



Tuesday, May 3, 2016

3:00 p.m.

Council Chambers

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Pages

1. Call to Order
2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act
3. Motion to Convene into Closed Session
  - a. Labour relations or employee negotiations; CAO Clerk
  - b. Disposition of Property Ann Street Lots
4. Motion to Convene into Open Session
5. Minutes of Previous Meeting
  - a. Regular Council Minutes of April 29, 2016 1
6. Additional Items Disclosed as Other Business
7. Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business
8. Public Meeting 5 p.m.
  - a. ZBA-2016-01-Marquardt-East Part of Con D Lot 82, Town of Harriston 12
9. Delegations
  - a. Doug Anderson, Community Volunteer for 60 years
  - b. Ross Wilkie, International Plowing Match Sponsorship

**10. Public Question Period**

**11. Correspondence Received for Information or Requiring Direction of Council**

a.	Minister of Labour, Bill 163, the Supporting Ontario's First Responders Act, 2016	30
b.	M.P. John Nater, Letter to Minister MacAulay, PCFA Forum Spring 2016	33
c.	Federation of Canadian Municipalities, Public Hearing on the CRTC's Review of Basic Telecommunications Services	35
d.	Municipality of Dutton Dunwich, Resolution Request Changes to IESO Process	39
e.	Township of Warwick, Physician Recruitment Resolution (This resolution has been received three times and responded to twice by the Town of Minto)	40
f.	Township of North Stormont, Resolution re: Ontario Energy Board Generic Proceeding EB 2016-004	41
g.	AMO, Government Introduces Bill 186 to Implement the Proposed Ontario Retirement Pension Plan Act (ORPP)	45
h.	Township of South Frontenac, No Wake Resolution	46
i.	Ministry of Municipal Affairs and Housing, Proclamation of the Infrastructure for Jobs and Prosperity Act, 2015	47
j.	Township of Southgate, Resolution for Bill 158, Saving the Girl Next Door Act.	51
k.	City of Welland, Resolution supporting the development of Provincial Legislation for Private Supportive Living Accommodations	55
l.	Town of Amherstburg, Motion to adopt the City of Windsor's resolution regarding proposed upgrades to the Marathon Petroleum Facility	56

**12. Reports of Committees and Town Staff, Matters Tabled and Motions for Which Notice Has Been Previously Given**

a.	Committee Minutes for Receipt	
1.	Jamesway Manor Board Minutes of March 10, 2016	58
b.	Committee Minutes for Approval	
1.	Parks and Recreation Advisory Committee Minutes of April 4, 2016	60
2.	Minto Trails Committee Meeting Minutes of March 30, 2016	63
3.	Economic Development and Planning Committee Minutes of April	64

14, 2016

4.	Cultural Roundtable Committee Minutes of April 25, 2016	67
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c. Staff Reports

1.	Recreation Services Manager, Year in Review	74
2.	Facilities Manager, North Gabel Modifications	94
3.	By-law Enforcement Officer, Updated Dog By-law	96
4.	Chief Building Official, Palmerston Sewage Allocation Report	98
5.	C.A.O. Clerk, Access Request, Jeff Metzger, Lot 77, Jane Street Palmerston	100
6.	Treasurer, Connecting Link Fund – Contribution Agreement	103
7.	Treasurer, Approval of Accounts April 29, 2016	105
8.	Road Foreman, Wellington County Local Roads Maintenance Agreement	107
9.	Roads Foreman, Municipal Drain #39 Improvement	109
10.	Road Foreman, Request for Quotation for Trucks	113
11.	Director of Public Works and Road Foreman, Asphalt Tender Results	115

d. Other Business Disclosed as Additional Item

**13. Motion to Return To Regular Council**

**14. Notices of Motion**

**15. Resolution Adopting Proceedings of Committee of the Whole**

**16. By-laws**

a.	2016-29, to authorize the Mayor and CAO Clerk to execute a Road Maintenance Agreement with the County of Wellington	116
b.	2016-30, to authorize the Mayor and CAO Clerk to execute a Connecting Links Program Contribution Agreement with The Minister of Transportation	126
c.	2016-31, to Regulate and License the Keeping of Dogs and Dog Kennels in the Town of Minto	171

d.	2016-32, Bylaw to amend Fees and Charges By-law, Schedule G Dog Licensing Charges and Fees	187
e.	2016-33, amend Zoning By-law 01-86, Marquardt, Est Part of Con D Lot 82, Harriston	189
f.	2016-34, Confirm the Proceeding of the May 3 2016 Committee/Council meeting	191

## **17. Adjournment**



**Council Minutes**  
**Tuesday, April 19, 2016 6:30 p.m.**  
**Council Chambers**

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**Council Present:**

Mayor George A. Bridge  
Deputy Mayor Ron Faulkner  
Councillor Mary-Lou Colwell  
Councillor Dave Turton  
Councillor Judy Dirksen  
Councillor Jean Anderson  
Councillor Ron Elliott

**Staff Present:**

Gordon Duff, Deputy C.A.O. Clerk, Treasurer  
Annileene McRobb, Deputy Clerk, Recording Secretary  
Terry Kuipers, Chief Building Official  
Stacey Pennington, Building Assistant  
Mike McIsaac, Roads Foreman

1. **Call to Order**      6:30 p.m.
2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act - None.**
3. **Motion to Convene into Closed Session**

**RESOLUTION: 2016-67**

**Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner**

**THAT The Council of the Town of Minto conduct a meeting Closed to the Public to discuss the following:**

**Labour relations or employee negotiations; C.A.O. Clerk and a proposed or pending disposition of land; Ann Street, Clifford.**

**Carried**

4. **Motion to Convene into Open Session**

**RESOLUTION: 2016-68**

**Moved By: Councillor Anderson; Seconded By: Councillor Colwell**

**THAT The Council of the Town of Minto resume into open Council.**

**Carried**

**5. Minutes of Previous Meeting**

- a. Regular Council Minutes of March 29, 2016

**RESOLUTION: 2016-69**

**Moved By: Councillor Elliott; Seconded By: Councillor Turton**

**THAT the minutes of the March 29, 2016 Council Meeting be approved.**

**Carried**

**6. Additional Items Disclosed as Other Business**

**7. Motion to Convene into Committee of Adjustment**

**RESOLUTION: 2016-70**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Anderson**

**THAT The Town of Minto Council convenes into Committee of Adjustment.**

**Carried**

- a. Minor Variance: Beyer Part Lot 6, Concession 13, RP 60R2894 Part 4, 9591 O'Dwyers Road

See Schedule "A" for minutes.

