



Municipality of Mississippi Mills

COUNCIL AGENDA

Tuesday, January 25, 2022

4:30 p.m.

E-participation

Pages

A. CALL TO ORDER

B. CONSIDERATION OF A CLOSED SESSION

Recommended Motion:

THAT Council enter into an in camera session at

B.1. Contract Negotiations

A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (Municipal Act s. 239 k)).

B.2. Legal Opinion

Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Municipal Act s. 239 (f)).

C. RISE AND REPORT

D. O CANADA

E. MOMENT OF SILENT MEDITATION

F. ANNUAL DEDICATION TO INDIGENOUS PEOPLES'

Council acknowledgement of the traditional unceded territory of the Algonquian Anishnaabeg people.

3

G. ATTENDANCE

H. APPROVAL OF AGENDA

Recommended Motion:

THAT the agenda be approved as presented.

I. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

J. APPROVAL OF MINUTES

Recommended Motion:

THAT the Council minutes dated January 11, 2022 be approved as presented.

4 - 7

- K. **DELEGATION, DEPUTATIONS, AND PRESENTATIONS**
None
- L. **PUBLIC MEETINGS**
- L.1. Subdivision Application - Mill Valley (Active Adult Community) 8 - 14
- M. **COMMITTEE OF THE WHOLE REPORT** 15 - 17
Recommended Motion:
THAT Council approve the Committee of the Whole motions from the January 11, 2022 meeting.
- M.1. Exemption from Draft Plan of Condominium Approval - 65 Mill Street, 73 and 75 Little Bridge St, Almonte
- M.2. Municipal Grants 2022
- M.3. Discussion on how to allocate MRPC and 28 Mill St funds
- M.4. Davison Crescent 18 - 44
- M.5. Information List #01-22 item b: Share the Road Coalition re: Ten Bicycle Friendly Community Designations 45 - 46
- N. **BY-LAWS**
- N.1. By-law 22-002 Temporary Borrowing 47 - 48
- O. **ANNOUNCEMENTS AND INVITATIONS**
- P. **CONFIRMATORY BY-LAW**
Recommended Motion:
THAT By-law 21-003 being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Mississippi Mills at its regular meeting held on the 25th day of January 2022, be read, passed, signed and sealed in Open Council this 25th day of January 2022.
- Q. **ADJOURNMENT**
Recommended Motion:
THAT the meeting be adjourned at x:xx p.m.



Mississippi Mills Council – Land Acknowledgement Statement

We acknowledge that this sacred land on which Mississippi Mills is now located has been a site of human activity for over 10,000 years and is rich in Indigenous history. This land is the ancestral and unceded territory of the Algonquin Anishinaabe Nation. We are grateful to the Algonquin ancestors who cared for the land and water in order that we might meet here today.

Before settlers arrived, this territory was subject to the Dish With One Spoon Wampum Belt Covenant, an agreement between Anishinaabe and Haudenosaunee Nations to peaceably share and care for resources. After settlers arrived, it became subject to the Three Figure Wampum Belt, last carried by Algonquin Elder William Commanda, which commemorates the sharing of this land with English, French and Indigenous Nations under the governance of Natural Law.

We recognize with gratitude the knowledge and contributions that the Algonquin Peoples bring to the Municipality of Mississippi Mills. Today, Mississippi Mills is also home to other Indigenous peoples from across Turtle Island. We extend our respect to all First Nations, Inuit and Métis people for their valuable past and present contributions.

We are mindful of broken covenants and the need to reconcile with all our relations. Together, may we care for this land and each other, drawing on the strength of our mutual history of nation building through peace and friendship being mindful of generations to come.



The Municipality of Mississippi Mills

Council Meeting

MINUTES

January 11, 2022

6:00 p.m.

E-participation

PRESENT:

Mayor Lowry
Deputy Mayor Minnille
Councillor Dalgity
Councillor Ferguson
Councillor Guerard
Councillor Holmes
Councillor Maydan

Staff Present

Ken Kelly, CAO
Jeanne Harfield, Clerk
Casey Munro, Deputy Clerk
Melanie Knight, Senior Planner
Jeffrey Ren, Planner
Cory Smith, A/ Director of Public Works
Tiffany MacLaren, Culture and Economic Development
Coordinator

A. CALL TO ORDER

Mayor Lowry called the meeting to order at 6:00 p.m.

B. CONSIDERATION OF A CLOSED SESSION

None

C. O CANADA

Council stood for the playing of O Canada.

D. MOMENT OF SILENT MEDITATION

Council observed a moment of silent meditation.

E. ATTENDANCE

The Clerk announced attendance.

F. APPROVAL OF AGENDA

Resolution No 22-001

Moved by Councillor Dalgity

Seconded by Councillor Ferguson

THAT the agenda be approved as presented.

CARRIED

G. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

H. APPROVAL OF MINUTES

Resolution No 22-002

Moved by Councillor Holmes

Seconded by Councillor Maydan

THAT the Council minutes dated December 21, 2021 be approved as presented.

CARRIED

I. DELEGATION, DEPUTATIONS, AND PRESENTATIONS

None

J. PUBLIC MEETINGS

None

K. COMMITTEE OF THE WHOLE REPORT

Resolution No 22-003

Moved by Councillor Ferguson

Seconded by Deputy Mayor Minnille

THAT Council approve the Committee of the Whole motions from the December 21, 2021 meeting.

CARRIED

K.1 John Levi Community Centre

Resolution No 22-004

THAT Council rename the Almonte and District Community Centre, The John Levi Community Centre.

CARRIED

K.2 Council Approval to start hiring process for three positions

Resolution No 22-005

THAT Council authorize the commencement of the hiring process including the advertising of the three new positions of 1) Deputy Treasurer, 2) Director of Protective Services and 3) Communications Assistant.

CARRIED

K.3 Award of Tender PW-21-13 Renewal of the Downtown Core

Resolution No 22-006

THAT Council award the contract for Tender No. PW-21-13, Mississippi Mills Downtown Infrastructure Renewal Project to Thomas Cavanagh Construction, in the amount of \$5,564,000.00 (HST Not Included).

CARRIED

K.4 Information List #22-21

Resolution No 22-007

THAT the information list be received as information.

CARRIED

L. BY-LAWS

M. ANNOUNCEMENTS AND INVITATIONS

Mayor Lowry welcomed the Municipality's new planner Jeffrey Ren.

N. CONFIRMATORY BY-LAW

Resolution No 22-008

Moved by Councillor Maydan

Seconded by Councillor Holmes

THAT By-law 22-001 being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Mississippi Mills at its regular meeting held on the 11th day of January 2022, be read, passed, signed and sealed in Open Council this 11th day of January 2022.

CARRIED

O. ADJOURNMENT

Resolution No 22-009

Moved by Councillor Ferguson

Seconded by Deputy Mayor Minnille

THAT the meeting be adjourned at 6:07 p.m.

CARRIED

Christa Lowry, MAYOR

Jeanne Harfield, Clerk

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

BACKGROUND REPORT

DATE: January 18, 2022

TO: Council

FROM: Melanie Knight, Senior Planner

SUBJECT: **BACKGROUND REPORT – SUBDIVISION APPLICATION No.09-T-21005**
East 1/2 Lot 14 Concession 10 Ramsay Except Part 14 PLAN 26R1650,
Parts 1, 4, 5, 6 Plan 27R-10427 AND Part 1 Plan 27R-11168
Subject to an Easement in Gross over Part 11 ON 27R-7754 as in
LC36977 Subject to an Easement over Parts 2, 3 ON 27R-10427 in
favour of Part 1 on 27R-10427 as in LC143783 Municipality of
Mississippi Mills
Almonte Ward, Municipality of Mississippi Mills

KNOWN AS: Mill Valley (Active Adult Community)

OWNER: Houchaimi Holdings Inc. (Agent: McIntosh Perry)

PURPOSE OF THE PUBLIC MEETING

The public meeting is intended to provide the opportunity for members of the public to ask questions and review the application prior to a recommendation on a decision for Draft Approval.

It is noted that, as per the Planning Act, subdivision applications will require Council to approve the subdivision application in two phases: Draft Approval and Final Acceptance.

The applicant will require the Approval Authority, with input from agency partners (including the local municipality), to grant a draft approval and then award final acceptance once conditions of draft approval have been met.

DESCRIPTION OF SUBJECT LANDS

As shown in Figure 1, the subject lands are currently vacant and constitute a portion of a larger land holding owned by the proponent. The subdivision application will separate the 3.66 ha from the larger land holding.

The subject lands are bounded by industrial lands to the north (along Industrial Drive), vacant lands to the south and the east and the Orchard View retirement residence to the west.

