

**Good Evening Fellow Citizens**

**This ridiculous, and no doubt, illegal agreement was obviously created by Nelson Aggregates and just could not possibly have been researched and questioned by staff or council!**

**In 2.2, of this agreement, it states that the township shall contribute to a trust account the levy of 11.5 cents per tonne of gravel to repair and maintain the haul route. (The levy is the dollar amount received under TOARC by the township as its SHARE per tonne of gravel.) Why would our township use OUR levy dollars to pay for the Nelson haul route?**

**According to the MNRF, Mr. A. MacKinnon, stated there is no legislation or Act regarding how this levy is used by recipients. It is expected that these dollars are deposited into general revenue.**

**Deputy Mayor Doug Little stated in the November, 2017 council meeting, “there would be no cost to the community for work on Sideroad 5”. Then let us wake up and rewrite this agreement ensuring that the user, Nelson Aggregates pays, and Little can keep his promise.**

**As well, Mayor Small Brett stated during her live interview with Dale Goldhawk on Zoomer Radio, “Adjala/Tosorontio would make \$250,000 from this pit operation. (I am sure regrets all around)**

**Our council almost approved a walking trail suggested by Nelson at the northern end of the pit property. Just imagine, picnic in hand, walking with your family along a noisy, dusty spewing gravel pit (many citizens objected, so instead, Nelson offered \$100,000 IN KIND to be used for our municipality. IN KIND does not mean that dollars will be provided but “goods, services and transactions not involving money”. In other words, some gravel, a man and a truck = real value about \$3,000.**

**As well, accepting the land at the top of the north of the pit around the Boyne River, as a gift from Nelson, would mean that legally our township would be responsible for ‘water’ breaks in the Boyne River, floods on County Road 13 and damage to private and commercial land nearby. The costs could be exorbitant. DO NOT TAKE OWNERSHIP OF THIS PROPERTY.**

**Finally, and most importantly, there is NO financial performance guarantee “to ensure the operation and subsequent operators’ compliance”. On page 9 of the OMB report, the judge/lawyer emphasized IN BOLD the importance of this guarantee either in trust or as a bond for protection to our community. Estimates from Gravel Watch Ontario and other gravel pit agreements would structure this amount at**

**\$20,000,000. There is nothing in this present agreement to create a trust or bond for protection of our wells, waterways, aquifers, groundwater, flooding, insurance issues, environmental damage, roads, etc..**

**It is the duty of municipal councilors under the Ontario Municipal Act to “represent the public and to consider the well-being and interests of the community, to maintain the financial integrity of the municipality and to ensure accountability and transparency”.**

**Our community deserves better.**

**Power unchallenged become power abused.**

**Trust is all that matters.**

**Janet**