**8. Resolution Moving Committee of Adjustment into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business**

**RESOLUTION: 2016-71**

**Moved By: Councillor Colwell; Seconded By: Councillor Elliott**

**THAT The Town of Minto Committee of Adjustment convenes into Committee of the Whole.**

**Carried**

**9. Public Meeting**

- a. ZBA-2016-03-Small, 5509 Highway 9, Minto

Chair Bridge called the meeting to order at 7:17 p.m. and request members of the public to please sign the attendance record, and stated if a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Minto before the By-law is passed, the person or public body is not entitled to appeal the decision of the Town of Minto to the Ontario Municipal Board and the person or public body may not be added as a party to the hearing of the appeal before the Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Deputy C.A.O. Clerk Duff stated the property subject to the proposed amendment is located on Part Lot 68, Concession D, RP 61R-6644; Part 2, municipally known as 5509 Highway 9. The proposed amendment would change the site specific zoning (RIN-58) on the subject land. The site specific zoning permits cabinet manufacturing and assembly operation including associated uses. The applicants are proposing to use the existing structures on the property for a yarn mill, processing of raw fibre, and the fabrication of yarn products. This amendment is required to permit the new use. Notices were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies and posted on the subject property on March 30<sup>th</sup> 2016.

Comments were received from Town of Minto Staff, Mark Van Patter Manager of Planning, County of Wellington and Michael Oberle, Environmental Planning Technician, Saugeen Conservation

Chair Bridge called on the applicant or his agent to provide comments the applicant was in attendance but did not provide comments.

Manager of Planning Van Patter noted that he was presenting Council with two options for By-laws to consider, option 1 was restrictive to the proposed yarn mill, while the second option provided for a broader use.

Chair Bridge called on anyone who wished to comment in favour or opposition of the proposed Amendment, no one came forward.

Chair Bridge stated that if you wish to be notified of the decision of the Council of the Town of Minto in respect to the proposed Zoning By-law Amendment application, you must make a written request to the Clerk of the Town of Minto at 5941 Highway 89, Harriston, NOG 1Z0 or by email at Bwhite@town.minto.on.ca.

With no further comments, Chair Bridge adjourned this Public Meeting at 7:26 p.m.

## **10. Delegations**

### **a. Robin Ross, North Wellington French Immersion**

Robin Ross stated that she is a member of concerned parents on the UGDSB and changes to be made to the French Immersion program. They are looking for effective solutions instead of proposed cuts. They have already approached the Council of The Township of Wellington North and the County of Wellington. Upper Grand District School Board Trustee Bruce Schieck was in attendance.

### **MOTION: COW 2016-90**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Dirksen**

**WHEREAS the Upper Grand District School Board is mandated to provide equitable education to all students:**

**AND WHEREAS limited entry and reduction of hours of instruction in the French Immersion program is being considered by the UGDSB;**

**AND WHEREAS limiting educational opportunities within our municipality will have a negative impact in recruiting residents and economic growth; Therefore be it resolved**

that the Town of Minto offers their support to UGDSB to explore solutions other than capping and reducing the French Immersion program;  
AND FURTHER that the Town of Minto work with the County of Wellington to assist in coordinating the recruitment of educational professionals to the area.

Carried

b. Ken Mohle, Youth Unlimited of Minto

Ken Mohle and Kevin McKee presented to Council and requested financial support from the Council in the amount of \$1,000 to the general running of the program and an additional \$1,000 towards fire upgrades to bring the Deck to the standards of *Fire Prevention and Safety and Plan to Protect*

**MOTION: COW 2016-91**

**Moved By: Councillor Colwell; Seconded By: Councillor Turton**

**THAT the Council provide a donation to the Youth Unlimited of Minto in the amount of \$2,000.**

Carried

**11. Public Question Period – None**

**12. Correspondence Received for Information or Requiring Direction of Council**

- a. Town of Lakeshore, Resolution regarding Ontario Municipal Board Simplified Process
- b. Hon Steven Del Duca, Minister of Transportation, Funding under the Connecting Links Program
- c. Ministry of Agriculture, Food and Rural Affairs, 2016/2017 Tile Loan Program
- d. Town of Tillsonburg, Resolution supporting Oxford County's Sustainability Plan
- e. Township of Tay, Escalating Municipal Insurance Premiums and Liability Claims
- f. Town of Aurora, Municipal Summit on OMB Reform
- g. Minister Responsible for Seniors Affairs, Nominations for the Senior Achievement Award
- h. Minister Responsible for Seniors Affairs, Seniors Month in Ontario
- i. Association of Municipalities of Ontario, Bill 151 Waste-Free Ontario now sent to Standing Committee

**MOTION: COW 2016-92**

**Moved By: Councillor Elliott; Seconded By: Councillor Turton**

**THAT Council receives the correspondence as information.**

Carried

**13. Reports of Committees and Town Staff, Matters Tabled and Motions for Which Notice Has Been Previously Given**

- a. Committee Minutes for Receipt
1. Saugeen Valley Conservation Authority Minutes of February 25, 2016

**MOTION: COW 2016-93**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Elliott**

**THAT the Town of Minto receives the Saugeen Valley Conservation Authority Minutes of February 25, 2016 for information.**

**Carried**

- b. Committee Minutes For Approval - None
- c. Staff Reports
- 1. Chief Building Official, March Building Statistics

**MOTION: COW 2016-94**

**Moved By: Councillor Colwell; Seconded By: Councillor Anderson**

**THAT Council receives the Chief Building Officials March Building Permit summary for information.**

**Carried**

- 2. Chief Building Official, Municipal Parking Lots - Palmerston  
Chief Building Official Kuipers noted that two of the four municipal owned lots are full and that fourteen parking spaces in the “Jay’s Variety” parking lot will provide spots that may be required in the foreseeable future. Council requested information be provided to those renting the parking spots what the snow removal policy is for these municipal parking spots.

**MOTION: 2016-95**

**Moved By: Councillor Turton; Seconded By: Councillor Anderson**

**THAT Council accepts the Chief Building Official Municipal Parking Lots - Palmerston report and directs staff to line and sign the parking lot as outlined and assigns these spaces as paid parking spaces.**

**Carried**

- 3. Deputy Clerk, 2016 Earth Day Clean-up Donation

**MOTION: COW 2016-96**

**Moved By: Councillor Dirksen; Seconded By: Councillor Turton**

**THAT Council receives the report dated April 14, 2015 from the Deputy Clerk regarding the 2016 Earth Day Clean-up Donation and approve the donation of BBQ supplies and tipping fees to the Community Environmental Leadership Program up to \$100.**

**Carried**

- 4. C.A.O. Clerk, Harriston Lawn Bowling Agreement

**MOTION: COW 2016-97**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Turton**

**That this item be deferred to the May 3, 2016 Council Meeting.**

**Carried**

- 5. C.A.O. Clerk. Agreement for Consulting Services Triton Engineering

**MOTION: COW 2016-98**

**Moved By: Councillor Elliott; Seconded By: Councillor Dirksen**

**THAT Council receives the report from the C.A.O. Clerk dated April 12, 2016 regarding Agreement for Consulting Services Triton Engineering and considers a by-law in open session authorizing the Mayor and Treasurer Deputy C.A.O to sign the agreement.**

**Carried**

Councillor Colwell assumed the Chair.

