron-Bruce Riding  
Alex Ruff, MP, Bruce-Grey-Owen Sound (in absentia, via correspondence)  
Glen McNeil, Warden, Huron County  
Paul McQueen, Mayor, Grey Highlands (via Zoom)  
Mark Goetz, Mayor, Municipality of South Bruce  
Ed McGugan, Vice Chair, Maitland Valley CA, Municipality of Huron-Kinloss  
Angela Coleman, Conservation Ontario  
Tim Lanthier, CAO, Grey Sauble Conservation Authority  
Phil Beard, GM/S-T, Maitland Valley Conservation Authority  
Moiken Penner, Councillor, on behalf of Municipality of Arran-Elderslie  
Katie Langdon, NWMO  
Andrew Beumer, Bruce County Transportation  
Coreena Smith, Bruce County Planning

## **6. Presentation: Staff Recognition**

Barbara Dobreen and Erik Downing presented service awards to the following staff:

- 5-Year Service Award: Cheryl Skingley, Campground Superintendent (*in absentia*)
- 10-Year Service Award: Rick Rowbotham, Field Operations Coordinator (*in absentia*)
- 20-Year Service Award: Laura Molson, Manager, Corporate Services
- 25-Year Service Award: Donna Lacey, Manager, Forestry and Lands

## **7. Chair's Address**

The following address was given by Chair Dobreen:

As we convene today for Saugeen Conservation's Annual Meeting, I reflect on a year marked by both challenge and significant progress. Like so many conservation authorities, our journey through this period has been one of adaptation and resilience.

In the realm of Corporate Services, strides have been taken to enhance our operational accessibility. Our forward-looking vision is captured in the completion of a 10-year strategic plan that will guide our path to a sustainable future. We have reinforced the fabric of our organization through policies, job performance evaluations, and training programs.

Innovation in our meeting structure has been realized with the implementation of OWL and hybrid meetings, reflecting our ability to adapt in changing times. We've seen the Agricultural Advisory Committee take root once again, and our staff have broadened their expertise through micro-credentials in accessibility, fundraising, and grant writing.

Environmental Planning and Regulations managed an impressive number of new inquiries, and for the fifth consecutive year, issued over 300 permits, underlining the department's excellence amidst transition. Our presence on the international stage was noted at the Coastal Zone Canada Conference in Victoria, BC, with our influential presentation on conservation authorities in the coastal zone. We've also upheld our regulatory mandate and commitment to environmental stewardship by establishing a violation strategy designed to work with landowners where possible, and successful litigation where necessary.

Our Forestry and Lands department has not only maintained but has enhanced the green spaces under our care, with significant efforts in conservation and recreation, hosting events that connect the community to our mission.

Water Resources has been a beacon of success, with a substantial grant and external funding obtained to bolster our initiatives. Our flood warning program has been retooled for efficiency, and we've embraced transparency with the final stages of public data accessibility for flood and water quality data. Through diligent negotiations, we have established agreements with member municipalities that align with the changes in the CA Act. Unanimous municipal support was received for the Water Quality Program, and Category 2 Agreements are underway. Funding for three municipal floodplain mapping projects was secured and work initiated in 2023 that will ensure the momentum continues in 2024.

This year has indeed been one of the most challenging years for the SVCA. Our success and achievements in 2023 are a testament to Saugeen Conservation's collective ability to adjust and thrive. The Conservation Authorities Act changes included the province removing SVCA's ability to attempt cost recovery through fees and charges rather than municipal levies. Thus, removing our autonomy; overriding Board directives; and compromising our ability to govern ourselves as a representative agency for our member municipalities. Concurrently, new deadlines and deliverables arose alongside staffing challenges. Each department rose to the occasion, showing remarkable time management and fulsome collaboration to build and strengthen relationships with municipal partners, all while still executing unwavering dedication to our shared goals.

Member municipalities in 2023 showed significant support for the SVCA and renewed their belief in SVCA as a vital local organization associated with mandated and non-mandated programs alike.

As we look to the future, we will carry forward the spirit of ingenuity and commitment that has characterized the past year.

Thank you.

## **8. Presentation: 2023- A look back**

The Management team reflected on the various departmental projects, accomplishments, and changes that transpired at SVCA in 2023.

## **9. Election of Officers**

### **9.1 Appointment of Chair Pro Tem**

#### **Motion #G24-03**

Moved by Larry Allison

Seconded by Greg McLean

THAT Ed McGugan be appointed as Chair Pro Tem for the purposes of conducting the election of officers for 2024.

**Carried**

Chair Pro Tem McGugan declared all offices vacant and called for a motion to appoint two scrutineers, in the event of an election count.

### **9.2 Appointment of Scrutineers**

#### **Motion #G24-04**

Moved by Barbara Dobreen

Seconded by Steve McCabe

THAT Tim Lanthier and Phil Beard be appointed as scrutineers for the purposes of conducting the election of officers for 2024.

**Carried**

### **9.3 Election of Chair**

Chair McGugan called for nominations for the position of Chair for 2024. Tom Hutchinson nominated Barbara Dobreen. No further nominations were received.

#### **Motion #G24-05**

Moved by Sue Paterson

Seconded by Greg McLean

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

**Carried**

Barbara Dobreen accepted her nomination and was acclaimed Chair for 2024.

### **9.4 Election of Vice Chair**

Chair McGugan called for nominations for the position of Vice Chair for 2024. Steve McCabe nominated Tom Hutchinson. No further nominations were received.

#### **Motion #G24-06**

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

**Carried**

Tom Hutchinson accepted his nomination and was acclaimed as Vice Chair for 2024.

### **9.5 Election of 2<sup>nd</sup> Vice Chair**

Chair McGugan called for nominations for the position of 2<sup>nd</sup> Vice Chair for 2024. Tom Hutchinson nominated Paul Allen. Kevin Eccles nominated Dave Myette. There were no further nominations.

#### **Motion #G24-07**

Moved by Bill Stewart

Seconded by Kevin Eccles

THAT the nominations for the position of 2<sup>nd</sup> Vice Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

**Carried**

Dave Myette declined his nomination. Paul Allen accepted his nomination and was acclaimed as 2<sup>nd</sup> Vice Chair for 2024.

### **9.6 Election of Member-at-Large**

Chair McGugan called for nominations for the position of Member-at-Large for 2024. Steve McCabe nominated Greg McLean. There were no other nominations.

#### **Motion #G24-08**

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the nominations for the position of Member-at-Large of the Saugeen Valley Conservation Authority for 2024 be closed.

**Carried**

Greg McLean accepted the nomination and was acclaimed Member-at-large for 2024.

## **10. Committee Appointments**

### **10.1 Appointments to the Forestry Committee**

#### **Motion #G24-09**

Moved by Bill Stewart

Seconded by Paul Allen

THAT the following Directors be appointed as members to the Forestry Committee for 2024: Tom Hutchinson, Moiken Penner, Bud Halpin, and Dave Myette.

**Carried**

### **10.2 Appointments to the Property and Parks Committee**

#### **Motion #G24-10**

Moved by Tom Hutchinson

Seconded by Greg McLean

THAT the following Directors be appointed as members to the Property and Parks Committee for 2024: Paul Allen, Larry Allison, Moiken Penner, Jennifer Prenger, and Bill Stewart.