Figure 1 – Context Map



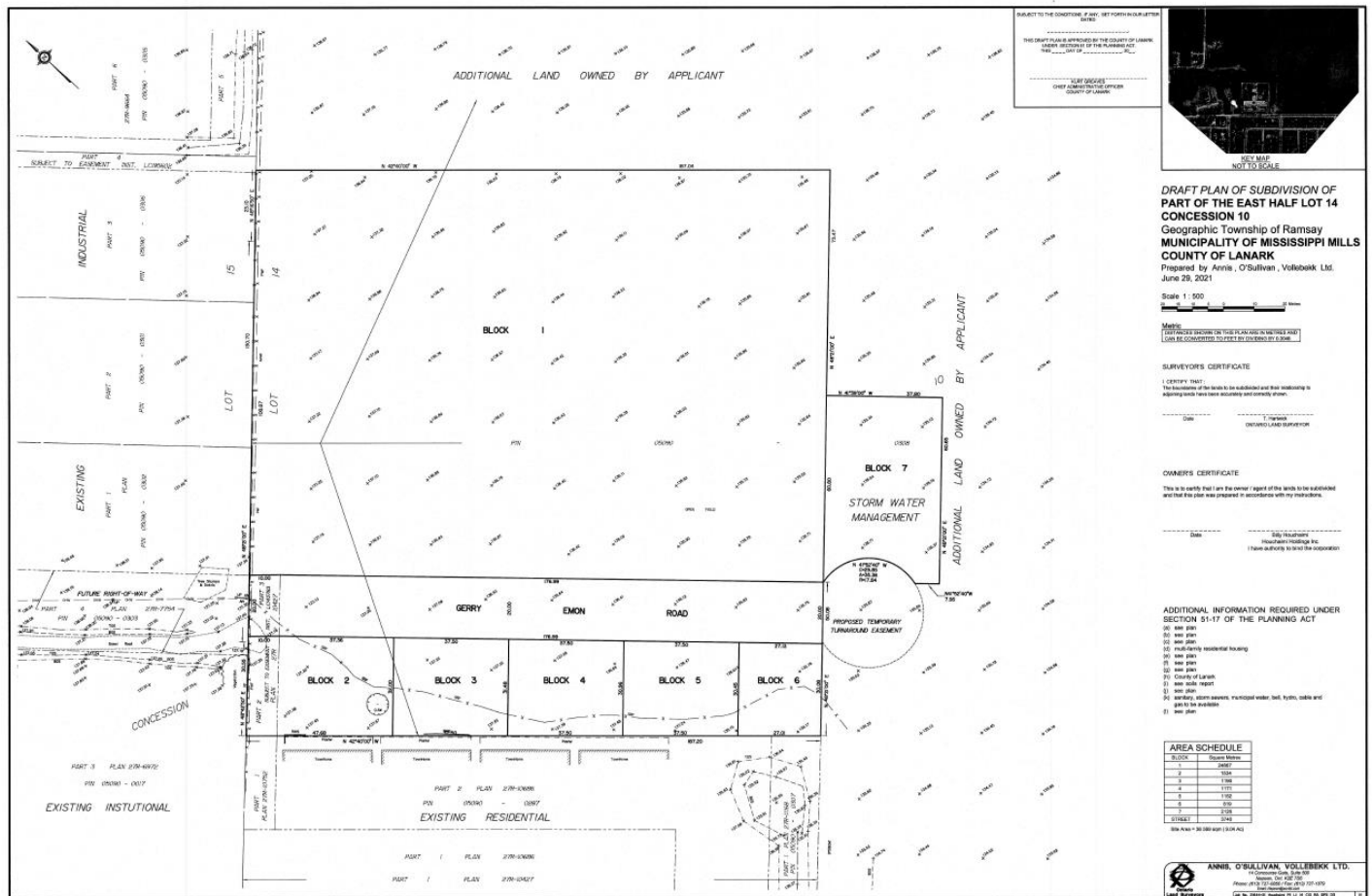
PROPOSED DEVELOPMENT

The proposed draft plan as shown in Figure 2 below includes one new street, as an extension of an existing public right-of-way, six (6) new blocks for residential development, and 1 block for stormwater management.

Block 1 is proposed to contain one, four-storey seniors apartment building which will include 48 dwelling units and seven (7) townhouse units (27 dwelling units); Blocks 2, 3, and 5 include four, 4-unit townhouse dwellings for a total of 16 dwelling units; Block 6 contains one 2-unit townhouse (2 dwelling units). Block 7 is a stormwater management block.

The application has been received and screened for completeness by the County of Lanark (the Approval Authority) and has been circulated to the municipality to host a local public meeting. The application has undergone one technical circulation and has recently been re-circulated for a second technical circulation.

Figure 2 – Proposed Draft Plan of Subdivision

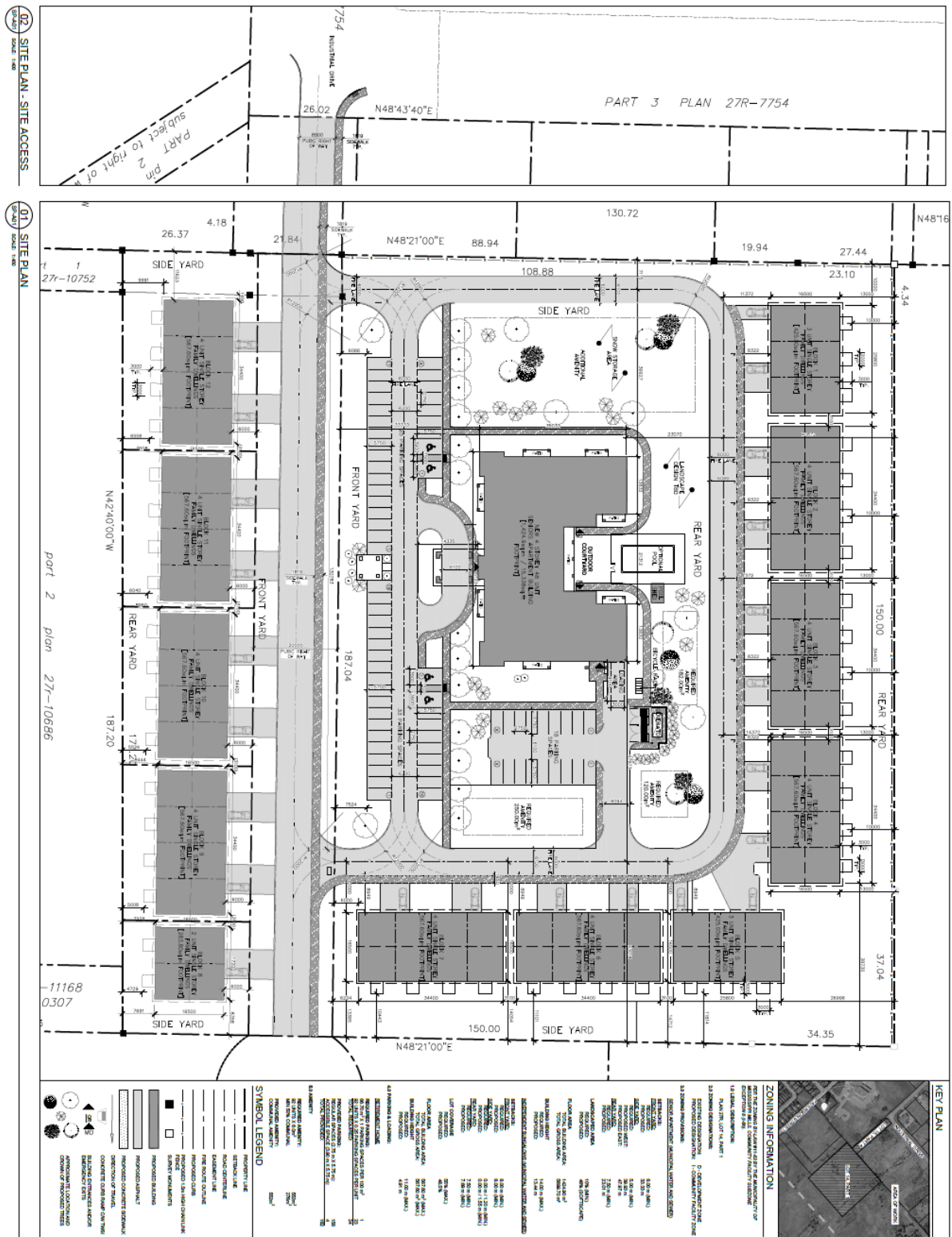


CONCURRENT APPLICATION

There is also a Major Site Plan Control application (D11-21-HOU) for the above noted development to address the detailed design of the individual blocks on the proposed Draft Plan of Subdivision.