**6. Treasurer, Approval of Accounts March 30, and April 14, 2016**

**MOTION: COW 2016-99**

**Moved By: Councillor Elliott; Seconded By: Mayor Bridge**

**THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for March 30, 2016 as follows: Administration \$101,063.72, People and Property, \$527.76, Building \$ 940.74; Economic Development \$2,846.27, Incubator \$824.01, Tourism \$ 873.49; Fire \$8,244.54,; Roads \$34,186.11, Cemetery \$ 115,000.00 , Streetlights \$ 10,995.93 , Waste Water \$ 42,379.83, Water \$15,222.48, Recreation \$ 4,590.20, Clifford \$13,025.39, Harriston \$8,757.17, Palmerston \$ 8,785.15, Norgan \$ 2,911.16 and accounts by Department for April 14, 2016 as follows: Administration \$ 112,242.59, People & Property \$ 109,960.00, Economic Development \$ 12,775.12, Incubator \$ 952.50, Tourism \$ 22.54, Fire \$ 300,563.54, Roads \$ 164,389.07, Cemetery \$ 158.20, Streetlights \$ 9,872.88, Waste Water \$ 78,674.05, Water \$ 23,984.69, Recreation \$ 1,907.22, Clifford \$ 11,242.34, Harriston \$ 12,652.71, Palmerston \$ 27,132.16, Norgan \$ 7,336.57.**

**Carried**

**7. Treasurer, Water and Wastewater Rate Review**

Council requested that staff provide more public education in hopes of a better overall understanding of the water and wastewater rates.

**MOTION: COW 2016-100**

**Moved By: Councillor Turton; Seconded By: Councillor Dirksen**

**THAT Council receives the April 5, 2016 Treasurer's Report regarding Water and Wastewater Rate Review, and consider the adoption of the amendments to Schedule I of the Fees and Charges By-Law in open session.**

**Carried**

Councillor Turton assumed the Chair.

**8. Road Foreman, Request for Quotation for Sidewalks**

**MOTION: COW 2016-101**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Dirksen**

**THAT Council receives the report from the Public Works Director and Road Foreman dated April 13, 2016, regarding RFQ #2016-06 for Remove, Dispose, Replace Sidewalk**

and approves the awarding to Arbro Excavating 2001 Ltd. at the price of \$24.83 per linear foot plus HST.

Carried

9. Road Foreman, Stop Sign Queen Street and Walker

**MOTION: COW 2016-102**

**Moved By: Councillor Elliott; Seconded By: Councillor Anderson**

**That Council receives the Stop Sign Queen Street and Walker Road report from the Road Foreman and directs staff to look at ways to increase safety with the Town's Engineering consultant and identify technical issues and solutions in report, and that staff meet with area residents once report is ready to discuss solutions and make a recommendation to Council.**

Carried

At the request of the Chair Roads Foreman McIsaac provided an update on construction activities. Palmerston, James Street has started installing servicing which should be finished in the next four weeks, paving is scheduled mid-June. Clifford, Ann Street will start approximately mid-May between Allan and Queen Street and is slated to be completed mid-June. Harriston Elora Street North from Arthur to William temporary water lines are in place and completion date for this project is tentatively set for July 15<sup>th</sup>. Spring clean-up of the Towns began with Palmerston. Staff reseeds lawn areas damaged from snow removal, members of the public can contact the Town with concerns. Tree removal is primarily on a complaint basis. Trees are not cut for cosmetic reasons and be a hazard, cracked, dying or dead. Council requested staff bring a report on tree cutting policy at a future meeting.

Mayor Bridge returned to the Chair.

d. Other Business Disclosed as Additional Item

Deputy Mayor Faulkner announced that the OPP Musical Ride will perform at IPM 2016 September 20<sup>th</sup> and 21<sup>st</sup>. Faulkner thanked the Public for their well wishes following the passing of his sister, Collen Evans.

Councillor Turton reminded Council of the Maitland Valley Conservation Authority Fundraiser being held this Friday. The Green Legacy Tree Day is on April 30<sup>th</sup> from 8 – 10 a.m. at the Town of Minto Public Works Shop.

Councillor Colwell noted that the Minto Chamber of Commerce Community Achievement Awards evening is on April 27 at 6 pm at the Harriston Legion; Belinda Wick-Graham has tickets available for \$30 each.

Councillor Dirksen noted that the 15<sup>th</sup> Annual Radio-a-thon for North Wellington Health Care has been moved from fall to May 15<sup>th</sup>. The 16<sup>th</sup> Annual Palmerston Hospital Gala is in Palmerston May 28<sup>th</sup>. Last year over \$240,000 was raised and donated to an ultrasound.

Councillor Elliott noted that June 11<sup>th</sup> is the Splash Bash in Palmerston Lions Park. A free lunch is made available thanks to the generous sponsorship of Mayor Bridge. June 25<sup>th</sup> will be Party in the Park with three bands booked.

Mayor Bridge noted that the IPM Kick-off at the Drayton Theatre takes place on April 30<sup>th</sup>.

#### **14. Motion to Return To Regular Council**

**RESOLUTION: 2016-72**

**Moved By: Councillor Turton; Seconded By: Councillor Dirksen**

**THAT the Committee of the Whole convenes into Regular Council meeting.**

**Carried**

#### **15. Notices of Motion - None**

#### **16. Resolution Adopting Proceedings of Committee of the Whole**

**RESOLUTION: 2016-73**

**Moved By: Councillor Anderson; Seconded By: Councillor Colwell**

**THAT The Council of the Town of Minto ratifies the motions made in the Committee of the Whole.**

**Carried**

#### **17. By-laws**

- a. 2016-22, to authorize the Mayor and C.A.O. Clerk to execute an Agreement between the Township of Southgate, the Town of Minto and the Township of Wellington North with respect to "Butter Tart and Buggies"

**RESOLUTION: 2016-74**

**Moved By: Councillor Elliott; Seconded By: Councillor Turton**

**THAT By-law 2016-22, to authorize the Mayor and C.A.O. Clerk to execute an Agreement between the Township of Southgate, Town of Minto and the Township of Wellington North with respect to "Butter Tart and Buggies"; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

- b. 2016-23, To Amend the Fees and Charges By-law to apply metered rates for the use of Water and Sewer

**RESOLUTION: 2016-75**

**Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner**

**THAT By-law 2016-23; to amend the Fees and Charges By-law 2016-12 and to apply metered rates for the use of Water and Sewer; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

Carried

- c. 2016-24, to Authorize the Purchasing of Property from the Palmerston Trail Association Inc

**RESOLUTION 2016-76**

**Moved By: Councillor Colwell; Seconded By: Councillor Anderson**

**THAT By-law 2016-24; to Authorize the Purchasing of Property from the Palmerston Trail Association Inc; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

Carried

- d. 2016-25, to Authorize an agreement with the Public Guardian and Trustee, regarding the Town acquiring ownership of the Harriston Lawn Bowling lands at 43 Arthur Street West, Harriston

**RESOLUTION: 2016-77**

**Moved By: Councillor Turton; Seconded By: Councillor Elliott**

**THAT By-law 2016-25; to Authorize an agreement with the Public Guardian and Trustee, regarding the Town acquiring ownership of the Harriston Lawn Bowling lands at 43 Arthur Street West, Harriston; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

Tabled

- e. 2016-26, to authorize the Mayor and C.A.O. Clerk to execute a Consulting Engineering Services Agreement with Triton Engineering Services Ltd.