**Carried**

### **10.3 Appointments to the Water Resources Committee**

#### **Motion #G24-11**

Moved by Steve McCabe

Seconded by Jennifer Prenger

THAT the following Directors be appointed as members to the Water Resources Committee for 2024: Tom Hutchinson, Greg McLean, Dave Myette, and Bill Stewart.

**Carried**

### **10.4 Appointments to the Agricultural Advisory Committee**

#### **Motion #G24-12**

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT the following Directors be appointed as members to the Agricultural Advisory Committee for 2024: Steve McCabe, Dave Myette, Kevin Eccles, and Mike Myette; and further

THAT Chris Cossitt, Les Nichols, Paul Wettlaufer, Karen Gorman, Allan Willits, and Meg Roberts be appointed to the Saugeen Valley Conservation Authority Agricultural Advisory Committee for the 2024 calendar year.

**Carried**

### **11. Delegation request**

Chair Dobreen reminded the Board of Directors that as per the SVCA Bylaws, there is to be no debate during the delegate's presentation and that only questions for clarification can be asked. She also informed the Board that since the file to be discussed is on-going, staff are unable to comment publicly, and no decision or action is to be taken at this meeting.

Robert Scriven requested that a violation be commenced, and the restoration of an environmentally protected land and watercourse be undertaken under the supervision of SVCA. He informed the Board that unauthorized drainage works had been executed at a property adjacent to Skunk Creek, and in his opinion were completed without environmental studies or engineering plans, and work had not been performed by properly qualified contractors. Since this is an open file with SVCA, the Board did not discuss the presentation.

### **12. Reports for information**

#### **12.1 GM-2024-01: General Manager's report**

The GM/S-T highlighted the fee freeze notice from the Ministry of Natural Resources and Forestry.

#### **12.2 GM-2024-02: Program report**

There was no discussion.

#### **12.3 Correspondence**

Correspondence was received from the Ministry of Natural Resources and Forestry, December 13, 2023, with notice of extension of the Minister's Direction regarding the freezing of EPR fees. The Board discussed this notice and the effect it has on the 2024 budget.



## 12.4 News report

There was no discussion.

## 13. New business

### 13.1 COR-2024-03: 2024 Budget update

Due to the fee freeze enacted by the province and direction to review the 2024 budget, Staff have proposed changes which will not affect the General Levy and recommend that the shortfall be funded through reserves. The Directors discussed the changes and agreed to adopt the amended budget.

#### **Motion #G24-13**

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111; and further

THAT the amended budget in the amount of \$5,784,425 be adopted; and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further

THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

#### **Motion #G24-14**

Moved by Kevin Eccles

Seconded by Bill Stewart

THAT the recommended motion be separated into two parts to rescind motion G23-111 before discussion of the amended budget.

**Carried**

#### **Motion #G24-15**

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111.

**Carried**

**Motion #G24-16**

Moved by Tom Hutchinson  
Seconded by Steve McCabe

THAT the amended budget in the amount of \$5,784,425 be adopted; and further  
THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further  
THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

**Carried**

**13.2 EPR-2024-01: Request for endorsement: Permits issued**

**Motion # G24-17**

Moved by Paul Allen  
Seconded by Larry Allison

THAT the Development, Interference with Wetlands and Alterations to Shorelines and Watercourse applications (#23-287 to 23-310), pursuant to Ontario Regulation 169/06, as approved by staff, be endorsed.

**Carried**

**13.3 Appointment of Auditor**

**Motion #G24-18**

Moved by Dave Myette  
Seconded by Tom Hutchinson

THAT Baker Tilly SGB LLP be confirmed as the auditor to the Authority for the year 2024.

**Carried**

**13.4 Appointment of Solicitor**

**Motion #G24-19**

Moved by Dave Myette  
Seconded by Tom Hutchinson

THAT Beard Winter LLP, and Mathews, Dinsdale & Clark LLP be appointed solicitors to the Authority for the year 2024 for general operations, with the option to engage the services of other local solicitors, as necessary.

**Carried**

**13.5 COR-2024-04: Statutory Administrative Approvals**

**Motion #G24-20**

Moved by Jennifer Prenger

Seconded by Greg McLean

THAT the Saugeen Valley Conservation Authority Board of Directors re-affirm for 2024 the Health and Safety Policy; and further

THAT the Saugeen Valley Conservation Authority Board of Directors Re-Affirm for 2024 the Workplace Violence, Harassment, and Sexual Harassment Policy.

**Carried**

**14. Committee meeting schedule**

**Motion #G24-21**

Moved by Bill Stewart

Seconded by Steve McCabe

THAT the Committee meeting schedules be adopted as presented.

**Carried**

**15. Adjournment**

There being no further business, the meeting adjourned at 3:27 p.m. on the motion of Peter Whitten and Moiken Penner.

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Barbara Dobreen  
Chair

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Janice Hagan  
Recording Secretary

# **SAUGEEN MOBILITY**

## **and REGIONAL TRANSIT**

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### **GENERAL BOARD MEETING MINUTES**

Friday, January 26, 2024, 10:00 a.m.

Boardroom, 603 Bruce Rd 19, Walkerton, ON & via Zoom

**Board Members Present:** Ed McGugan, Councillor, Huron-Kinloss, Chair  
Doug Townsend, Councillor, West Grey, Vice Chair  
Warren Dickert, Deputy Mayor, Hanover, Past Chair  
Cheryl Grace, Councillor, Saugeen Shores  
Kym Hutcheon, Councillor, Brockton  
Doug Kennedy, Councillor, Kincardine  
Scott Mackey, Mayor, Chatsworth  
Jennifer Shaw, Deputy Mayor, Arran-Elderslie (via Zoom)  
Monica Singh-Soares, Councillor, Southgate (via Zoom)

**Board Members Absent:** Joel Loughead, Councillor, Grey Highlands

**Others Present:** Stephan Labelle, SMART Manager  
Catherine McKay, Recording Secretary

#### **1. Call to Order**

The meeting was called to order at 10:00 a.m.

#### **2. Elections**

The Chair asked the Manager in his capacity as Corporate Secretary to preside over the elections of Chair and Vice-Chair and vacated the chair.

##### **ELECTION OF CHAIR**

The Corporate Secretary called for nominations for the position of Chair. Warren Dickert nominated Ed McGugan and Scott Mackey seconded the motion. Ed McGugan accepted the nomination. No further nominations were received and a motion to declare nominations closed was made by Warren Dickert and seconded by Doug Townsend. Ed McGugan was declared Chair by acclamation.

##### **ELECTION OF VICE CHAIR**

The Corporate Secretary called for nominations for Vice Chair. Warren Dickert nominated Doug Townsend and the nomination was seconded by Doug Kennedy. Doug Townsend accepted the nomination. No further nominations were received, and a motion to declare nominations closed was made by Cheryl Grace and seconded by Kym Hutcheon. Doug Townsend was declared Vice-Chair by acclamation.

The Chair was assumed by Ed McGugan who thanked Board members for their service and pledged to work toward achieving SMART's goals in the coming year..

#### **3. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest**

None declared.

#### **4. Approval of the Agenda**

**Motion** Moved by Cheryl Grace; Seconded by Kym Hutcheon

That the agenda be amended to move item 8A *Ontario Ombudsman Complaint Against Saugeen Mobility* to the closed session, add item 9E *Email Regarding Brockton Visitor Guide* and move item 9A *Legal Addition to the SMART Website to Address Ombudsman Complaint* to follow the closed session, and that the agenda be accepted as so amended.

**Carried**

**5. Delegations**

There were no delegations.