Figure 3 is the proposed Site Plan detailing the development for each individual block. As this is a Major Site Plan Control application, it will require Committee of the Whole review and Mississippi Mills Council approval at a later date. The Site Plan Control application is being reviewed concurrently with the proposed Draft Plan of Subdivision.

Figure 3 – Proposed Site Plan



SERVICING & INFRASTRUCTURE

The development is to be serviced by municipal water and sanitary services. The applicant has submitted a Servicing and Stormwater Management Report for the proposed development which has been reviewed by the A/Director of Public Works. Revisions to the report has been resubmitted and are currently under review.

A Traffic Impact Study for the proposed development has also been submitted and a revision to the study has been resubmitted for review.

The proposed development includes the construction of a public street, Gerry Emon Road, to connect to the existing public right-of-way/Industrial Drive.

Gerry Emon Road also includes the construction of a temporary cul-du-sac for proper turnaround and for future connection to the adjacent vacant lands. At this time, there are no active Planning Act applications for the adjacent, vacant lands to the south and west.

LAND USE POLICIES

The subject lands were part of an Official Plan Amendment (0931-OP-21001, OPA 27) and associated Zoning By-law Amendment (Z-18-20) which were approved in spring of 2021 to facilitate the proposed development.

The Official Plan Amendment re-designated the lands from Industrial to Residential – Community Facility.

The purpose of the Residential – Community Facility designation is, in addition to residential uses, to provide a wide range of community facilities within the municipality, providing for a variety of uses associated with health, welfare and educational purposes as well as places of assembly and public recreational facilities. The policies for Community Facilities are within Section 4.7 of Mississippi Mills Official Plan:

4.7.1 Community Facility Policies

1. The Municipality shall encourage community facilities to be designed and located so as to allow for the shared/multiple use of the facility.
2. New community facilities shall satisfy the following:
 - i. the proposal is of a scale and design which is compatible with surrounding uses and able to function as a focal point for the neighbourhood or community;
 - ii. the anticipated level of vehicular and pedestrian traffic does not have significant negative impacts;
 - iii. the site area is adequate to accommodate buildings, future expansions, off-street parking, amenity areas and landscaping;
 - iv. the proposed site is located within close proximity to necessary support facilities; and,

v. the proposed site is strategically located in order to minimize travel time for the existing and anticipated service area population.

3. Adequate buffer space, planting or fencing shall be established between community facility land uses and adjacent land uses when required.

4. Adequate off-street parking facilities shall be provided and generally located to the rear and side of the principal building. Developers proposing parking in the front yard must demonstrate that no other feasible option exists for accommodating the needed parking.

The Zoning By-law Amendment rezoned the lands from Development (D) to Community Facility, Subzone 6 with a holding provision (I-6h) to permit an aging-in-place development consisting of an apartment dwelling, townhouse and semi-detached dwellings units and addressing site-specific zone exceptions.

The holding provision is in place until such time that the property has frontage on an open municipal road. This requirement will be achieved through the Plan of Subdivision application as it includes the creation of Gerry Emon Road.

COMMENTS RECEIVED:

County staff have circulated the application in accordance with the provisions of the Planning Act. The Planning Act prescribes that notice be placed on site and mailed to all property owners within 120m of the subject lands.

As previously mentioned, the application has been revised and resubmitted and recirculated to technical agencies for review and comment.

The County continues to collect public comments as part of the application process. In addition, comments received as part of the statutory public meeting will also be considered as part of the application review process.

A full synopsis of public comments and technical agency comments will be included in a future staff report analyzing the merits of the application and include a recommendation on the proposed Draft Plan of Subdivision application.

SUPPORTING DOCUMENTATION

In support of the Draft Plan of Subdivision application, the following supporting documents have been received:

1. Draft Plan of Subdivision
2. Planning Rationale
3. Traffic Impact Study
4. Servicing and Stormwater Management Report
5. General Plan of Services and Lot Grading and Drainage Plan

All documents are available for public review and can be viewed by contacting the Municipal Office during regular business hours, or in some cases can be provided electronically.

All of which is respectfully submitted,

A handwritten signature in dark ink, appearing to be 'MK' followed by a horizontal line.

Melanie Knight MCIP, RPP
Senior Planner

Ken Kelly
Chief Administrative Officer



REPORT OF THE COMMITTEE OF THE WHOLE

January 11, 2022

The following is the Committee of the Whole report from the January 11, 2022 meeting.

Staff Reports

F.1 Exemption from Draft Plan of Condominium Approval - 65 Mill Street, 73 and 75 Little Bridge St, Almonte

Resolution No CW22-004

THAT the Committee of the Whole recommends Council supports the Exemption from Draft Plan of Condominium Approval for the lands legally described as Part of Lot 19A, Shipman Survey, Part of Lot 8 (Little Bridge Street) Colin King Survey and Parts of Lots A and B, All of Lots C & D and all of the lane (18 feet wide) (McIntosh Section) (As closed by By-law 09-58, Inst. LC90028) Registered Plan 6262, Town of Mississippi Mills, in order to allow the application to proceed directly to Plan of Condominium Approval by the County of Lanark.

F.2 Municipal Grants 2022

Resolution No CW22-005

THAT, Council approve the following 2022 municipal grants:

- Pakenham Civitan Club \$2000
- All My Relations \$3500
- Almonte Legion Pipe Band \$3500
- Almonte in Concert \$2500
- Mississippi Lakes Association \$500
- Puppets Up 2022 \$5000
- North Lanark Agricultural Society \$5000
- Almonte Celtfest \$5000
- Pride Mississippi Mills \$3450
- Folkus Concert Series \$2500

F.3 Discussion on how to allocate MRPC and 28 Mill St funds

Resolution No CW22-007

THAT the Committee of the Whole recommend to Council that the allocation of funds derived from the sale of 28 Mill Street and the capital reserve for the building for a combined amount of \$652,787.22 be allocated 50% towards general capital expenditures or \$326,393.61 and 50% towards water & sewer

expenditures or \$326,393.61 as per Option 1(A) and as defined in the Draft Budget 2022 as tabled.

F.3 Discussion on how to allocate MRPC and 28 Mill St funds
Resolution No. CW22-008

THAT the Committee of the Whole recommend to Council that the allocation of the \$225,000 dividend payment, the \$119,433 interest payment and the \$1 million promissory note repayment from MRPC be allocated 50% towards general capital expenditures and 50% towards water & sewer expenditures as per Option 1(B) and as defined in the Draft Budget 2022 as tabled.

Notice of Motion

G.1 Davidson Crescent
Resolution No. CW22-010

WHEREAS on November 1, 2016, Council passed by-law 16-99 to address the maintenance of Davison Crescent (Part 44 on Plan RD6) for a period ending at the end of 2021;

AND WHEREAS the recently expired contract with Michael Patrick Gallagher and the other signatories to the Davison Crescent Maintenance Agreement (the property owners) which expired in 2021 did not have provisions to allow for an extension of the agreement;

AND WHEREAS in a staff report dated October 4, 2016, staff recommended that the contract not be extended further and that residents arrange for a private contractor from the fall of 2021 onwards;

AND WHEREAS no arrangement have been made by the newly created Davison Crescent Residents Association (DCRA) with a private contractor for the maintenance and winter operations for Davison Crescent;

AND WHEREAS the previous contract stated that Davison Crescent would not be assumed as a municipal road;

AND WHEREAS DCRA representatives have been reaching out to staff and Councillors for a solution going forward;

THEREFORE BE IT RESOLVED THAT the Committee of the Whole recommend that Council direct staff to communicate with representatives of the DCRA to have their solicitor contact the Mississippi Mills solicitor to work towards assumption of Davison Crescent in compliance with Mississippi Mills Policy on the Assumption of Private Roads;

AND BE IT FURTHER RESOLVED THAT the Committee of the Whole recommend that Council direct staff to provide additional points of contact to assist DCRA in securing adequate private maintenance in the interim.

AND BE IT FURTHER RESOLVED THAT the Committee of the Whole recommend that Council direct staff to continue winter maintenance activities until May 1, 2022 at an amount determined by staff to recover costs.

Information Items

**H.5 Information List #01-22 item b
Resolution No CW22-011**

THAT Council direct staff to share on the municipal website that Mississippi Mills has been renewed as bronze status by the Bicycle Friendly Communities Award program.