**RESOLUTION: 2016-78**

**Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Dirksen**

**THAT By-law 2016-26; to authorize the Mayor and C.A.O. Clerk to execute a Consulting Engineering Services Agreement between the Corporation of the Town of Minto Triton Engineering Services Ltd; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

Carried

- f. 2016-27, To amend Zoning By-law 01-86, Small 5509 Highway 9

**RESOLUTION: 2016-79**

**Moved By: Councillor Anderson; Seconded By: Councillor Colwell**

**THAT By-law 2016-27; to amend zoning for 5509 Highway 9 Minto ; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

Carried

- g. 2016-28, Confirm the Proceeding of the April 19, 2016 Committee/Council meeting

**RESOLUTION: 2016-80**

**Moved By: Councillor Elliott; Seconded By: Councillor Turton**

**THAT By-law 2016-28; to confirm actions of the Council of the Corporation of the Town of Minto; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

**18. Adjournment      9:13 p.m.**

**RESOLUTION: 2016-81**

**Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner**

**THAT The Council of the Town of Minto adjourn to meet again at the call of the Mayor.**

**Carried**

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Mayor George A. Bridge

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Deputy C.A.O. Gordon Duff

**Schedule "A"**  
**Minutes of the Committee of Adjustment Hearing**  
**Tuesday April 19, 2016 7:00 pm Council Chambers**

**Minor Variance: Beyer Part Lot 6, Concession 13, RP 60R2894 Part 4, 9591 O'Dwyers Road**

Chair Bridge called the Public Hearing to order at 7: 11 p.m. and stated any decision reached by this Committee today cannot be used to set a precedent. Each application considered is dealt with on its own merits and no two applications are exactly the same.

Secretary -Treasurer Duff stated the location of the subject property, and noted the purpose and effect is to permit an increase in the combined maximum floor area of accessory structures to 122.63 m2 (1320 sq. ft.) to allow the construction of a 111.48 m2 (1200 sq. ft.) accessory structure in addition to the existing 11.15 m2 (120 sq. ft.) accessory structure on the subject property, whereas Sections 6.1.4 b) of the Town of Minto's Comprehensive Zoning By-law 01-86, as amended, permits a maximum combined floor area for all accessory structures of 92.9 m2 (1000.0 sq. ft.) on the subject property. Notices were mailed to the property owners within 200 feet or 60 metres of the subject property as well as the applicable agencies April 5<sup>th</sup>, and posted on the subject property and circulated to staff on the same date. Comments were received from Town staff, Wellington County Senior Planner Linda Redmond and Saugeen Valley Conservation Authority Planning Technician Michael Oberle.

Chair Bridge called upon the applicant or agent no one came forward. Secretary –Treasurer Duff provided resolutions for the Committee to consider. Chair Bridge stated anyone wishing to receive a copy of the Notice of Decision to sign the Request for Notice of Decision prior to leaving the Council Chambers following the meeting.

**COA MOTION 2016-01**

**Moved By: Councillor Elliott; Seconded By: Deputy Mayor Faulkner**

**THAT the Town of Minto Committee of Adjustments approve the application by Clint Beyer for property at Part Lot 6, Concession 13, RP 60R2894, Part 4, municipally know as 9591 O'Dwyers Road, Town of Minto; to permit an increase in the combined maximum floor area of accessory structures to 122.63 m2 (1320 sq. ft.) to allow the construction of a 111.48m2 (1200 sq. ft.) accessory structure in addition to the existing 11.15m2 (120 sq. ft.) accessory structure on the subject property, whereas section 6.1.4 b) of the Town of Minto's Zoning Bylaw 01-86, as amended, permits a maximum combined floor area for all accessory structures of 92.9m2 (1000.0 sq. ft.) on the subject property.**

**Carried**

Chair Bridge adjourned the meeting at 7:16 p.m.

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**Mayor George A. Bridge**  
**(Chair)**

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**Deputy C.A.O. Clerk Gordon Duff**  
**(Secretary Treasurer)**



THE COUNCIL OF THE TOWN OF MINTO  
PUBLIC MEETING AGENDA  
ZBA-2016-03  
Applicant: Murray Marquardt  
TUESDAY May 3<sup>rd</sup>, 2016  
5:00pm in the Council Chambers

A Public Meeting to consider an amendment to the Town of Minto Zoning By-law No. 01-86 for property located on Part Lot 82, Concession D, Former Town of Harriston, Town of Minto

1. Mayor Bridge to act as the Chair of the Public Meeting
2. Chair Bridge to call the meeting to order and request any member of the public present to please sign the attendance record. Chair Bridge to state the following:

**If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Minto before the By-law is passed, the person or public body is not entitled to appeal the decision of the Town of Minto to the Ontario Municipal Board and the person or public body may not be added as a party to the hearing of the appeal before the Board unless, in the opinion of the Board, there are reasonable grounds to do so.**

3. C.A.O. Clerk White to state the municipal address and legal description of the property, the purpose and effect of the application and date notices we sent.

The property subject to the proposed amendment is located on Part Lot 82, Concession D, There is no civic address.

**The Purpose and Effect** of the proposed amendment is to amend the site specific zoning (M1-40(H)) on the subject land to temporarily allow monster truck ride business for a 3 year period. The use would be permitted under the terms of Section 39(1) of the Planning Act for temporary uses. The current zoning permits an agricultural use, excluding the keeping of livestock, a fur farm or dog kennels. Other zoning relief may be considered for the proposal where appropriate.