**6. Minutes of Previous Meeting – December 22, 2023**

**Motion** Moved by Doug Townsend; Seconded by Doug Kennedy  
That the minutes from December 22, 2023 be accepted as circulated.  
**Carried**

**7. Business Arising from the Minutes**

**A. 2024 Budget Scenario**

The 2024 budget presented at the last meeting showed municipal contributions at the 2023 level. The implications of the increase in user fees on the budget were raised. The amount of gas tax is legislated and SMART expects to receive \$748,000 in 2024 based on a three year average of rides and population that includes 2020, when rides were down due to COVID. No word has been received as to the amount of gas tax, and typically SMART is informed of the amount in April or May. The Manager said that the amount could be lower than expected, but he has not heard anything from industry associations about a reduction. There is an overall \$750 million operational shortfall in transit in Canada. The Manager will submit a report at the next meeting on the budgetary impact of a 15% reduction in rides.

Rides are projected to increase by 11% in 2024 but revenues are shown as down by 7% which could be the result of deadheads or fewer long trips since the mix of short and long rides impacts revenue. Revenue is down from group excursions which use the large bus that can accommodate 14 wheelchairs or 30 passengers. The bus is used three to four times a week and is full when used. Peak time for group excursions is spring, summer and fall and clients are mostly residents of long term care homes, with the fees charged to the home rather than individuals. Since a number of long term care homes are privately owned and make significant profits, it was suggested that they should pay more and the cost of excursions for their residents should not be borne by municipal taxpayers. The issue of different excursion rates for residents of private long term care facilities is to be added to a future agenda.

Arran-Elderslie Council expressed concern that its invoice for 2024 was issued before the Board passed its budget. This is similar to what occurs when a municipal council sets its tax rate after it passes its budget. Interim property tax notices are sent out, and the final calculations are reflected in subsequent bills. SMART follows a similar practice by sending two invoices, the first for 50% of the contribution, with any adjustments arising from the budget being reflected in the second invoice. If the municipal contributions will not be changed from what is shown in the proposed budget, the Board could accept them pending finalization of other parts of the budget. The Manager noted that the amount of the gas tax has no impact on municipal contributions.

**Motion** Moved by Cheryl Grace; Seconded by Monica Singh-Soares  
That the Manager recalculate the 2024 budget for Board consideration at the next meeting.  
**Carried**

**Motion** Moved by Warren Dickert; Seconded by Kym Hutcheon  
That the municipal contributions for 2024 be set at the amounts shown in the 2024 draft budget.  
**Carried**

**Motion** Moved by Scott Mackey; Seconded by Cheryl Grace  
That the Manager present a report at the next meeting regarding usage and billing rates for large group excursions.  
**Carried**

**8. Correspondence**

The correspondence was moved to the closed session.

## 9. New Business

### A. Legal Addition to SMART Website to Address Ombudsman Complaint

This item was moved to after the closed session.

### B. Publication of Meeting Dates on Website

**Motion** Moved by Doug Kennedy; Seconded by Kym Hutcheon

That the December 2024 Board meeting be rescheduled to Wednesday, December 11, 2024 at 10:00 a.m. and that the 2024 meeting dates be added to the SMART website.

**Carried**

### C. Report on Presentation to Ministry of Transportation (ROMA Conference)

The Chair reported on the delegation SMART made to the Associate Deputy Minister at the Rural Ontario Municipal Association (ROMA) and thanked Cheryl Grace and other Board members for their assistance. Five minutes were allotted, during which he made a presentation on SMART and distributed SMART *Need A Lift* cards, both of which were well received. Ministry officials were engaged in the discussion and understood gas tax and other funding issues. Scott Mackey thanked the Chair for attending and Doug Kennedy noted that it is important to attend such events so government representatives can hear directly from stakeholders and see the collaboration amongst local organizations.

**Motion** Moved by Scott Mackey; Seconded by Kym Hutcheon

That Chair's verbal report on the ROMA conference be received for information.

**Carried**

### D. 2024 Target (Deadheads)

The Chair explained that SMART needs to set goals and objectives addressing efficiency including deadheads. He has created a spreadsheet using Google Sheets which is free and allows document storage on the cloud, thus allowing multiple users such as SMART drivers to input data from anywhere. For example drivers could input mileage at the start of their day, for each trip made and at the end of the day. The spreadsheet could then generate an efficiency number and be exported for billing and analysis purposes. Further work is required to ensure that this spreadsheet will work with the NOVUS billing system. Based on rough calculations, SMART has an efficiency rate of 64%, and 36% of kilometres may be deadhead, indicating an opportunity for review.

**Motion** Moved by Cheryl Grace; Seconded by Monica Singh-Soares

That the Manager develop a deadhead measurement system by May 1, 2024, develop measures and strategies by October 1, 2024 and implement these strategies by December 31, 2024.

**Carried**

### E. Email Regarding Brockton Marketing

The Manager received an email about advertising SMART services in the Brockton Visitor Guide. Since there are no funds budgeted for marketing and visitors to Brockton are unlikely to become SMART clients, it was decided not to pursue the matter and the verbal report was received for information.

## 10. Reports and Recommendations

### A. Report on December 2023 Operations

The report showed 1,904 rides, \$19,094.90 in sales and 21,974 billed kilometers, an increase of 3% in rides, a decrease of 24% in fees, and a decrease of 19% in billed kilometers compared to the same period last year. In December 2023, 207 out of 1,800 active clients generated all the rides. For future reports, the Manager will add the number of clients taking rides for each municipality

A technical issue with the accounting software resulted in incomplete data for the December report. The Manager and staff are working to resolve it for next month's report. SMART has some clients who take short trips, but the driver might have to travel some distance to get to the client, resulting in a greater subsidy by the municipality because the driven kilometres are considerably greater than the billable kilometres. There was discussion about the level of subsidy of rural versus urban trips. The Chair noted that this is an example of why

data is important to increase efficiency and develop strategies to improve SMART's service. The Manager was also asked to add labels to the graph in his reports.

**Motion** Moved by Cheryl Grace; seconded by Monica Singh-Soares  
That the December 2024 Operations report be accepted as presented.  
**Carried**

#### 11. Committee Reports

There were no committee reports.

#### 12. Closed Session

**Motion** Moved by Scott Mackey; seconded by Kym Hutcheon

That the SMART Board convene in closed session at 11.45 a.m. to discuss personal matters about an identifiable individual and an ongoing investigation respecting the board by the Ombudsman.

**Carried**

The SMART Board reconvened in open session at 12:10 p.m. and the Chair confirmed that the Board had gone in closed session and discussed matters about an identifiable individual and an ongoing investigation respecting the board by the Ombudsman and that no other matters were discussed.

#### 13. Strategic Planning Session

This item was deferred to the February Board meeting and time will be added to the agenda to accommodate it. Board Member Jennifer Shaw and the Manager will confer in advance to identify issues to be addressed.

#### 14. New Business (cont'd)

##### A. Legal Addition to SMART Website to Address Ombudsman Complaint

It was agreed to defer additions to the web site until the Ombudsman's final report has been received. The Manager will get an estimate from Innovative Inc., which manages the web site, on the cost to make it accessible. Monica Singh-Soares will check if there are organizations that could do this for no charge and advise the Manager, and the Manager will reach out to the municipalities for advice. The question of posting only meeting agendas and minutes rather than meeting packages on the web site was raised and it was decided to maintain the status quo.