Submitted by,

Reviewed by,

Councillor Bev Holmes,
Committee of the Whole Chair

Casey Munro,
Deputy Clerk

Dear Council,

The residents of Davison Crescent would like to thank the Committee of the Whole for discussing our road maintenance issues at their meeting on January 11, 2022 and for recognizing the predicament we find ourselves in with no local businesses available to provide snow clearing services for Davison Crescent. Thank you Councilor Ferguson for getting this conversation started. Thank you Deputy Mayor Minnille and Councilor Guerard for your amendment recommending an extension until May 2022 to the winter maintenance part of the expired contract.

We have received a quote for the prorated cost of winter maintenance from CAO Ken Kelly. It was clear that the intent of the committee was for the original quote of \$22,000 to be prorated and changed to reflect "bare cost recovery" as stated by Deputy Mayor Minnille and "a more reasonable amount charged" as stated by Councilor Guerard. Unfortunately, it seems that this quote has only been prorated and not adapted to reflect cost recovery as directed by the Committee of the Whole.

Upon review of the 2021 municipality budget we have determined the following:

Source; Mississippi Mills Transportation operating budget 2021					
Grading pg 74 of MM 2021 budget					
Line 113	49,575.00				
Line 114	3,570.00				
Line 115	56,100.00				
Total	109,245.00				
Snowplowing pg 74 of MM 2021 budget					
Line 123	75,480.00				
Line 124	32,640.00				
Line 125	145,860.00				
Total	253,980.00				
Sanding Salting pg 75 of MM 2021 budget					
Line 131	18,975.00				
Line 132	12,240.00				
Line 133	35,700.00				
Line 134	387,500.00				
Total	454,415.00				
Total	817,640.00				
MM total KM maintained	379	per MM Roads and public works budget narrative Pg			
Total cost per KM	2,157.36				
cost to provide Davison with winter maintenance and grading per year at .7 of a KM	1,510.15				
paid to MM 2021 for road maintenance	1932.22				

The following is an excerpt from the rationale written by Troy Dunlop in 2016 for determining the amount to be charged for recovery of the road maintenance costs for Davison Crescent: “The Department has reviewed average servicing costs for winter control and grading and has determined that the average costs per km are in the order of \$1,190 per km/year. In addition, the costs for grading are approximately \$300 per km/year. Understanding the length of Davison Crescent is 0.71km, the provision of the “on the ground” service would be around \$1,060 plus HST. Please note that all winter control operations carry an obligation to perform winter patrols and as such we would have to add some consideration to those costs as well. Overall, I anticipate that if a contract renewal were to be considered, the Public Works Department will be recommending somewhere further in the \$1,500 to \$2,000 range (tbd).”

As suggested by Acting Director Cory Smith at the Jan 11, 2022 meeting, we calculated the cost of plowing on an hourly rate of \$400 and determined the following:

At 10km/hr, it would take 4.26 minutes per pass to drive Davison Crescent. At two passes per plowing event, that would be 8.52 min.

10 min x 50 passes = 500 min

8.3hr x \$400 = \$3333.33/year

All three of the above scenarios come up with a cost of approximately \$2000-\$3500 for winter maintenance +/- grading services for Davison Crescent. DCRA and the council have asked CAO Kelly and Acting Director Cory Smith to provide a rationale for determining the amount of the original quote of \$22,000 and we have not received a definitive answer. We believe that the above three calculations show that the prorated quote of \$11,253.00, like the original quote, is grossly overpriced to reflect cost recovery.

We would like to negotiate a price that reflects cost recovery with the municipal staff for this year's winter maintenance. We are then hopeful that we can discuss our long term options to resolve our road maintenance issues with the council.

We would like to take this opportunity to clarify some gaps in information so that the council can make informed decisions re: Davison Crescent going forward. The following questions were left unanswered during the January 11, 2022 meeting:

1) Has DCRA contacted anyone to plow Davison Crescent or were they unaware that the contract was going to end?

Our road association and the members were aware that the current road maintenance contract was ending Dec 31, 2021. Despite our best efforts, we were unable to find an alternative as no business was able to provide the snow clearing, sanding and grading required.

In fact, the road association has been trying to find a solution to the maintenance issues since the inception of the road. Every Spring, since 2006, the road association contacts

various snow plowing companies with the intent to find a company that can provide road maintenance for Davison Crescent. We have been unable to find a company able or willing to do this.

In Spring 2021, we reached out to every contractor we could find from Carleton Place to Arnprior. Through email and voicemail we explained our situation and asked that they provide a written response so that we would have proof that we had done this. These emails were shared with the council in the presentation of our petition on October 3, 2021. The companies from Carleton Place, Almonte and Arnprior informed us that they do not plow in Pakenham. Many companies informed us that they do not have the equipment to provide winter or annual maintenance for our road and, most importantly, that they could not obtain appropriate liability insurance to plow a road. Our road committee has met half a dozen times from Spring to the end of 2021. We have held three special meetings and one Annual General Meeting in 2021 of the road association. We have also incorporated DCRA to facilitate signing contracts.

Councilor Dalgity had mentioned that DCRA could approach whomever plows the Mount Pakenham parking lot to provide winter maintenance of Davison Crescent. Mount Pakenham plows their own parking lot, usually using their off-road hill groomer which is a heavy tracked vehicle that is not licensed to drive on roads with traffic. They also do not have a wing plow or grader. Mount Pakenham has been asked if they would plow Davison Crescent but they are unable to provide this service.

In June 2021, when we were certain that there were no companies able to help us, members started communicating with councilors and municipal staff. As a result, our petition was heard in October and then there was some delay in getting a motion brought to the council as the DCRA did not understand the process or the timelines to make this happen.

2) What services does the municipality provide to Davison Crescent residents?

For a cost of \$1932.22, the municipality provides plowing, sanding and up to 3 gradings of Davison Crescent. DRCA members pay for the gravel needed to maintain the road. DCRA members also pay for any road upgrades required, like the culvert that was changed to fix a water drainage issue.

DCRA obtains our own general liability insurance for the road and we name the municipality as an additional insured. Since incorporating, we have also obtained Director and Officers insurance.

The residents of Davison Crescent pay approximately \$80,000 in taxes plus \$1932.22 for sanding/plowing/grading. The only additional service we receive is garbage pickup for an additional levy fee of \$225 per household.

At the Jan 11, 2022 meeting, the terms “full annual maintenance” vs “winter maintenance” were used. We would like to clarify that “winter maintenance” includes sanding and plowing and that “full annual maintenance” would only add grading services. The road association has always arranged our own gravel and upgrades as needed.

3) Why did DCRA hire a lawyer?

A lawyer’s opinion was required when we were not getting any response from council re: our October 3 petition request. We were informed by CAO Ken Kelly on November 21, 2021 that DCRA had to make a written proposal that staff could bring forward to Council before November 29th. We thought that we had already done this with our petition to the council on October 3rd, 2021. Given that there was no direction on what was required for a proposal, and that we needed someone who understood this process, we had a lawyer provide this proposal for us.

The DCRA and our members would prefer to work with council, and the municipal staff to come to an agreement without having to use lawyers if possible.

4) Why is the municipality involved in plowing Davison Crescent?

Councilor Ferguson mentioned that the municipality “is not in the business of plowing private roads.” The Township of Pakenham and subsequently, the Municipality of Mississippi Mills has held a contract to provide winter maintenance to Davison Crescent for over forty years.

Prior to Ski Hill Road being assumed by the municipality in 2006, there was a contract for winter maintenance and grading of both Ski Hill Road and Davison Crescent. Since that assumption, Davison Crescent residents have had a contract with the municipality to provide these services.

5) Who owns Davison Crescent?

Davison Crescent is owned by a numbered company which has no obligation to maintain the road and has no legal liability if it fails to do so. The residents association was given a letter by that numbered company which allows any resident or road association to maintain or hire companies to service the road.

6) Why is Davison Crescent still a private road?

At the time of its inception, Davison Crescent was arguably up to Pakenham township road standards. To our knowledge the intent of the township was to assume this road. Otherwise, why would they have allowed 43 lots to be developed? Pakenham Township was unable to assume Davison Crescent because it was at the end of Ski Hill Road, which was privately owned by Russ Wilson.

Ski Hill Road was upgraded and assumed by the municipality in 2006. Davison Crescent residents were then informed that the road would need to be upgraded to meet 2006 municipal standards before it could be assumed.

There are other municipally owned gravel roads in Pakenham, for example Carbine Road, of similar width and water drainage features. It seems that Ski Hill Road being privately owned was the only reason that Davison Crescent was not assumed in 1969 when the subdivision was established and approved by Pakenham Township.

This is where things get complicated with previous OMB rulings that may not have been executed. This would also be where lawyers would need to get involved to determine a legal resolution. We would like to avoid having to speak through lawyers by working with the council to come to a resolution for our road maintenance.