**The Notices** were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies and posted on the subject property on April 13<sup>th</sup> 2016. The following comments were received:

- a) Town of Minto staff
  - Building Assistant's report attached
- b) Linda Redmond, Senior Planner County of Wellington, report attached

Public Meeting Agenda  
To Consider an Amendment  
to the Town of Minto Zoning By-law No. 01-86 for property  
located at Part Lot 82, Concession D

Page 2

4. Chair Bridge to call on the applicant or his agent to provide comments regarding the proposed Amendment to the Comprehensive Zoning By-law No. 01-86.
5. Chair Bridge to call on anyone who wishes to comment in favour of the proposed Amendment.
6. Chair Bridge to call on anyone who wishes to comment in opposition of the proposed Amendment.
7. The applicant or his agent is given an opportunity for rebuttal.
8. Chair Bridge to give members of Council an opportunity to ask questions.
9. Chair Bridge to state IF YOU WISH TO BE NOTIFIED of the decision of the Council of the Town of Minto in respect to the proposed Zoning By-law Amendment application, you must make a written request to the Clerk of the Town of Minto at 5941 Highway 89, Harriston, NOG 1Z0 or by email at [Bwhite@town.minto.on.ca](mailto:Bwhite@town.minto.on.ca).
10. If there are no further comments, Chair Bridge will adjourn this Public Meeting.



## Town of Minto

**DATE:** April 27 2016  
**TO:** Mayor Bridge and Members of Council  
**FROM:** Stacey Pennington, Building Assistant  
**RE:** ZBA-2016-01-Marquardt-East Part of Con D Lot 82

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### **STRATEGIC PLAN**

Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial Policies.

### **BACKGROUND**

The subject lands for the proposed amendment is located on Part Lot 82, Concession D, Harriston. The property is approximately 1.8 ha (4.5 acres) in size and is currently vacant. The Official Plan Designation of the property is Industrial. The current zoning of the property is M1-40(H) - site specific Industrial with a holding provision. The lands are located within the town's urban boundaries but they are currently unserved.

In December, the applicant submitted a request for the Town Consider leasing the subject land to the applicant for monster truck rides. In a report to council dated December 12, 2015 C.A.O. Clerk, Bill White reviewed general requirements for a lease. Zoning of the lands had to be confirmed with the County.



The Marquardt landscape business is augmented by a chip stand, small dog park and seating areas geared to the travelling public. The monster truck was purchased and was in local Santa Claus Parades. These rides could enhance services available to visitors and could become a destination type feature. The use could be a reasonable interim use provided issues of noise, vibration, stormwater, floodway, and layout can be addressed. The rezoning amendment would permit a recreational monster truck track for a temporary 3 year period, with the option to renew after that time.

### **COMMENTS**

Staff in Clerks, Public Works, and Building reviewed the application, and the impact of the rezoning. The following information was provided.

The attached draft lease has been sent to the Marquardt's and they are in agreement with the terms:

- Up to five year lease subject to cancellation or relocation after two years should the Town have industrial purchasers
- Use not to create noise, odour or vibration likely to disturb people in the area.
- Lessee responsible for approvals needed to set up the use, such as improvements to the lands and removal of the same improvements if/when requested by the Town.

- Minimum \$5 million liability insurance with Town named as additional insured.
- Annual rent around \$200 per acre minimum consistent with an agricultural lease.

The draft lease agreement allows the Town to terminate the agreement immediately if the tenant “permits a breach of any of its covenants, representations, warranties or other obligations” under the agreement. The Town may want to add provisions to address traffic control, parking, site layout and fencing as may be required.

### **FINANCIAL CONSIDERATIONS**

In a five year lease, the Town could generate \$4000 to \$5000 revenue for the subject lands. Currently, the lands are not generating any revenue.

### **RECOMMENDATION**

THAT Council of the Town of Minto receives the Building Assistants report on the proposed rezoning for Part Lot 82, Concession D, and considers passing a by-law in open session.

### **ATTACHMENTS**

Planners Comments, Linda Redmond, Senior Planner, County of Wellington, April 27, 2016  
Marquardt Monster Truck Lease, Bill White, CAO/Clerk, December 12, 2015

Stacey Pennington,  
Building Assistant





## **PLANNING REPORT for the TOWN OF MINTO**

Prepared by the County of Wellington Planning and Development Department

**DATE:** April 27, 2016  
**TO:** Bill White, C.A.O.  
Town of Minto  
**FROM:** Linda Redmond, Senior Planner  
County of Wellington  
**SUBJECT:** **Marquardt**  
**John Street**  
**Zoning By-law Amendment**

### **PLANNING OPINION**

The amendment would permit a monster truck track for recreational purposes on the subject lands for a 3 year period. Access and services to the site would be obtained through the adjacent property. The applicants have entered into an agreement with the Township which outlines the parameters in which the monster truck track can operate. The use would be permitted for a temporary period only and will be required to obtain a renewal after 3 years. This type of zoning provides an opportunity to put this vacant land into active use until such time that services are available and development does occur. By allowing this use for a temporary period it will provide staff and Council time to assess the use and its compatibility with surrounding uses.

### **LOCATION**

The property subject to the proposed amendment is located on Part Lot 82, Concession D, Harriston. The property is approximately 1.8 ha (4.5 acres) in size and is currently vacant.

### **PURPOSE**

The proposed amendment will modify the site specific zoning (M1-40(H)) on the subject land to temporarily allow a monster truck ride business for a 3 year period. The current zoning permits an agricultural use, excluding the keeping of livestock, a fur farm or dog kennels.



## **COUNTY OFFICIAL PLAN**

The subject property is designated INDUSTRIAL and is located within the Harriston Urban Centre.

Section 13.4 of the County plan establishes that Council may pass by-laws to authorize a temporary use and states that “a temporary use by-law may be passed to allow the temporary use of land for a purpose that is otherwise prohibited by the Official Plan and may not exceed three years. Council shall have regard for such matters as the duration, compatibility, access and parking.

## **DRAFT ZONING BY-LAW**

The subject lands are currently zoned site specific Industrial with a holding provision (M1-40(H)). The holding provision is in place to ensure that municipal services, storm water management and archeological and noise assessments are done prior to permanent development. The site specific also outlines the uses that are permitted until such time the hold provision is lifted. The draft by-law will include the proposed use on the site for a temporary period of 3 years.

## **PLANNING DISCUSSION**

The proposed use is related to the adjacent property located on Highway 9, and which is owned and operated by the applicants. Access and services to the site would be obtained through this adjacent property. The applicants have entered into an agreement with the Township which outlines the parameters in which the monster truck track can operate. The agreement and report is attached as background. The use would be permitted for a temporary period only and will be required to obtain a renewal after 3 years. This type of zoning provides an opportunity to put the land into active use until such time that services are available and development does occur. By allowing this use for a temporary period of time it will provide staff and Council time to assess the use and its compatibility.

## **Site Plan**

The Town may wish to consider entering into site plan control as part of the agreement.