Discussion turned to training required under the Accessibility for Ontarians with Disabilities Act (AODA). It was agreed that Board members will send to the Manager their certificates from training provided by their municipalities and that it is not necessary for SMART to ensure training for Board members.

#### 15. Adjournment & Upcoming Meeting Dates

##### Upcoming Meeting Dates

Friday, February 16, 2024, 10:00 a.m. Regular Monthly Board Meeting, SMART Office, 603 Bruce Rd 19, Walkerton, ON. Note change of date from February 23, 2024.

**Motion** Moved by Cheryl Grace; Seconded by Warren Dickert  
That the Board of Directors of SMART adjourn at 12:34 p.m.

**Carried**

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Ed McGugan, Chair

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Catherine McKay, Recording Secretary

## Grey County Council

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### February 22 Meeting Highlights



Grey County Council met on February 22, 2024 in the Council Chamber and virtually on Zoom. The meeting was immediately followed by a session of Committee of the Whole.

#### Highlights of the meeting include:

- A delegation on speeding in Rob Roy.
  - A presentation from Envest Corp. on organics recycling and green energy production.
  - Plans to adjust GTR service levels.
  - More
-







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February 12, 2024

Honourable Syliva Jones, MPP Dufferin-Caledon  
108 Broadway  
3rd Floor, Suite A  
Orangeville ON L9W 1K3

Sent by email to: Sylvia Jones, [sylvia.jones@ontario.ca](mailto:sylvia.jones@ontario.ca)

**Re: Resolution on the Social and Economic Prosperity Review**

At its regular meeting of Council held on February 7, 2024, the Township of Amaranth Council passed the following resolution:

**Resolution #: 8**

**Moved by:** G Little

**Seconded by:** A. Stirk

BE IT RESOLVED THAT:

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

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

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

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

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

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

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

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

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

Therefore, Be It Resolved That the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario;

And That a letter be sent to request advocacy in advance of the Provincial budget to the Premier, the Dufferin-Caledon MPP and local municipalities.

**CARRIED**

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

Yours truly,



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

Cc:  
Doug Ford, Premier  
Association of Municipalities of Ontario  
Ontario Municipalities

TO: Mayor Mackey and Members of Council  
FROM: Ron Davidson, Township Planner  
RE: Zoning By-law Amendment Application Z01/2024 (Elizabeth and Moses Stutzman)  
DATE: March 6, 2024

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**RECOMMENDATION:**

THAT Planners Report 2024-06 be hereby received; and  
FURTHER THAT Committee of the Whole recommends to Council the approval of the Zoning By-law Amendment Application for Part Lot 23, Concession 7, Geographic Township of Sullivan, Township of Chatsworth, Owner: Elizabeth and Moses Stutzman; and  
FURTHER THAT staff be directed to prepare the necessary By-law to give effect to the application.

**BACKGROUND:**

**Purpose of Application:**

The purpose of the Zoning By-law Amendment is to fulfill a condition of a recently approved severance by changing the zoning of 340.2 square metres of land from 'A1' (Rural) to 'I' (Institutional) to facilitate the expansion of an Amish cemetery.

The 42.07 hectare lot being retained by Mr. and Mrs. Stuzman is not subject to this Zoning By-law Amendment.

**The Subject Lands:**

The lands subject to rezoning and the associated lot line adjustment form part of a large farm parcel. The 340.2 square metre parcel to be rezoned is currently in agricultural production.

**Adjacent Lands:**

Lands within the immediate vicinity of the subject property are represented by a mix of agriculture, forestry and non-farm residential parcels, as well as a gravel pit that is located to the southwest.

**Official Plan:**

The subject property is designated 'Rural' on Schedule A to the County of Grey Official Plan.

Permitted in the 'Rural' designation are, among other land use activities, institutional uses including cemeteries, churches, and schools.

During the recent review of the Consent application, the severance proposal was deemed to conform to the 'Rural' consent policies of the Official Plan. In the same manner, the rezoning request is now considered to also be in conformity with the 'Rural' policies.

Based on the foregoing, it is evident that the proposal conforms to the Grey County Official Plan.

**Provincial Policy Statement:**

The Provincial Policy Statement (PPS) considers the subject property to be rural lands given that the property is not situated within a prime agricultural area.

Permitted uses on rural lands include cemeteries.

The proposed rezoning is consistent with the PPS.

**Township of Chatsworth Zoning By-law:**

The subject lands are zoned 'A1' (Rural). The adjacent cemetery to be expanded is zoned 'I' (Institutional). The requested Zoning By-law Amendment will change the expansion area to 'I'.

**Discussion, Conclusion and Recommendation:**

The proposed Zoning By-law Amendment is intended to fulfil a condition of severance approval. It is apparent that the proposed By-law, as drafted, conforms to the County Official Plan and is consistent with the PPS. As such, Council is advised to adopt the By-law.

This opinion is provided without the benefit of having received comments from any other agency or any adjacent landowners. Should new information arise regarding this proposal, Council is advised to take such information into account when considering the application.

I trust this information will be of assistance.

Respectfully submitted,



Ron Davidson, BES, RPP, MCIP

**Attachments: None**

**Report Approval Details**

Document Title:	Planners Report 2024-06 - Zoning By-law Amendment Application Z01 2024 (Elizabeth and Moses Stutzman).docx
Attachments:	
Final Approval Date:	Feb 29, 2024

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



**Patty Sinnamon - Feb 29, 2024 - 8:18 AM**

**CAO CLERKS REPORT 2024-04**

TO: Mayor Mackey and Members of Council  
FROM: Patty Sinnamon, CAO Clerk, Acting Treasurer  
RE: Council Remuneration Report  
DATE: March 6, 2024

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**RECOMMENDATION:**

THAT CAO Clerk's Report 2024-04 regarding Council Remuneration for the period ending December 31, 2023 be hereby received for information;

**BACKGROUND:**

The Council remuneration reporting is prepared in accordance with the Municipal Act, 2001 (s) 284 (1) Statement – that the Treasurer of a municipality shall in each year on or before March 31st provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to:

- a) each member of Council in respect of his or her services as a member of the Council or any other body, including a local board, to which the member has been appointed by Council or on which the member holds office by virtue of being a member of Council;
- b) each member of Council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- c) each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

**Link to Strategic Plan or Other Approved Plans:**

Fiscal Management, Accountability and Transparency  
- Financial Accountability

**Inter-departmental Impact and/or Other Departments Consulted:** Deputy Treasurer

**Financial Implications:**

There are no direct financial implications relating to this information report.

**Attachments:**

Council and Board remuneration and expenses statement

Respectfully submitted,

Patty Sinnamon, Dipl.M.M.  
CAO Clerk

**Options:**

As this report is being prepared for information, no options are being provided.