7) Has there been any discussion re: upgrading Davison Crescent?

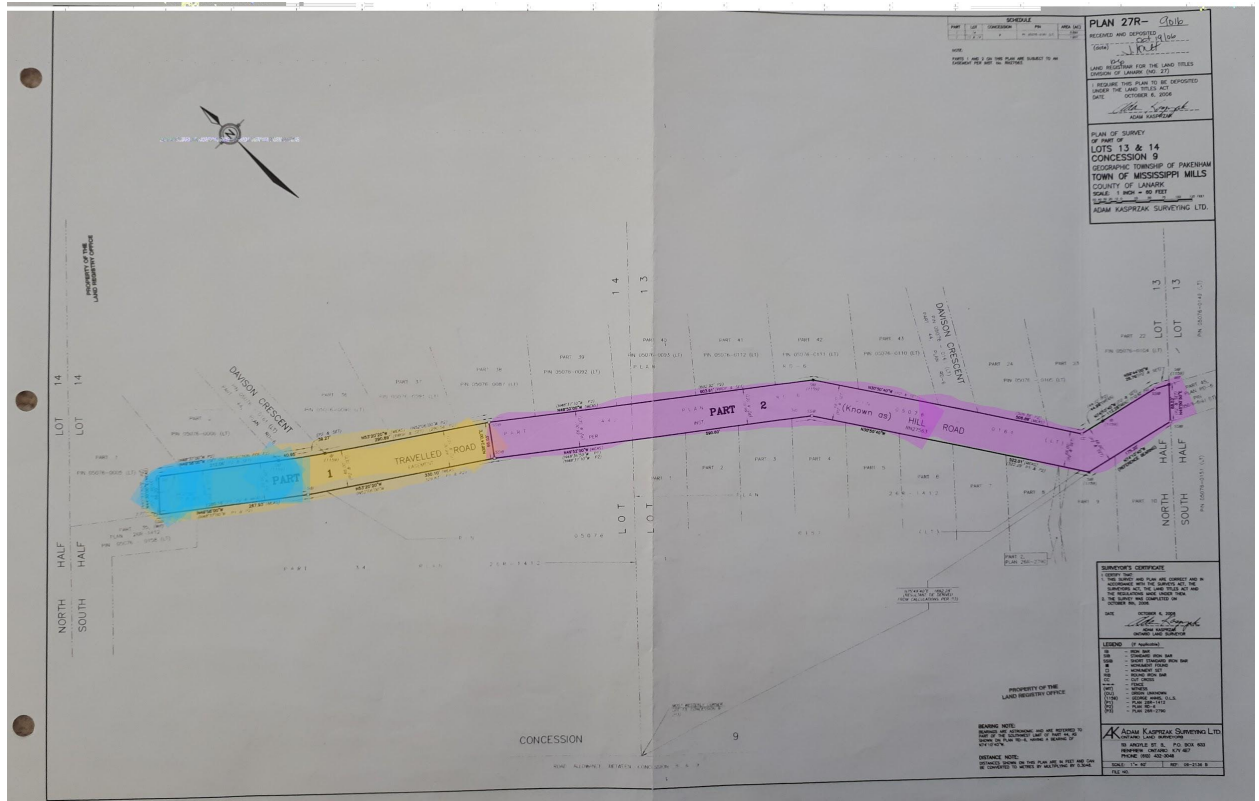
On Nov 4, 2021, CAO Ken Kelly informed the DCRA that the council would consider extending the contract for winter maintenance of Davison Crescent if we entered into an agreement to upgrade our road to municipal standard.

We informed him that we needed more information to be able to enter such an agreement. There were too many unknowns to even entertain this verbal proposal. To what standard? At what cost? Is there a way to fund a project like this? Do our residents want to upgrade the road? How would this affect property owners re: laneways and landscaping features on Davison Crescent? Can we purchase the road?

We provided the information for upgrading the road to the DCRA members and it was met with the same questions. There is also concern that our current community would be ruined by putting a two lane paved road through it and that it could cost up to \$1M. The DCRA members would not be able to upgrade Davison Crescent without answers to these outstanding questions. Some of these questions cannot be answered without an Ontario Land Tribunal ruling and that would bring us back to requiring lawyers. Again, we would like to avoid having to do this.

8) Where does Ski Hill Road end and Davison Crescent begin?

The photo below shows the original Plan of Survey of the Davison Crescent Subdivision. You can see that Part 44 included Ski Hill Road and Davison Crescent. The green highlighter shows the road that is now known as Davison Crescent. The blue parts of the map show the portions of Part 44 that are independently maintained as laneways of the homes adjacent to those parts. Part 2 of Ski Hill Road is highlighted in pink.



9) **Where do we go from here?**

We ask council to direct staff to enter into an agreement with DCRA to continue winter maintenance and 3 gradings per year at cost recovery based on Mississippi Mills annual budgeted costs for grading, plowing and laying of sand/salt, (see calculations included in this letter) with no expiry on the contract but with a caveat that the contract is reviewed at five year intervals.

DCRA respectfully requests that a member of Council submit a motion as per above to be discussed and voted on at the January 25th meeting.

Thank you for your help in these matters.

Sincerely,

Krista Kennedy
DCRA CoChair

	Full Year Costing	February - May 15 2022	
Grading Costs Incl. 3 Events	\$ 3,352.50	Grading Costs Incl. 0 Events	\$ -
Winter Maintenance 50 Events at \$341.00/Event	\$ 17,050.00	Winter Maintenance 30 Events at \$341.00/Event	\$ 10,230.00
Incl. Weather Monitoring, Patrolling, Snow Removal, Sanding		Incl. Weather Monitoring, Patrolling, Snow Removal, Sanding	
Subtotal	\$ 20,402.50	Subtotal	\$ 10,230.00
10% Overhead	\$ 2,040.25	10% Overhead	\$ 1,023.00
Total	\$ 22,442.75	Total	\$ 11,253.00
Cost per Household	\$ 1,020.13	Cost Per Household	\$ 511.50

Note: Prices are excluding HST.

THIS ROAD SERVICE AGREEMENT MADE EFFECTIVE THE 1ST DAY OF JANUARY 2017.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

Hereinafter called the “Municipality”

AND:

**MICHAEL PATRICK GALLAGHER
AND THE OTHER SIGNATORIES**

Hereinafter collectively called the “Owners”

IN CONSIDERATION of the mutual promises, covenants, agreements and understandings hereinafter expressed the Municipality and the Owners covenant and agree as follows:

1. DEFINITIONS AND SCHEDULES

- 1.1. Definitions: In this Agreement unless there is something in the context inconsistent therewith:
 - 1.1.1. “Agreement” means this Agreement including the Schedules hereto attached;
 - 1.1.2. “Arbitration Act” means the Arbitration Act, 1991, S.O. 1991;
 - 1.1.3. “Dispute” means any dispute between the Parties arising from this Agreement, including but not limited to disputes relating to the interpretation, breach or enforceability of this Agreement;
 - 1.1.4. “Effective Date” means January 1, 2017.
 - 1.1.5. “Municipal Act” means the Municipal Act 2001, S.O. 2001, c.25;
 - 1.1.6. “Owners” means the Owners of the lands abutting the Private Road as of the Effective Date as set out in Schedule “C” hereto;
 - 1.1.7. “Party” and “Parties” means the Municipality and each of the Owners;
 - 1.1.8. “Private Road” means the lands more particularly described in Schedule “A” hereto;
 - 1.1.9. “Term” means the term of this Agreement as set out in Clause 6 hereof;
 - 1.1.10. “Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, inability to procure material restrictive, laws or governmental regulations or other cause of any kind beyond the reasonable control of the party obliged to perform or comply, excepting a delay caused by lack of funds or other financial reason;

1.1.11. "Works" means the works, matters and things to be performed by the Municipality on the Private Road pursuant to this Agreement as more particularly described in Clause 3 and Schedule "B" hereto;

1.2. Schedules: The Schedules to this document are part of this Agreement and consist of:

Schedule "A" – Legal Description of the Private Road;

Schedule "B" - Description of the Works; and

Schedule "C" - List of Owners.

2. **RECITALS**

2.1. Each of the Owners is an Owner of lands abutting the Private Road and each of whom use and enjoy the Private Road.

2.2. Each of the Owners covenants and warrants for themselves, their executors and successors including successors in title that each has the legal authority to use the Private Road as and for vehicle and pedestrian passage and to authorize the Municipality to undertake the Works as more particularly described in this Agreement.