Respectfully submitted

County of Wellington Planning and Development Department



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Linda Redmond  
Senior Planner



## TOWN OF MINTO

**DATE:** December 12, 2015  
**REPORT TO:** Mayor and Council  
**FROM:** Bill White, CAO/Clerk  
**SUBJECT:** Marquardt Monster Truck Lease

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### **STRATEGIC PLAN:**

- 4.3 Ensure there is sufficient serviced/serviceable land for a variety of uses in Minto's three urban areas, and maintain a supply of municipally owned serviced industrial land for sale to business in accordance with Town policies.
- 8.1 Regularly communicate tourism and marketing strategies including successful tactics, timing and performance measures. Promote Minto through testimonials from current successful tourism businesses.

### **BACKGROUND**

Murray Marquardt submitted the attached request that the Town consider leasing about 4 acres of land adjacent to his property for a monster truck ride. As illustrated in the drawing there are at least eight lots slightly over one acre in size that might be developed in this part of the industrial park. He proposes to lease what would be lots 5, 6, 7 and 8.

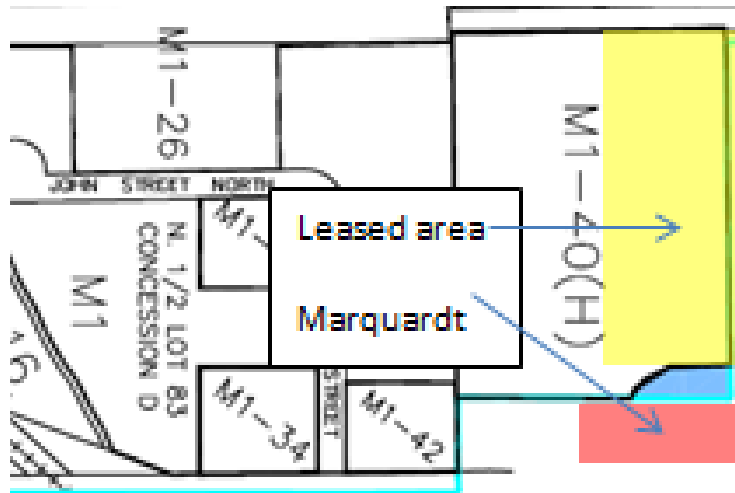


The lands in question are currently subject to a Class Environmental Assessment that was started in 2014 and is currently tabled pending further servicing information.

The lands are zoned in a holding M1-40 zone as a floodway zone. The floodway extends right in behind the Marquardt lands. The light industrial zone would not permit a recreational truck track, but does allow accessory and recreational uses. There could be a case made that so long as the use is tied in with Marquardt's existing business and is subordinate and incidental to that main use that the zoning may permit the use.

The holding provisions on the zone can be removed when municipal services are available, stormwater management is provided, archeological assessment is completed and the use is compatible with residential dwellings to the east in terms of potential sound and vibration

impacts. The archeological assessment is complete. The other issues could be addressed in a temporary use zoning amendment. This allows the use for up to five years under certain conditions, but would not allow the use to continue permanently. Staff recommends the County provide an opinion in this regard.



#### **COMMENTS:**

The attached draft lease has been sent to the Marquardt's and they are in agreement with the terms:

- Up to five year lease subject to cancellation or relocation after two years should the Town have industrial purchasers
- Use not to create noise, odour or vibration likely to disturb people in the area.
- Lessee responsible for approvals needed to set up the use (including rezoning if necessary), improvements to the lands and to remove same improvements if/when requested by the Town.
- Minimum \$5 million liability insurance with Town named as additional insured.
- Annual rent around \$200 per acre minimum consistent with an agricultural lease.
- Site plan needed to address traffic circulation, parking, public areas, track layout etc.

The Marquardt landscape business is augmented by a chip stand, small dog park and seating areas geared to the travelling public. The monster truck was purchased and was in local Santa Claus Parades. These rides could enhance services available to visitors and could become a destination type feature. The use could be a reasonable interim use provided issues of noise, stormwater, floodway, layout and zoning can be addressed.

#### **FINANCIAL CONSIDERATIONS:**

In a five year lease the Town could generate in the range of \$4,000 to \$5,000 revenue from the lands. The lands are currently not generating revenue as they await redevelopment.

#### **RECOMMENDATION:**

That Council receives the CAO Clerk's report dated December 11, 2015 regarding the Marquardt Monster Truck Lease and that a by-law authorizing signing of the lease be considered when the Marquardts sign the lease and zoning is confirmed.

Bill White, C.A.O. Clerk

896459 Ontario Limited  
O/A Marquardt Excavating AND/OR Stones 'n More Landscape Products  
5973 Hwy 9, RR#4  
Harriston, Ontario  
N0G 1Z0

October 20, 2015

Town of Minto – Council Members

The proposal we bring to you today would be for The Town of Minto to allow us to Lease a section of Vacant Land (see attached map) which is located behind our Greenhouse / Shop located at 5973 Hwy 9.

In 2009 myself and my wife created our business Stones 'n More in Moorefield. In order to help the business grow we relocated on July 26, 2010 to Harriston and have been welcomed with open arms. We started out hiring two employees but, we now currently employ 12 full-time seasonal employees. We have grown so much throughout the years and would only like to develop more.

The proposal we bring to you today would not only allow our company to flourish but, would also benefit the Town of Minto. It would benefit the Town of Minto by bringing a growing crowd of people into the community. Having this growing crowd would increase revenues to surrounding businesses such as Harriston Home Hardware, Acheson's Pharmacy, L&M Market, Harriston Packers and etc. We also, believe our proposal will attract many people to the Fall Fairs being held in the Town of Minto, both in Harriston and Palmerston.

Our Company has spoken with our Insurance Agent Jeremy Brown from Brown's Insurance Brokers Ltd. and have requested a Policy to cover the exposure of our business on your land.

Our proposal would be to Lease the vacant land which is behind our business (photo attached). We would use this land to create a Track for a Ride on Monster Truck whose engine has been cut back and will not exceed 15 km/h. Safety is our main concern for all participants therefore, our Ride on Truck will come equipped with seat belts for each individual. Another safety feature that has been added is a Radio Control called an RAI which will immediately cut power to the engine of the Truck shutting it down. The RAI will be in the hands of an employee who will be following along in a golf cart behind the truck to keep constant visual.