**Inter-departmental Impact and/or Other Departments Consulted:** none

**Financial Implications:** none

**Attachments:**

Statement of Remuneration attached

Respectfully submitted,

Patty Sinnamon, Dipl.M.M.  
CAO Clerk

Township of Chatsworth  
Council Remuneration Report  
At December 31, 2023

Pursuant to Sec 284(1) of the Municipal Act, 2001 as amended, the following remuneration and expenses were paid by the Township of Chatsworth during the year 2023 as authorized by By-law 2023-22

Council	Regular Remuneration			Reimbursement/Paid on Behalf		Total	2022
	Honorariums	Per Diem	Subtotal	Mileage	Conference Expenses		
Mackey, Scott	\$16,228.67	\$16,841.28	\$33,069.95	\$1,221.74	\$3,900.07	\$38,191.76	\$32,113.42
Greig, Shawn	\$9,239.55	\$8,817.54	\$18,057.09	\$148.47	\$3,663.31	\$21,868.87	\$17,752.87
Thompson, Elizabeth	\$9,239.55	\$11,002.35	\$20,241.90	\$1,102.98	\$1,128.45	\$22,473.33	\$19,808.08
McKay, Terry	\$11,372.16	\$12,670.57	\$24,042.73	\$471.58	\$5,302.42	\$29,816.73	\$2,662.00
Whitten, Peter	\$9,239.55	\$12,114.15	\$21,353.70	\$1,230.34	\$3,299.29	\$25,883.33	\$3,282.84
Gamble, Brian							\$16,551.71
Rae, Diana							\$14,740.25
SUB-TOTAL	\$55,319.48	\$61,445.89	\$116,765.37	\$4,175.11	\$17,293.54	\$138,234.02	\$106,911.17
<b>Police Services Board</b>							
Taylor, Graham	\$0.00	\$1,186.42	\$1,186.42	\$0.00	\$0.00	\$1,186.42	\$352.23
McKay, Terry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,878.46
Mackey, Scott	\$0.00	\$834.19	\$834.19	\$15.30	\$0.00	\$849.49	\$949.53
SUB-TOTAL	\$0.00	\$2,020.61	\$2,020.61	\$15.30	\$0.00	\$2,035.91	\$3,180.22
<b>Conservation Authorities</b>							
Mackey, Scott	\$0.00	\$1,310.87	\$1,310.87	\$199.50	\$0.00	\$1,510.37	\$1,123.53
SUB-TOTAL	\$0.00	\$1,310.87	\$1,310.87	\$199.50	\$0.00	\$1,510.37	\$1,709.87
<b>TOTAL</b>	<b>\$55,319.48</b>	<b>\$64,777.37</b>	<b>\$120,096.85</b>	<b>\$4,389.91</b>	<b>\$17,293.54</b>	<b>\$141,780.30</b>	<b>\$111,801.26</b>



Township of Chatsworth  
 Police Services Board Meeting Summaries  
 At December 31, 2023

Month paid	Scott Mackey	Graham Taylor	
Jan		3 half day	352.23 for 2022
Feb	1 half day      \$ 119.17		
Mar	1 half day      \$ 119.17		
Apr	1 half day      \$ 119.17		
May			
May			
Jun	1 half day      \$ 119.17		
July			
Aug	1 half day      \$ 119.17		
Sept			
Sept			
Oct	1 half day      \$ 119.17		
Dec	1 half day      \$ 119.17	7 half days	
Mileage	\$ 15.30		
Total	\$ 849.49		\$ 834.19
PSB related	\$ 849.49		\$ 1,186.42
Per T4 spreadsheet	\$ 38,191.76		
Council related	\$ 37,342.27		
Total claimed	7 half days	10 half days	

Rates  
 Full Day      \$ 198.59  
 Half Day      \$ 119.17  
  
 2022 rates      \$ 117.41

**CAO CLERKS REPORT 2024-05**

TO: Mayor Mackey and Members of Council  
 FROM: Patty Sinnamon, CAO Clerk  
 RE: Tender Results – Tandem Plow Trucks  
 DATE: March 6, 2024

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**RECOMMENDATION:**

THAT CAO Clerk’s Report 2024-05 regarding Tender Results – Tandem Plow Trucks be hereby received for information; and  
 FURTHER THAT Council award the tender for two tandem plow trucks as follows:  
 International HX670 with 84 month/240 K Power train warranty at a cost of \$419,275.50 to be delivered in Q1-2025 and an International HX670 with 84 month/240 K Power train warranty at a cost of \$410,337.50 to be delivered in Q4-2025; and  
 FURTHER THAT both purchases are funded through long term debt.

**BACKGROUND:**

During 2024 budget deliberations staff and council discussed ordering two tandem plows now due to the lead time required on delivery. One plow would be funded in the 2025 budget and the second one would be funded in the 2026 budget. These are pre-budget approvals

Further, the tender was single sourced to Viking-Cives Ltd.

With regard to funding these two tandem plows, they are both proposed to be funded through long term debt. Depending on time of delivery, the first plow could be funded at the same time as the purchase of the grader. The second plow is also slated to arrive in late 2025 and can be financed in 2026 to spread out debt repayment amounts in the first year.

**Tender 2024-02**

The first tender 2024-02 is to replace Unit 706 which is a 2013 Western Star, having 165,671 km .

The intent would be to surplus this unit and sell through Biddingo upon delivery of the new unit. The following is the bid breakdown from Viking:

International HX670 (to be delivered in Q1-2025)	\$408,775.50
84 month//240K Powertrain Warranty	<u>\$ 10,500.00</u>
Total Cost Exclusive of HST	\$419,275.50

**Tender 2024-03**

The second tender 2024-03 is to replace Unit 708 which is a 2014 Western Star, having 214,174 km. Likewise as with Unit 706, the intent would be to surplus this unit and sell through Biddingo upon delivery of the new unit. The following is the bid breakdown from Viking:

International HX60 (to be delivered in Q4-2025)	\$399,837.50
84 month//240K Powertrain Warranty	<u>\$ 10,500.00</u>
Total Cost Exclusive of HST	\$410,337.50

**Link to Strategic Plan or Other Approved Plans:**

Fiscal Management, Accountability and Transparency

- To ensure Chatsworth remains financially sustainable
- Financial Accountability
- Creating a culture of innovation and best practices

Continuous Improvement

- Fostering a forward-thinking workplace environment

**Inter-departmental Impact and/or Other Departments Consulted:** Public Works Staff

**Financial Implications:** There is no impact to the 2024 budget. Both purchases will be funded through long term debt.

Respectfully submitted,

Patty Sinnamon, Dipl.M.M.  
CAO Clerk

**CAO CLERKS REPORT 2024-06**

TO: Mayor Mackey and Members of Council  
FROM: Patty Sinnamon, CAO Clerk  
RE: Tender Results – Grader Purchase  
DATE: March 6, 2024

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**RECOMMENDATION:**

THAT CAO Clerk's Report 2024-06 regarding Tender Results – Grader Purchase be hereby received for information; and  
FURTHER THAT Council hereby accept the tender from Toromont Cat 140, Model 140 Joystick in the amount of \$520,412.00, together with the 4 year/5000 hour powertrain Warranty plus Hydraulics in the amount of \$20,520.00 and the service plan for the duration of Warranty Period in the amount of \$43,000.00 at a total cost of \$583,932 exclusive of HST.

**BACKGROUND:**

During the 2024 capital budget deliberations which included forecasts of capital equipment purchases in 2025 and 2026, Council supported the intent to tender the replacement of the 2008 Cat grader, given the length of time from tender acceptance to the Township receiving the equipment. The cost estimated in the 2025 capital replacement budget is \$625,000.00

Staff issued a call for tender on February 8<sup>th</sup> and received four submissions (Toromont Cat and Brant John Deere).

Staff are recommending the purchase of the 140 Joystick model complete with 5 year/5000 hour powertrain warranty with Hydraulics option, as well as the available service plan for the duration of the warranty period. The total cost for this purchase with warranty and service plan is \$583,932.00 plus applicable taxes.

It has also been recommended that a roller be purchased in 2025 to add to this grader (estimated cost of \$25,000.00).