2.3. Each of the Owners has asked the Municipality to undertake and perform the Works on the Private Road and the Municipality has agreed to undertake and perform the Works during the Term, subject to the terms and conditions of the within Agreement.

3. **WORKS**

3.1. The Owners covenant and agree that for the purposes of this Agreement, the Works shall consist of the works, matters and things more particularly described in Schedule "B" hereto.

4. **PAYMENT TO THE MUNICIPALITY FOR THE WORKS**

4.1. The Owners covenant and agree jointly and severally to pay to the Municipality for the performance of the Works as follows:

4.1.1. For the first year of the Term, the sum of One Thousand Four Hundred and Sixty-Five Dollars (\$1,465.00) plus HST payable on or before November 30, 2016.

4.1.2. For the second year of the Term and for each of the third, fourth and fifth years of the Term that amount equal to the previous year's payment plus the percentage increase in amount the Construction Consumer Price Index for Ottawa for such previous year to be payable on or before November 30th of the calendar years 2017, 2018, 2019 and 2020.

4.1.3. By way of example, if the Construction Price Index for Ottawa for the year 2016 shall have increased five (5) percent, then the payment to be made to the Municipality by the Association for the second year of the Term shall be $(\$1,465.00 \times 5\% = \$73.25 + \$1,465.00 = \$1,538.25)$ One thousand Five Hundred and Thirty-Eight Dollars and Twenty-Five cents (\$1,538.25) plus HST.

5. **NOT A HIGHWAY**

- 5.1. The Owners expressly acknowledge and agree that the Private Road is not a common and public highway and nothing arising out of this Agreement, including but not limited to the Works and the performance of the Works by the Municipality will result in the assumption by the Municipality of any liability whatsoever for the Private Road.

6. **TERM**

- 6.1. The Term of this Agreement shall be five (5) years commencing on the Effective Date and terminating at midnight on the day before the fifth anniversary of the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement.
- 6.2. Notwithstanding Clause 6.1 above, either Party may terminate this Agreement upon giving Ninety (90) days' notice to the other Party in accordance with the notice provisions of Clause 10 hereof.
- 6.3. The Owners acknowledge and agree that the Municipality may terminate this Agreement without notice if the Owners are in default of the Owners' payment obligations under Clause 4 of this Agreement.

7. **INSURANCE**

- 7.1. The Owners shall provide to the Municipality before commencement of the Works and shall keep in force during the Term, a comprehensive policy of public liability and property damage insurance (the "Policy") acceptable to the Municipality, providing insurance in the amount of not less than two million (\$2,000,000.00) dollars per occurrence exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss or damage to property, with a property damage deductible of not more than one thousand (\$1,000.00) dollars.
- 7.2. The Policy shall name the Municipality as a named insured thereunder and the policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or mission on the part of the Association or any contractors, members, servants or agents of the Association.
- 7.3. The Policy shall include completed operations coverage and shall be maintained in force during the Term.
- 7.4. The Owners shall forward to the Municipality prior to commencing the Works a certificate of liability insurance signed by an authorized employee of the insurance company providing the insurance.

8. **INDEMNITY**

- 8.1. The Owners hereby for themselves their executors and successors including successors in title jointly and severally covenant and agree to indemnify and save harmless the Municipality and the Municipality's employees, servants, agents, successors and assigns from all actions, causes of action, suits, claims and demands which may arise directly or indirectly by reason of the use of the Public Road by the Owners and such Owners' invitees during the Term.

9. **DISPUTE**

- 9.1. In the event of a Dispute between the Parties, with respect to the interpretation of this Agreement or their obligations thereunder, the Parties shall make good faith efforts to resolve the Dispute by negotiation.
- 9.2. In the event the negotiations do not lead to a resolution of the Dispute, the Dispute shall be determined by the provisions of the Arbitration Act by a sole arbitrator agreed upon by the Parties, or failing agreement appointed by a judge of the Ontario superior Court of Justice at Ottawa upon the application of either of the Parties.

10. **NOTICE**

- 10.1. Any demand or notice to be given pursuant to the Agreement shall be properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such Party as follows:

where the Owners are the intended recipient:

3131 Old Perth Rd.
P.O. Box 400
Almonte, ON
K0A 1A0

Attention: Chief Administrative Officer

where the Owners are the intended recipient:

126 Davison Crescent
Pakenham, ON
K0A 2X0

Attention: Michael Patrick Gallagher

or such other addresses as the Parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service affecting the delivery or handling thereof, on the day following five business days following the date of mailing.

11. **FURTHER ASSURANCES**

- 11.1. Each Party shall execute and deliver such further documents and do such other things as reasonably may be required from time to time to give effect to this Agreement.

12. **WAIVER**

- 12.1. The failure of any Party to this Agreement to enforce any provision or any rights in respect thereof or to insist upon strict compliance or adherence to any term of this Agreement shall not be considered a waiver of such provision, right, term, covenant or obligation or in any way affect the validity of this Agreement or deprive the applicable Party of the right to insist upon strict compliance or adherence to that provision, right term, covenant or obligation.
- 12.2. The exercise of any right under this Agreement shall not preclude or prejudice any Party from exercising any other right it may have under this

Agreement, irrespective of any previous action or proceeding taken by it hereunder.

- 12.3. Any waiver by any Party of the performance of any provision, right term, covenant or obligation in this Agreement shall be effective only if it is in writing and notice is provided in accordance with Clause hereof.

13. **SEVERABILITY**

- 13.1. If any provision of this Agreement is illegal or unenforceable, such provision shall be deemed to be severable from the remaining provisions of this Agreement and shall not invalidate or render unenforceable the remainder of this Agreement.

14. **AMENDMENTS, MODIFICATION BY WRITTEN AGREEMENT**

- 14.1. No amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of the amendment, supplement, waiver or consent is sought.

15. **TIME OF ESSENCE**

- 15.1. Time shall be of the essence of this Agreement.

16. **UNAVOIDABLE DELAY**

- 16.1. If there is an Unavoidable Delay in the performance of an act or compliance with a covenant or condition, performance or compliance during the period of Unavoidable Delay shall be excused and the period for the performance of compliance shall be extended for a period equal to the period of the Unavoidable Delay.

17. **GOVERNING LAW**

- 17.1 This Agreement shall be construed under the laws of the Province of Ontario.

18. **SUCCESSORS AND ASSIGNS**

- 18.1. This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.

19. **CAPTIONS**

- 19.1. The captions and headings of this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

INTERPRETATION

19.2. In this Agreement, unless the context requires otherwise, words imputing the singular include the plural, any reference to the Municipality includes the servants, employees, agents and invitees of the Municipality and all others over whom the Municipality might reasonably be expected to exercise control; any reference to the Association includes the servants, employees, agents, officers and invitees of the Association and all others over whom the Association might reasonably be expected to exercise control; person includes any individual, firm or corporation; hereof, herein, hereunder and similar expressions used in any Clause relate to the whole of this Agreement and not that clause only.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

Dated at Almonte, Ontario this ^{1st November 88} ~~August~~, 2017.

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

Per: [Signature]
Name: Shaun McLaughlin
Title: Mayor

Per: [Signature]
Name: Shawna Stone
Title: Clerk

We have authority to bind the Municipality

Dated at Almonte, Ontario, this day of August, 2017.

Witness

C. Gallagher

[Signature]

Nicole Visser

[Signature]

[Signature]

[Signature]

C. Gallagher

[Signature]
Michael Patrick Gallagher

[Signature]
Barbara Olive Button

[Signature]
Nicole Lee Visser

[Signature]
Christopher Visser

[Signature]
Catherine Lee Gallagher

[Signature]
Marilyn Jean Crabbe

[Signature]
Krista Lynn Burgess

[Signature]
Monica Michelle Burgess

CZ Gallagher
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Gordon Robert Burgess
Gordon Robert Burgess
Carol Jean Farmer
Carol Jean Farmer
Gregory Jon Galoska
Gregory Jon Galoska
Sean Murphy
Sean Murphy
Carol Maida Bode
Carol Maida Bode
Victor Rodney George Bode
Victor Rodney George Bode
Amanda Divet
Amanda Divet
Max Divet
Max Divet
Brian Matthew Kerr
Brian Matthew Kerr
Paul Rask
Paul Rask
Craig Begbie
Craig Begbie
Julie Begbie
Julie Begbie
Kelly Anne Cullen
Kelly Anne Cullen
Thomas Cavanagh Construction Ltd.
Thomas Cavanagh Construction Ltd.
Per: Jeff Cavanagh
Name: President
Title: President
I have authority to bind the Corporation
Diane Elizabeth Murray
Diane Elizabeth Murray
Robert John Flegg
Robert John Flegg

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Muall

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Joanne Clifford

Beverley Ann Smith

David Hunter Smith

Susan Elizabeth McKay-Caillier

Kevin Eldridge Caillier

Melisa Joyce Boyce

Gerald Hamilton Boyce

Penelope Ann King

James Robert King

SCHEDULE "A"
LEGAL DESCRIPTION OF THE PRIVATE ROAD

Pt Lt 13 and 14, Con 9 Pakenham Pt 44
26RD6; S/T RN27563 save and except Parts 1 and 2 Plan
27R-9016, Town of Mississippi Mills

Being Part of PIN 05076-0161 (LT)

SCHEDULE "B"
DESCRIPTION OF THE WORKS

- B.1. Grading of the Private Road as required up to three (3) times per year (excluding materials); and
- B.2. Snow plowing, ice removal with grader and salting and sanding during the winter months in accordance with the schedule of said services for Municipally owned roads.