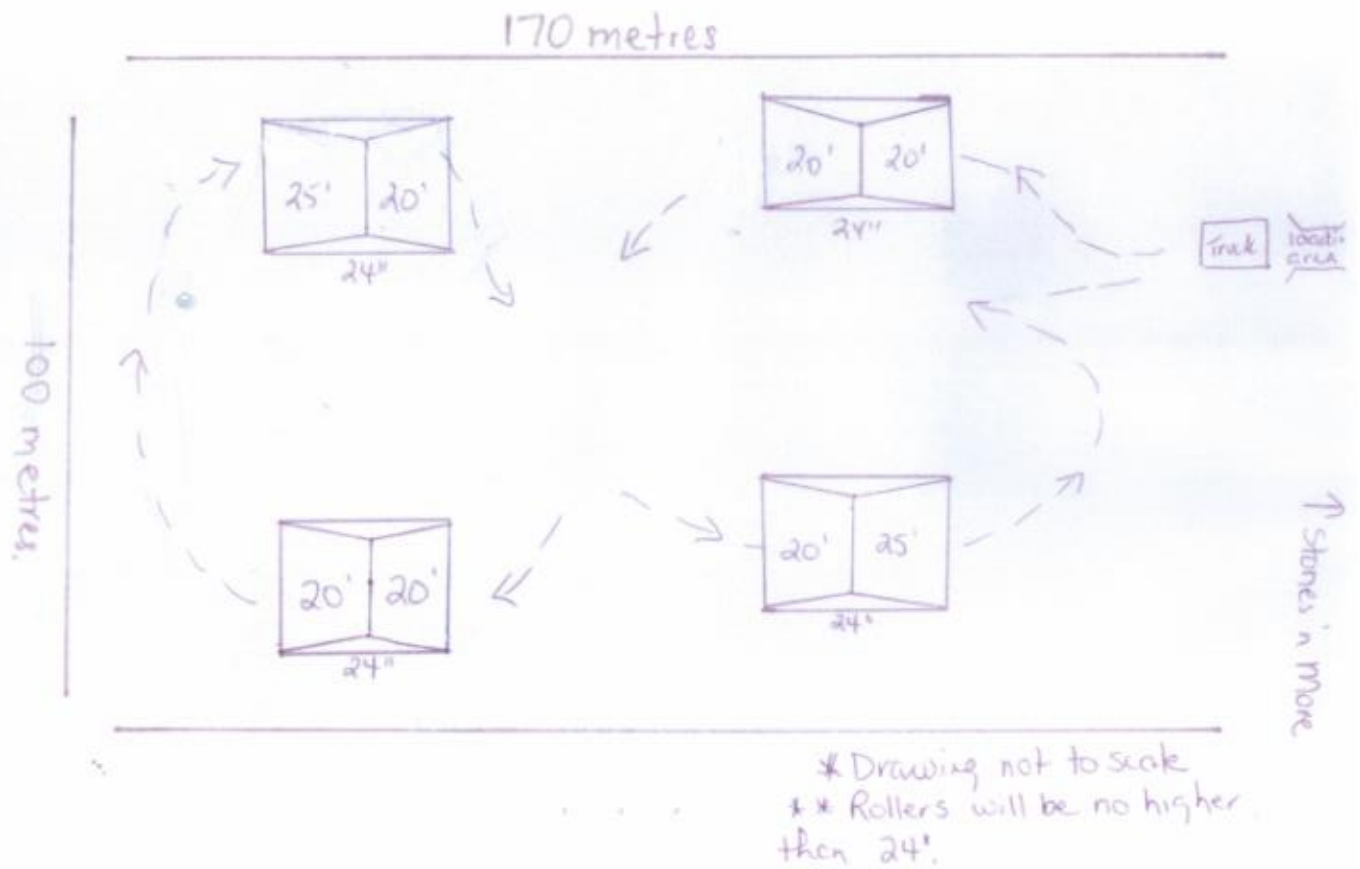
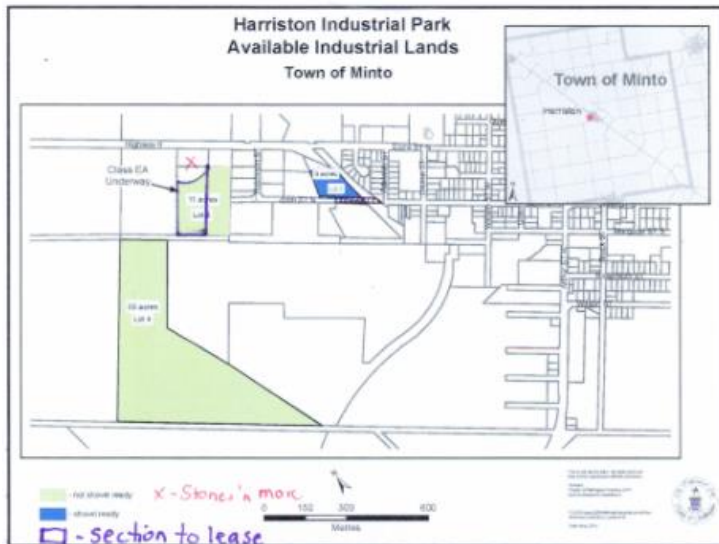
The track that we propose to you today will be a basic track with a few soft rollers placed strategically in order for everyone to have an exciting safe ride. I have included the drawing to show you the measurements of each roller and give you a good visual of what to expect. I have also, included a picture of the Ride Truck we are looking to purchase should you agree to allow us to go forward with this.

In conclusion, this new and exciting venture that we hope to bring to the town of Harriston would add to our Community. Making it a destination where tourists will want to stop, shop and visit. We hope that all of your questions have been answered if not please feel to contact me at 519-654-2695.

Sincerely,



Murray Marquardt  
President  
Enc. – 3





## Lease Agreement

THIS AGREEMENT made as of the 1<sup>st</sup> day of January 2015

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO  
(the "Owner")

-and-

[MARQUARDT, MURRAY RICHARD  
MARQUARDT, JODINE LYNNE]  
(the "Tenant")

**WHEREAS** the Town owns lands in the Harriston Industrial Park legally described as Concession D East Part Lot 82 which is approximately 4.5 hectares (+11 acres) south west of lands owned by the Tenant know municipally as 5973 Highway 9, Harriston;

**AND WHEREAS** the Tenant has requested to lease up to 2.4 hectares (+6 acres) vacant industrial land from the Owner for the purposes of providing a course for simulated monster truck rides;

**AND WHEREAS** the Owner has agreed to grant a lease on the terms set out in this Agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration (the receipt and sufficiency is hereby acknowledged), the parties covenant and agree each with the other as follows:

- 1. Leasing of Lands.** The Tenant hereby leases the lands from the Owner for a term of five (5) years, commencing on January 1, 2016 and continuing to December 31, 2021, subject to the faithful compliance with the terms and conditions of this Agreement.
- 2. Early Termination.** Notwithstanding clause 1 above, either party may terminate this Agreement at any time by giving ninety (90) days written notice to the other party. The Tenant shall pay all amounts owing pursuant to the terms of this Agreement up to the date of termination. The Owner agrees not to request termination before the date of January 1, 2018.
- 3. Lease Amount.** The Tenant shall pay to the Owner the sum of \$200 per acre, plus H.S.T., per year as base rent for the lands in accordance with the terms of this Agreement. The Rent shall be payable in one installment, in advance on the first day of each year of the term of this Agreement.
- 4. Overdue Account.** The Tenant shall pay to the Owner interest of two percent (2%) per month on overdue accounts, in addition to any other remedy the Tenant may have at law.
- 5. Covenant of Tenant.** The Tenant covenants with the Owner to pay rent and shall perform

and observe all land use and other applicable regulations pertaining to the Tenants use of the lands. In the event of default, the Owner shall have all of the rights afforded under the Lease regarding remedies for default. The Tenant further covenants to keep the Owner indemnified against all actions, expenses, claims and demands in respect of such covenants.