In the alternative, the 140 Lever Model complete with the same recommended warranty and service plan would be \$570,144 plus applicable taxes, a difference of \$13,788. plus taxes. Again, the recommendation is being made to purchase a roller unit in 2025.

The following are the results of the grader tender:

RESULTS FOR RFT 2024-01 NEW GRADER					
BIDDER	MODEL	DESCRIPTION	PRICE	HST	TOTAL
TOROMONT CAT	140 JOYSTICK	GRADER	\$520,412.00	\$67,653.56	\$588,065.56
		5YR/5000HR POWERTRAIN WARRANTY	\$16,500.00	\$2,145.00	\$18,645.00
		5YR/5000HR POWERTRAIN WARRANTY PLUS HYDRAULICS	\$20,520.00	\$2,667.60	\$23,187.60
		SERVICE PLAN FOR DURATION OF WARRANTY PERIOD	\$43,000.00	\$5,590.00	\$48,590.00
TOROMONT CAT	140 LEVER	GRADER	\$504,124.00	\$65,536.12	\$569,660.12
		5YR/5000HR POWERTRAIN WARRANTY	\$16,500.00	\$2,145.00	\$18,645.00
		5YR/5000HR POWERTRAIN WARRANTY PLUS HYDRAULICS	\$20,520.00	\$2,667.60	\$23,187.60
		SERVICE PLAN FOR DURATION OF WARRANTY PERIOD	\$45,500.00	\$5,915.00	\$51,415.00
BRANT, JOHN DEERE	770GP	GRADER	\$611,700.00	\$79,521.00	\$691,221.00
		5YR/5000HR POWERTRAIN WARRANTY	\$13,879.50	\$1,804.34	\$15,683.84
		5YR/5000HR POWERTRAIN WARRANTY PLUS HYDRAULICS	\$24,247.00	\$3,152.11	\$27,399.11
		SERVICE PLAN FOR DURATION OF WARRANTY PERIOD	\$47,473.04	\$6,171.50	\$53,644.54
BRANT, JOHN DEERE	770G	GRADER	\$591,700.00	\$76,921.00	\$668,621.00
		5YR/5000HR POWERTRAIN WARRANTY	\$13,879.50	\$1,804.34	\$15,683.84
		5YR/5000HR POWERTRAIN WARRANTY PLUS HYDRAULICS	\$24,247.00	\$3,152.11	\$27,399.11
		SERVICE PLAN FOR DURATION OF WARRANTY PERIOD	\$47,473.04	\$6,171.50	\$53,644.54

**Link to Strategic Plan or Other Approved Plans:**

Fiscal Management, Accountability and Transparency

- To ensure Chatsworth remains financially sustainable
- Financial Accountability
- Creating a culture of innovation and best practices

**Inter-departmental Impact and/or Other Departments Consulted:** Operations Manager

**Financial Implications:**

This is a pre-approval to the 2025 Capital Budget and is currently noted as Long Term Debt.

Respectfully submitted,

Patty Sinnamon, Dipl.M.M.  
CAO Clerk

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-15**

**BEING a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities**

**WHEREAS** the Council of the Township of Chatsworth deems it necessary to enter into a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities;

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

1. THAT the Mayor and CAO Clerk of the Township of Chatsworth are hereby authorized to sign a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Scott Mackey, Mayor

\_\_\_\_\_  
Patty Sinnamon, CAO Clerk

Schedule "A" to By-law 2024 - 15

**Boundary Road Agreement**

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

Between:

**The Corporation of the Municipality of West Grey**

Hereinafter referred to as

**"West Grey"**

and

**The Corporation of the Township of Chatsworth**

Hereinafter referred to as

**"Chatsworth"**

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

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

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

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

## Section 1 - Definitions

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Section 2 - Term**

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

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

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

## Section 3 - Insurance

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

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

## **Section 4 - Indemnity**

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

## **Section 5 - Notice of Claim**

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

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

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

maintenance season throughout the term of the agreement.

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

## **Section 7 - Capital Costs**

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

## **Section 8 - Maintenance and Repair of Bridges**

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

## **Section 9 - Annual Review and Planning**

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

## **Section 10 – Payment**

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

## **Section 11 - Entrance Permits**

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

## **Section 12 – Notice**

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

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

And to:

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

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

## **Section 13 – Arbitration**

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

## **Section 14 – General**

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

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

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

The Corporation of the Township of Chatsworth

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

The Corporation of the Municipality of West Grey

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_



## Schedule 'A' to the Boundary Road Agreement

### Part 'A' - Chatsworth Responsibilities

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

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

Covering a total distance of approx. 7.6km.

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

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

### Part 'B' - West Grey Responsibilities

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

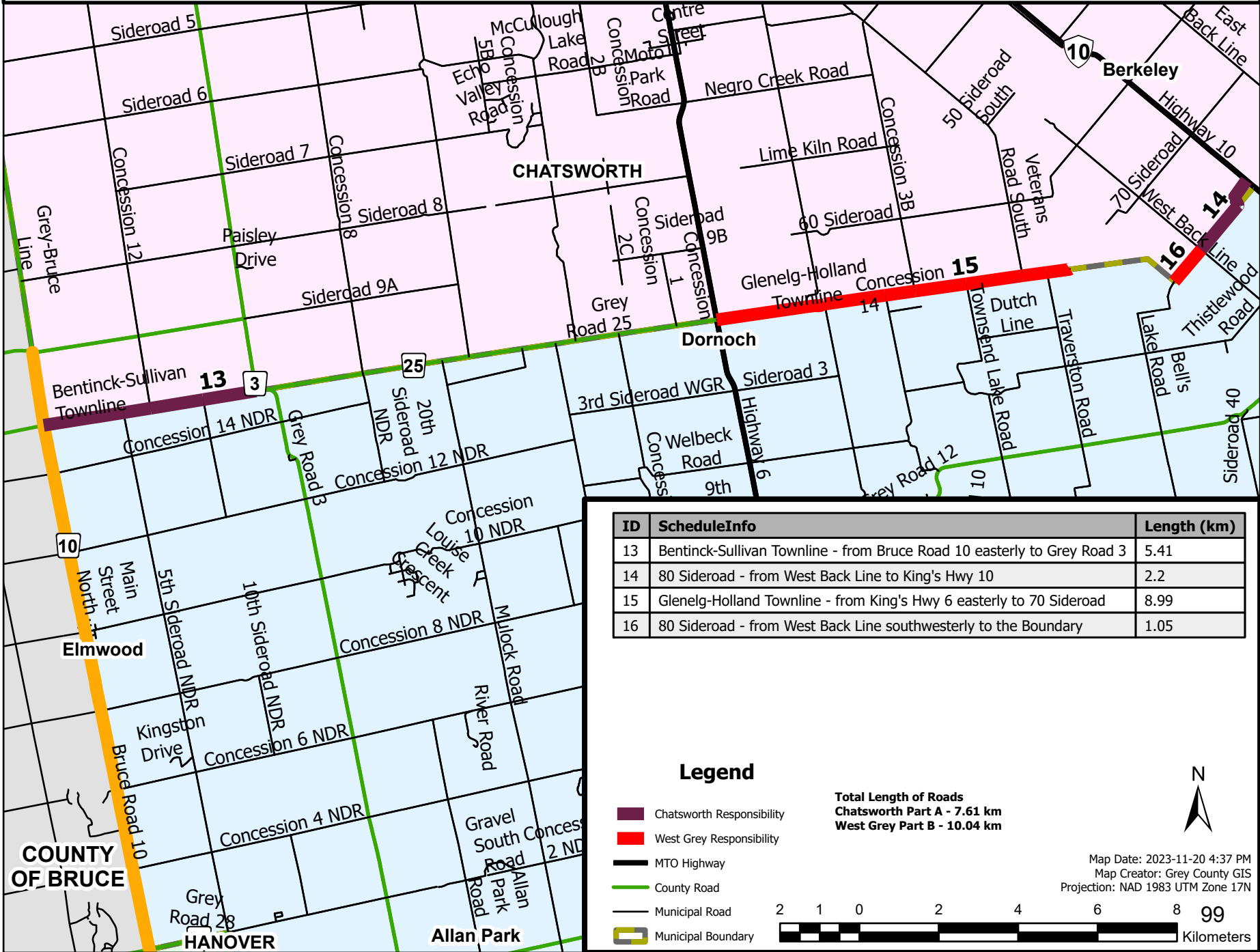
Road Section	Maintenance Class	Chatsworth Road ID	West Grey Road ID
Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad, approx. 9km	4	6126	2485
80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km (winter maintenance period only-see Part A above)	6	6380-05	2680