8325
R 791141

Ontario Municipal Board

IN THE MATTER OF Section 35
of The Planning Act (R.S.O.
1970, c. 349),

- and -

IN THE MATTER OF an application
by The Corporation of the Town-
ship of Pakenham for approval
of its Restricted Area By-law
78-9

C O U N S E L :

Arthur A. McLean

- for The Corporation of the
Township of Pakenham

Alan D. Sheffield

- for Mount Pakenham Limited
and William Gallagher

DECISION OF THE BOARD delivered by P. G. WILKES

The Board heard an application by the Township of
Pakenham for approval of its establishing By-law 78-9,
passed by Council on August 15, 1978.

The Township, located in the northern part of Lanark
County comprises an area of approximately 6400 acres, and
has a population of about 1350 people. It is predominantly
rural in nature with the Village of Pakenham, near its
easterly boundaries, being the sole urban settlement area.
Good agricultural land borders the Mississippi and Madawaska
Rivers along the easterly side of the Township, whereas the
land to the west is typical of the Canadian Shield, characterized
as having a thin layer of topsoil with rocky outcroppings,
and some hilly sections which have already provided the site
for one ski resort.

The planning evidence indicated that the purpose of
the establishing by-law before the Board is to provide
controls on land use in accordance with the policies of the

North Lanark Planning Area, approved by the Minister on July 27, 1978. Except for certain infilling situations in the Village of Pakenham, and one large area to the south-east of the Village, the lands in the Township were not rezoned. Instead, the lands were zoned primarily for existing uses in accordance with Official Plan policies.

A number of people expressed concerns about certain aspects of the by-law and their objections are set out below:

1. Mr. Robert BARRIGAR resides on a farm he owns in part of the north-east quarter of Lot 12 and the south-east quarter of Lot 13, Concession II, in the Township. His lands are zoned RU-Rural, permitting agricultural use and residential use, but not permitting a "law office" use. He would like to erect a legal office on his property sometime in the future, and the Township has expressed willingness to pass an amending by-law to permit this specific additional use on his lands. The Board agreed to adjourn sine die the hearing of the by-law as it relates to the Barrigar lands to give the municipality the opportunity of passing such an amendment. The amending by-law will require normal circulation before being submitted to the Board for approval. A description of the Barrigar lands is filed as Exhibit 8. Council should also deal with the matter of whether or not an Official Plan amendment is required prior to the passing of an amending by-law.
2. Mount Pakenham Limited operate a ski resort on parts of Lots 12, 13 and 14 in Concession 9. The lands, comprising about 300 acres, contain three different uses, and have three different zoning categories in accordance with these uses. The ski lodge itself is

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zoned VC-Commercial Resort. A 73-lot subdivision is zoned VR-Residential Seasonal, and the remaining lands, including the ski-hill are zoned RU-Rural.

Approximately 26 lots have been sold, nine of which were developed prior to the passing of the by-law, some for year round residences.

The owner of the resort is concerned that Seasonal Residential zoning will substantially reduce the value of both the unsold lots, and those already sold. He is also concerned that the by-law provision requiring frontage on a public highway will preclude development for permanent homes if the subdivision were to be rezoned to permit permanent residential use. Finally, he notes that there is a mapping error in the location of the lands zoned VC-Commercial Resort. The municipality expressed willingness to pass an amending by-law to overcome all of these concerns provided that a change to permanent residential zoning would permit only single family dwellings.

Since there was consent of both parties the Board has decided:

- (a) To adjourn the hearing sine die as it relates to the zoning of the lands zoned VC-Seasonal Residential in Part of Lot 13, Concession 9. This will give the municipality the opportunity of passing an amending by-law, rezoning the VC lands to RI-Residential General, restricting such use to single family dwellings, and amending Section 4.7 as it applies to these VC lands so as to require "access to" an improved street instead of "frontage" on it.

Such an amending by-law will require normal circulation before being submitted to the Board.

Council should also deal with the matter of whether or not an Official Plan amendment is required prior to the passing of an amending by-law.

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In spite of argument to the contrary the Board has decided to approve Section 4.7 of the By-law as it applies to all of the remaining land in the Township. The Board has concluded that Council should give this matter further consideration in the light of Official Plan policies.

- (b) To withhold approval of the Mount Pakenham lands shown as zoned VC on Schedule A to allow the municipality the opportunity of passing an amending by-law correcting a mapping error. When this amending by-law is submitted to the Board it will be approved without further notice or hearing.
 - (c) To withhold approval of the definition of RECREATION FACILITY, Section 2.83 to allow the municipality the opportunity of passing an amending by-law adding: "skiing facilities and trails" after the word, "trails" in the fifth line. This amending by-law will be approved, after it has been submitted, without further notice or hearing.
3. Robert Ironside, owns about 26 acres in parts of Lot 11, Concession II and Concession 12. He plans to subdivide about 20 acres of this land, and has prepared a draft plan that appears to have had a favourable response from the North Lanark Planning Board. He is about to submit the plan to the Ministry of Housing. However, he wants the zoning of lands which he proposes to subdivide to be changed from RU-Rural to RI-Residential to permit development.

The evidence indicated that the Township require submission of the proposed draft plan for its scrutiny before considering such an amendment. In any event Council cannot pass this amendment until an Official

R 791141

plan amendment has been approved by the Minister.
The Board will therefore, approve the establishing by-law as it applies to the Ironside lands. This will not preclude an application for a zoning by-law amendment by Mr. Ironside after the Official Plan amendment has been approved.

4. Kenneth Musclove is a representative of the Mississippi Valley Conservation Authority. The Authority is concerned that there are sections of the banks of the Mississippi River south of the Village of Pakenham which are unstable. He was unable to identify the seriousness or extent of the problem, but felt that some restriction could possibly be included in the zoning by-law. He agreed that his concerns had been put to rest with regard to consents and subdivisions because of Official Plan policies. However, there did not appear to be anything to prevent a landowner from constructing a building up to within 66 feet of the river on properly zoned land.

Without more specific information, the Board can only urge council to seek further information from the Authority and the Ministry of Natural Resources in a form that is useful to the township planners. Once such information is available, it should be transmitted to the planners to be translated in some form of zoning controls.

In the interim it may be possible for council to caution people seeking building permits that serious problems might arise if buildings are constructed too close to the water's edge.

Approval of the by-law will not be withheld because of this concern.

5. Mr. Keith Miller who owns property in the east half of

R 791141

Lot 13, Concession 3, asked the Board if it were possible to exempt his lands from all of the provisions of the zoning by-law. He is opposed to any form of planning control in the Township, and believes that an owner should be able to use his land as he pleases.

In view of the legislation in place, and the thorough and workmanlike actions of the municipality, the Board was not persuaded by Mr. Miller's arguments that his lands should be left uncontrolled.

The Board will, therefore, approve the by-law as it applies to the Miller lands.

6. The Ministry of Housing submitted comments on the by-law to the Board in a letter dated December 3, 1979. Planning evidence and argument were heard on the matters contained in these comments with the Board reaching the following conclusions:

Comment A1

The Ministry's concerns over the zoning of hazard lands has been dealt with under item 4 above.

Comment A2

The municipality agreed that multiple family dwellings, boarding, lodging and rooming houses were not appropriate uses in a rural zone. The Board will therefore adjourn sine die the hearing of the by-law as it relates to residential uses permitted in an RU-Rural zone. This will allow the municipality to pass a by-law setting out specific residential uses in the RU zone. Such an amending by-law will require circulation in the normal way.

Comments A3, A4, A5, A6 and A7

The Board is satisfied from the planning evidence.

that the Official Plan policies are sufficiently broad to support the uses set out in Sections 6.1, 6.2, 7 and 8 of the by-law.