Covering a total distance of approx. 10km

**Boundary Road Agreement Map**  
(See attached)

# Schedule A

## West Grey - Chatsworth Boundary Road Agreement



ID	ScheduleInfo	Length (km)
13	Bentick-Sullivan Townline - from Bruce Road 10 easterly to Grey Road 3	5.41
14	80 Sideroad - from West Back Line to King's Hwy 10	2.2
15	Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad	8.99
16	80 Sideroad - from West Back Line southwesterly to the Boundary	1.05

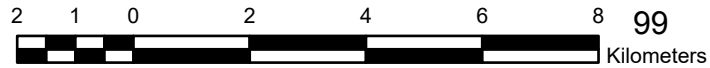
### Legend

- Chatsworth Responsibility
- West Grey Responsibility
- MTO Highway
- County Road
- Municipal Road
- Municipal Boundary

**Total Length of Roads**  
 Chatsworth Part A - 7.61 km  
 West Grey Part B - 10.04 km



Map Date: 2023-11-20 4:37 PM  
 Map Creator: Grey County GIS  
 Projection: NAD 1983 UTM Zone 17N



## **Schedule 'B' to the Boundary Road Agreement**

### **Winter Level of Service**

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

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-16**

**BEING a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)**

**WHEREAS** Section 286 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, states that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality; and

**WHEREAS** the Council of the Corporation of the Township of Chatsworth deems it necessary to appoint an acting Treasurer to cover a current vacancy;

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

1. That Patty Sinnamon is hereby named and appointed as acting Treasurer for the Corporation of the Township of Chatsworth effective February 20, 2024 and shall have all the powers and duties of the Treasurer set forth in the Municipal Act, 2001, and any other Act.
2. That By-law 2023-18 to appoint a Treasurer be rescinded.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO/Clerk

# THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

## BY-LAW NUMBER 2024-15

**BEING a By-law to authorize the Mayor and CAO Clerk to sign a Boundary Road Agreement between the Corporation of the Township of Chatsworth and the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities**

**WHEREAS** the Council of the Township of Chatsworth deems it necessary to enter into a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities;

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

1. THAT the Mayor and CAO Clerk of the Township of Chatsworth are hereby authorized to sign a Boundary Road Agreement with the Corporation of the Municipality of West Grey for the maintenance and repair of the boundary highway between the municipalities, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO Clerk

Schedule "A" to By-law 2024 - 15

**Boundary Road Agreement**

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

Between:

**The Corporation of the Municipality of West Grey**

Hereinafter referred to as

**"West Grey"**

and

**The Corporation of the Township of Chatsworth**

Hereinafter referred to as

**"Chatsworth"**

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

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

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

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

## Section 1 - Definitions

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Section 2 - Term**

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

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

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

## Section 3 - Insurance

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

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

## **Section 4 - Indemnity**

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

## **Section 5 - Notice of Claim**

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

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

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

maintenance season throughout the term of the agreement.

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

## **Section 7 - Capital Costs**

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

## **Section 8 - Maintenance and Repair of Bridges**

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

## **Section 9 - Annual Review and Planning**

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

## **Section 10 – Payment**

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

## **Section 11 - Entrance Permits**

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

## **Section 12 – Notice**

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

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

And to:

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

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

## **Section 13 – Arbitration**

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

## **Section 14 – General**

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

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

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

The Corporation of the Township of Chatsworth

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

The Corporation of the Municipality of West Grey

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

Date \_\_\_\_\_



## Schedule 'A' to the Boundary Road Agreement

### Part 'A' - Chatsworth Responsibilities

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

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

Covering a total distance of approx. 7.6km.

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

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

### Part 'B' - West Grey Responsibilities

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

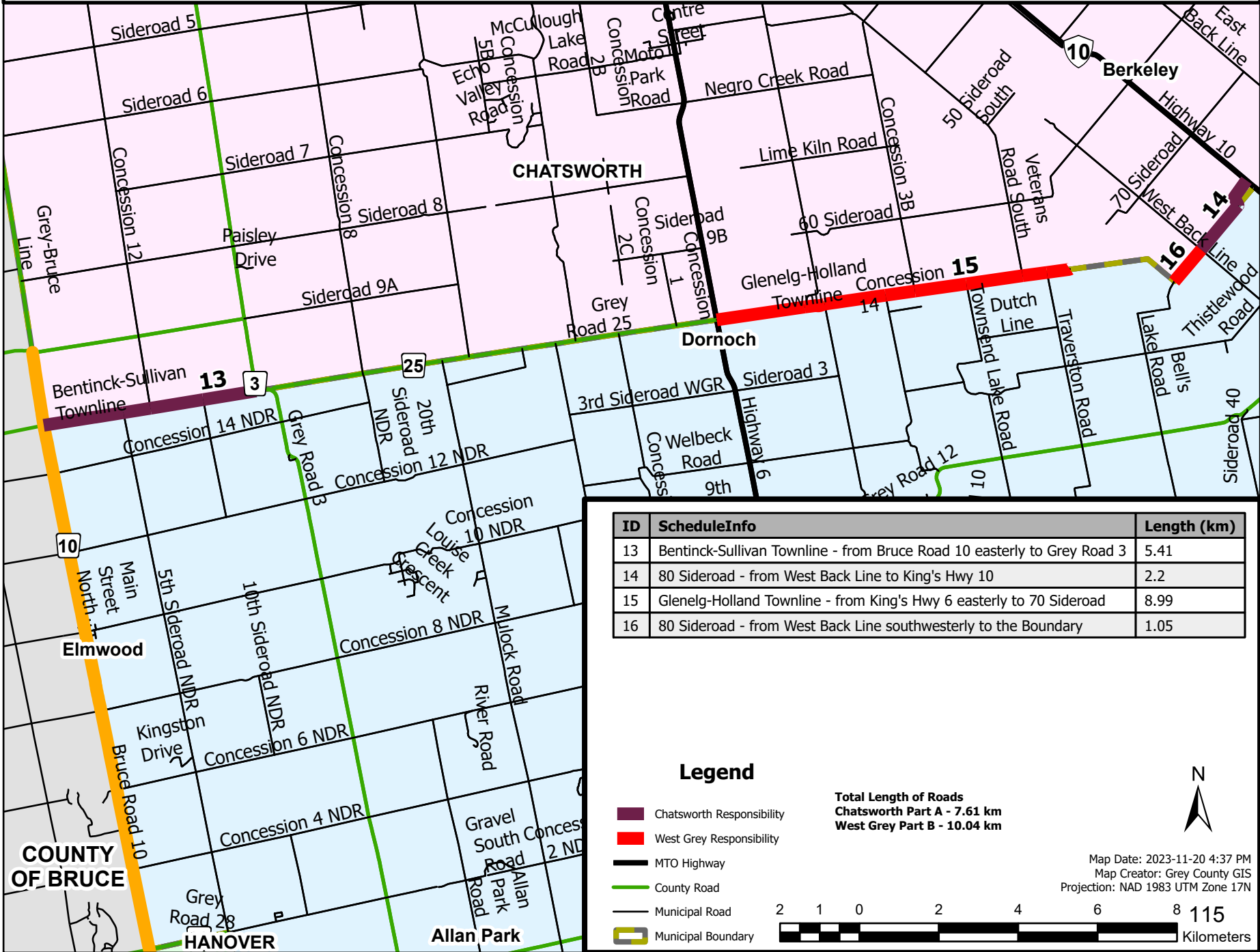
Road Section	Maintenance Class	Chatsworth Road ID	West Grey Road ID
Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad, approx. 9km	4	6126	2485
80 Sideroad - from West Back Line southwesterly to the Boundary approx. 1km (winter maintenance period only-see Part A above)	6	6380-05	2680