Comment A8

The municipality acknowledges that although the Agricultural Code of Practice will be brought to bear on matters dealing with consents and subdivisions through Official Plan policies, there is the possibility that a permit could be granted for the construction of a building closer to a specialized farm use than the code recommends where lots are zoned appropriately. The Board suggests that the municipality give further consideration to this matter in an effort to find some way of incorporating controls of this nature in the zoning by-law. Approval will not be withheld because of this concern.

Comment A9

The large RI zone in the southeast portion of the Village has been rezoned in accordance with the Official plan designation and is therefore approved.

Comment B1

Section 4.4 of the by-law includes provisions for development control which no longer apply. The Board will, therefore, not approve Section 4.4 of the By-law in its entirety.

Comment B2 and B3

With the consent of the municipality the Board will withhold approval of Section 4.12(c) and Section 4.21 to permit the municipality to pass an amending by-law to:

- add the words "or structure which is a permitted use", after the words "where a building..."

- in Section 4.12(c)
- correct the reference "5.4(c)" to "5.4(e)" in Section 4.21.

When the amending by-law is submitted to the Board, it will be approved without further notice or hearing.

Comments B4, B5 and B6

The Board agrees that the municipality should consider the following additions to the by-law:

- a definition of the word "frontage"
- minimum lot area and frontage of a lot in rural zone
- converting to metric units as soon as possible.

Approval of the by-law will not be withheld because of these concerns.

With the exception of the matters which the Board has adjourned sine die, withheld its approval, and has not approved, as noted above, By-law 78-9 will be approved.

DATED at Toronto this 24th day of January, 1980.

DECISION OF THE BOARD OF THE CITY OF PETERBOROUGH

P.G. WILKES
MEMBER



8433
R 791141

Ontario Municipal Board

IN THE MATTER OF Section 35 of
The Planning Act (R.S.O. 1970,
c. 349)

- and -

IN THE MATTER OF an application
by The Corporation of the Town-
ship of Pakenham for approval
of its Restricted Area By-law
78-9

C O U N S E L :

Arthur A. McLean - for The Corporation of the
Township of Pakenham
Alan D. Sheffield - for Mount Pakenham Limited
and William Gallagher
William H. White, Q.C. - for The

AMENDING DECISION OF THE BOARD delivered by P.G. WILKES

The decision of the Board dated January 24, 1980, in
the above-noted matter is hereby amended by deleting the
word "frontage" in the third line on page 8, under the
heading "Comments B4, B5 and B6" and substituting therefore
the word "flankage" so that the sentence following the
heading "Comments B4, B5 and B6" shall now read:

" The Board agrees that the municipality
should consider the following additions to
the by-law:

- a definition of the word "flankage"
- minimum lot area and frontage of a lot
in rural zone
- converting to metric units as soon as
possible. "

DATED at TORONTO, this 12th day of March, 1980.

P.G. WILKES
MEMBER



News Release

For immediate release

Share the Road Cycling Coalition Announces Ten Bicycle Friendly Community Designations

Kingston Receives Silver and Nine Ontario Communities Renew Designations

TORONTO – December 14, 2021 - For the fall 2021 round of the Bicycle Friendly Communities (BFC) award program, Share the Road Cycling Coalition (STR) is pleased to announce that all ten municipal applicants have received awards. Nine communities across Ontario have renewed at Bronze (Brampton, Caledon, Greater Sudbury, Ingersoll, Mississippi Mills and Thorold), Silver (Ajax, Hamilton) and Gold (Ottawa).

The [Bicycle Friendly Communities](#) (BFC) program, an initiative of the Washington-based [League of American Bicyclists](#), was launched in Canada by STR in 2010. The organization, Ontario's leading cycling advocacy and policy organization, worked to develop BFC designations for the province of Québec with our colleagues at the Montreal-based cycling policy and advocacy organization Vélo Québec, which administers the program under the name [VÉLOSYPATHIQUE](#).

At the heart of the BFC program is a rigorous application process through which a community's cycling progress and investments are measured. The applications are reviewed by a panel of experts and with the input of citizens. Recognition is awarded and in-depth guidance provided. The award categories are Bronze, Silver, Gold, Platinum and Diamond. Ontario currently has no Platinum or Diamond communities, and 3 [Gold](#) Bicycle Friendly communities (Ottawa, Toronto, and Waterloo). Communities must re-apply at least every 4 years to hold a designation.

Ed McMahon, Board Chair applauded the award-winning municipalities for their ongoing progress and commitment: "The progress of Ontario's Bicycle Friendly Communities is evidenced by the awards we are launching today. Whether by way of a renewal or a reward of advancement as with the City of Kingston, these awards signify the vital role that cycling plays in the day to day lives of Ontarians and the way in which their communities have recognized both this growing imperative – and the opportunities inherent in creating bikeable cities. We are thrilled to see this ongoing progress – and salute these municipalities for their progress and for intentionally continuing to invest in lifesaving infrastructure and initiatives."

All BFCs in this round have devoted resources to support and leverage increases in cycling over the course of the pandemic. For instance, Gold-designated Ottawa expanded car-free Sundays in parkways to the entire weekend from May to October this year. Silver-designated Hamilton developed a "Mountain Climber" program and Adaptive Bike Share to increase accessibility of cycling and strengthen integrations with transit. Bronze-designated Brampton implemented "Streets for People," interim separated bike lanes, and developed its first Active Transportation Master Plan.



The City of Kingston advanced from a Bronze to Silver BFC status, with innovations across the four “Es”: Engineering, Education, Encouragement, and Evaluation & Planning. Since their previous application in 2016, Kingston has developed a robust policy framework for safe cycling and cycle projects that cater to a range of age-groups and abilities. Key examples include traffic-calmed or car-free neighbourhoods and school zones (i.e., Quiet Streets and School Streets), as well as the installation of bollards on buffered bike lanes.

“Through policy, design, staffing, and programming, Kingston is showing its commitment to building a community for active transportation, where the road is shared between cyclists and drivers,” said Dr. Subha Ramanathan, Manager of Partnerships & Programs at STR. “It is also wonderful to see partnerships and collaboration at the heart of Kingston, with a range of community partners providing ongoing opportunities for recreational and competitive cycling.”

The Canadian Automobile Association of South Central Ontario (CAA SCO) has been a partner in Share the Road’s BFC program since it launched in 2010. CAA SCO generously covers application fees for municipalities, and raises the profile and outreach of BFC through its Member magazine and cross-Canada social media channels.

“Cycling safety is a key priority for CAA SCO. The BFC awards program provides a structured approach for communities to make cycling a safer, more accessible mode of transportation and physical activity, and receive recognition for their efforts,” said Michael Stewart, community relations consultant, government and community relations CAA South Central Ontario.

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About the Share the Road Cycling Coalition

Share the Road is an Ontario-based not-for-profit organization working to make communities across Canada more bicycle friendly for people of all ages and abilities. We work in partnership with municipal, provincial, and federal governments; the business community; road safety organizations; and other not-for-profits to enhance access for bicyclists on roads and trails; improve safety for all bicyclists; and provide education about the value and importance of safe cycling for healthy lifestyles and healthy communities.

About CAA South Central Ontario

As a leader and advocate for road safety and mobility, CAA South Central Ontario is a not-for-profit auto club which represents the interests of over 2 million Members. For over a century, CAA has collaborated with communities, police services and governments to help keep drivers and their families safe while travelling on our roads.

For further comment, or to book an interview please contact:

Dr. Subha Ramanathan
Bicycle Friendly Communities Manager
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CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

BY-LAW 22-002

BEING a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022.

WHEREAS Section 407 (1) of the Municipal Act 2001 (S.O. 2001, c. 25) as amended, provides authority for a municipality to authorize temporary borrowing until the taxes are collected and other revenues are received, of the amount council considers necessary to meet the current expenditures of the municipality for the year;

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal Board, is limited by section 407 of the Municipal Act;

NOW THEREFORE the Council of the Corporation of the Municipality of Mississippi Mills enacts as follows:

1. The head of council and the treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2022 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407 (1) of the Municipal Act.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by resolution of council.
3. The total amount which may be borrowed at any time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 percent of the total, and from October 1st to December 31st of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or \$2,500,000.00, whichever is less.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the municipal Act that have not been repaid.
5. a) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.

b) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.

6. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.
7. The treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the monies herein collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
8. Promissory Notes or banker's acceptances made under section 1 shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.
9. This by-law shall take effect on the day it is passed.

BY-LAW READ, passed, signed and sealed in open Council this 25th day of January, 2021.

Christa Lowry, Mayor

Jeanne Harfield, Clerk