Covering a total distance of approx. 10km

**Boundary Road Agreement Map**  
(See attached)

# Schedule A

## West Grey - Chatsworth Boundary Road Agreement



ID	ScheduleInfo	Length (km)
13	Bentick-Sullivan Townline - from Bruce Road 10 easterly to Grey Road 3	5.41
14	80 Sideroad - from West Back Line to King's Hwy 10	2.2
15	Glenelg-Holland Townline - from King's Hwy 6 easterly to 70 Sideroad	8.99
16	80 Sideroad - from West Back Line southwesterly to the Boundary	1.05

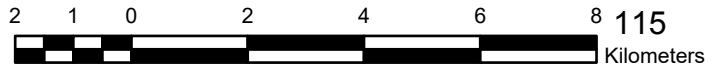
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**Total Length of Roads**  
 Chatsworth Part A - 7.61 km  
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Map Date: 2023-11-20 4:37 PM  
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## **Schedule 'B' to the Boundary Road Agreement**

### **Winter Level of Service**

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

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-16**

**BEING a By-law to appoint an acting Treasurer for the Township of Chatsworth (Patty Sinnamon)**

**WHEREAS** Section 286 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, states that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality; and

**WHEREAS** the Council of the Corporation of the Township of Chatsworth deems it necessary to appoint an acting Treasurer to cover a current vacancy;

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

1. That Patty Sinnamon is hereby named and appointed as acting Treasurer for the Corporation of the Township of Chatsworth effective February 20, 2024 and shall have all the powers and duties of the Treasurer set forth in the Municipal Act, 2001, and any other Act.
2. That By-law 2023-18 to appoint a Treasurer be rescinded.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO/Clerk

**NOTICE**

**SPECIAL PUBLIC MEETINGS OF COUNCIL**

**Comprehensive Zoning By-Law Review**

**Take Notice** of the date and time of the following Township of Chatsworth Special Meetings of Council:

**Date/Time:**

Wednesday, February 28, 2024 at 4:00 p.m.

Wednesday, March 27, 2024 at 4:00 p.m.

Wednesday, April 24, 2024 at 4:00 p.m.

**Location:**

Township of Chatsworth Council Chambers  
(316837 Highway 6, RR 1 Chatsworth, Ontario, Canada N0H 1G0)

An Agenda will be available on the Township website prior to the meeting.

Patty Sinnamon, Dipl.M.M.  
CAO Clerk  
Phone: 519-794-3232, Ext. 124  
Email: [patty.sinnamon@chatsworth.ca](mailto:patty.sinnamon@chatsworth.ca)

Dated this 11th day of January 2024.

**TOWNSHIP OF CHATSWORTH TRACKING SHEET**  
**For March 6, 2024**

Subject for Action	Assigned Department	Anticipated Response Date	Comments
Development Charges Study	Senior Management Team		
Township Zoning By-law review and update	CAO and Planning		Council to review draft zoning by-law on <ul style="list-style-type: none"> <li>• March 27, 2024 at 4:00 p.m.</li> <li>• April 24, 2024 at 4:00 p.m.</li> </ul>
Dug Outs at Chatsworth Ball Diamond	Recreation	Fall 2023	
Negro Creek Settlement Monument	CAO		Staff to work with the Negro Creek Settlement Committee regarding the erection of a permanent monument, and the location. Staff to update Council regarding the progress.

**OUTSTANDING ACTIONS ON NOTICES OF MOTION OR COUNCIL RESOLUTIONS:**

<b>S. Mackey</b>	<b>June 15/22</b>	<b>2022-15-14</b> Whereas the former Lions Hall has been demolished and removed from the Holland Centre Ball Diamond and the Scone Hall has been demolished; Now Therefore Council directs staff to investigate whether it is feasible and appropriate to construct permanent washrooms at the Holland Centre Ball Diamond and report back to Council regarding the possible location and cost of same. And Further That Council directs staff to also inspect the site of the former Scone Hall and report back to Council on recommendations regarding the status of the well and/or septic system.
<b>S. Mackey</b>	<b>April 5/23</b>	THAT Council direct staff to research what lower tier municipalities in Grey County are being charged in regard to information technology (IT) services; and FURTHER THAT staff be directed to contact both lower-tier municipalities and Grey County regarding the potential for shared IT services and FURTHER THAT staff provide a report to Council at a future meeting.
<b>P. Whitten</b>	<b>Aug.02/23</b>	That staff be directed to bring forward information for potential regulations for commercial gatherings on private properties and special events on Township owned properties.
<b>P. Whitten</b>	<b>Oct. 18/23</b>	THAT staff be directed to bring forward a report on Short Term Rental Accommodations including potential regulating and licensing options and information as to what other neighbouring municipalities are doing to address Short Term Rental Accommodations.

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

**BY-LAW NUMBER 2024-17**

**BEING a By-law to confirm the proceedings of the Council Meeting of the Corporation of the Township of Chatsworth held on March 6, 2024**

**WHEREAS** Section 5(1) of the Municipal Act 2001, S.O. 2001, Chapter 25 as amended, grants powers of a Municipal Corporation to be exercised by its Council; and

**WHEREAS** Section 5(3) of the Municipal Act 2001, S.O. 2001, Chapter 25 as amended, provides that powers of every Council are to be exercised by By-law unless specifically authorized to do otherwise; and

**WHEREAS** it is deemed expedient that the proceedings of the Council Meeting held on March 6, 2024 are confirmed and adopted by By-law;

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

1. That the actions of the Council of the Corporation of the Township of Chatsworth at its Council Meeting held on March 6, 2024 in respect to each motion and resolution passed, reports received and direction given by the Council at the said meeting is hereby adopted and confirmed;
2. The Mayor and the proper Officials of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.

**READ** a first and second time this 6<sup>th</sup> day of March, 2024.

**READ** a third time and finally passed this 6<sup>th</sup> day of March, 2024.

---

Scott Mackey, Mayor

---

Patty Sinnamon, CAO Clerk