6. **Deposit.** The Owner acknowledges receipt from the Tenant of the sum of \$2,400, plus H.S.T. as a deposit to be held by the Owner and credited towards first and last month's rent pursuant to this Agreement. The monies deposited with the Owner shall bear no interest.
7. **Lands.** The Owner shall provide to the Tenant access to the following lands:
  - (a) 6 acres more or less of vacant industrial lands south and west of the Tenants existing holdings at 5973 Highway 9, Harriston
8. **Tenants Use.**
  - (a) The Tenant shall be permitted by the Owner to use the Leased Lands for the purposes of providing simulated monster truck rides on a course to be laid out on the said lands and approved by the Owner. The course shall be constructed of natural stone, dirt, and similar landscape materials of a temporary nature able to be removed at the sole cost of the Tenant upon termination of this lease.
  - (b) The Tenant shall obtain any and all required approvals from all agencies prior to establishing and operating any simulated monster truck rides on the Leased Lands including specifically approval from the Maitland Valley Conservation Authority and rezoning if deemed necessary by the Wellington County Planning and Development Department.
  - (c) The Tenant shall ensure the use of the lands does not create any noise, odour or vibration likely to disturb people in the area or the use of any other property.
  - (d) The Tenant shall provide to the Owner for approval a Site plan needed to address traffic circulation, parking, public areas, track layout and other such matters on the leased lands as well as the Tenants adjacent property.
9. **Default.** The Owner may terminate this Agreement by written notice to take effect immediately upon the delivery thereof to the Tenant, where:
  - (a) the Tenant fails to make any payment provided for herein and such payment remains in arrears and unpaid for a period of twenty (20) days beyond the date that a written notice is delivered by the Tenant indicating that payment is due;
  - (b) the Tenant assigns or purports to assign this Agreement or any of the right under this Agreement without the prior written consent of Owner;
  - (c) the Tenant commits or permits a breach of any of its covenants, representations, warranties or other obligations under this Agreement or any approval obtained from an external agency and the Tenant has failed to remedy the breach within thirty (30) days after delivery by the Owner written notice requiring the breach to be remedied; or,
  - (d) the Tenant becomes insolvent, or has a receiving order made against it, or makes an assignment for the benefit of creditors, or an order is made or a resolution is passed for the winding up of the Tenant, or takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors.

10. Any notice required to be given by this Agreement shall be in writing and delivered personally or by regular mail to the other party at the following addresses:

to the Owner at:       Town of Minto  
5941 Highway 89  
Harriston, ON NOG 1Z0  
Attention: C.A.O. Clerk

to the Tenant at:       Marquardt, Murray and Jodine  
RR#4  
Harriston ON NOG 1Z0

Notice shall be deemed to have been delivered on the date of personal delivery or five business days after sending notice by regular mail.

**11. Indemnification and Insurance.**

- (a) The Tenant hereby indemnifies and holds harmless the Owner and its directors, officers, employees, members and agents from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs, fees or expenses, joint or several (including without limitation reasonable legal fees) arising or resulting from or in connection with any occurrence in, on or at the Leased Lands, or in any way from or out of the occupancy or use by the Tenants of the Leased Lands, or any part thereof, or due to or arising out of any breach by the Tenant of this Agreement.
- (b) Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
  - (i) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, on Lands including, without limitation, equipment, materials, improvements, in an amount not less than the full replacement cost thereof from time to time;
  - (ii) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than Five million dollars (\$5,000,000) or such higher limits as the Owner may reasonably require from time to time;
  - (iii) such other forms of insurance as may be reasonably required by the Owner from time to time provided such insurance relates to tenant liability.
- (c) All insurance shall be with insurers and on such terms and conditions as the Owner reasonably approves, and each such policy shall name the Owner as an additional insured as its interest may appear, and, in the case of public liability insurance, shall contain a provision for cross-liability or severability of interest as between the Owner and Tenant. The Tenant shall obtain from the insurers under such policies undertakings to notify the Owner in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Owner, on written request, certificates or certified copies of all such policies. If the Tenant fails to take out or

to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Owner shall have the right to take out such insurance and to pay the premiums thereof, and, in such event, the Tenant shall pay to the Owner the amount paid as premium plus fifteen percent (15%), which payment shall be payable on demand.

- (d) In the event of a claim, any deductible or self-insured retention under the insurance shall be the sole responsibility of the Tenant and that the coverage shall preclude subrogation claims against the Owner and any other person insured under the policy and be primary insurance in response to claims. Any insurance maintained by the Owner and any other person insured under the policy shall be considered excess of the Tenant's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Tenant's obligation to fully indemnify the Owner.
- 12. Limits of Liability.** To the extent allow by applicable law, in no event shall the Owner, or any of its directors, officers, employees or agents, be liable for: (a) any loss of profits, loss of use of data, interruption of business or for indirect, special, incidental or consequential damages of any kind incurred by the Tenant; (b) any claim or other proceeding against the Tenant by a third party; or (c) any representation or warranty made to any third party by the Tenant. Notwithstanding anything in this Agreement to the contrary, entire liability to the Tenant for damages concerning the performance or non-performance by the Owner relating any way to the subject matter of this Agreement, and regardless of whether such damages are based in contract or tort or otherwise, shall not exceed the aggregate amount of cash consideration received by the Owner from the Tenant during the six-month period prior to the presentation of the claim to the Owner.
- 13. Time of the Essence.** Time shall be of the essence of this agreement.
- 14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are not and shall not be any verbal statement, representations, warranties, undertakings or agreements between the parties. This agreement may not be amended or modified in any respect except by written instruments signed by all the parties hereto.
- 15. Applicable Law.** This Agreement shall be construed and enforced in accordance with (and the rights of the parties shall be governed by), the laws of the Province of Ontario.
- 16. Binding Effect.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal personal representatives, executors, administrators, successors and permitted assigns.
- 17. Schedules.** The following schedules form an integral part of this Agreement:
- (a) Schedule "A" – Lands

**IN WITNESS WHEREOF** the parties have executed this agreement on the date first noted above.

**WITNESS**

) **[INSERT PARTY NAME]**

)

)

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

)

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

Date:

)

Title:

)

)

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

)

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

Date:

)

Title:

)

)

[If Corporation, insert: "I/We have authority to bind the corporation"]

)

**THE CORPORATION OF THE TOWN OF MINTO**

\_\_\_\_\_  
George Bridge, Mayor

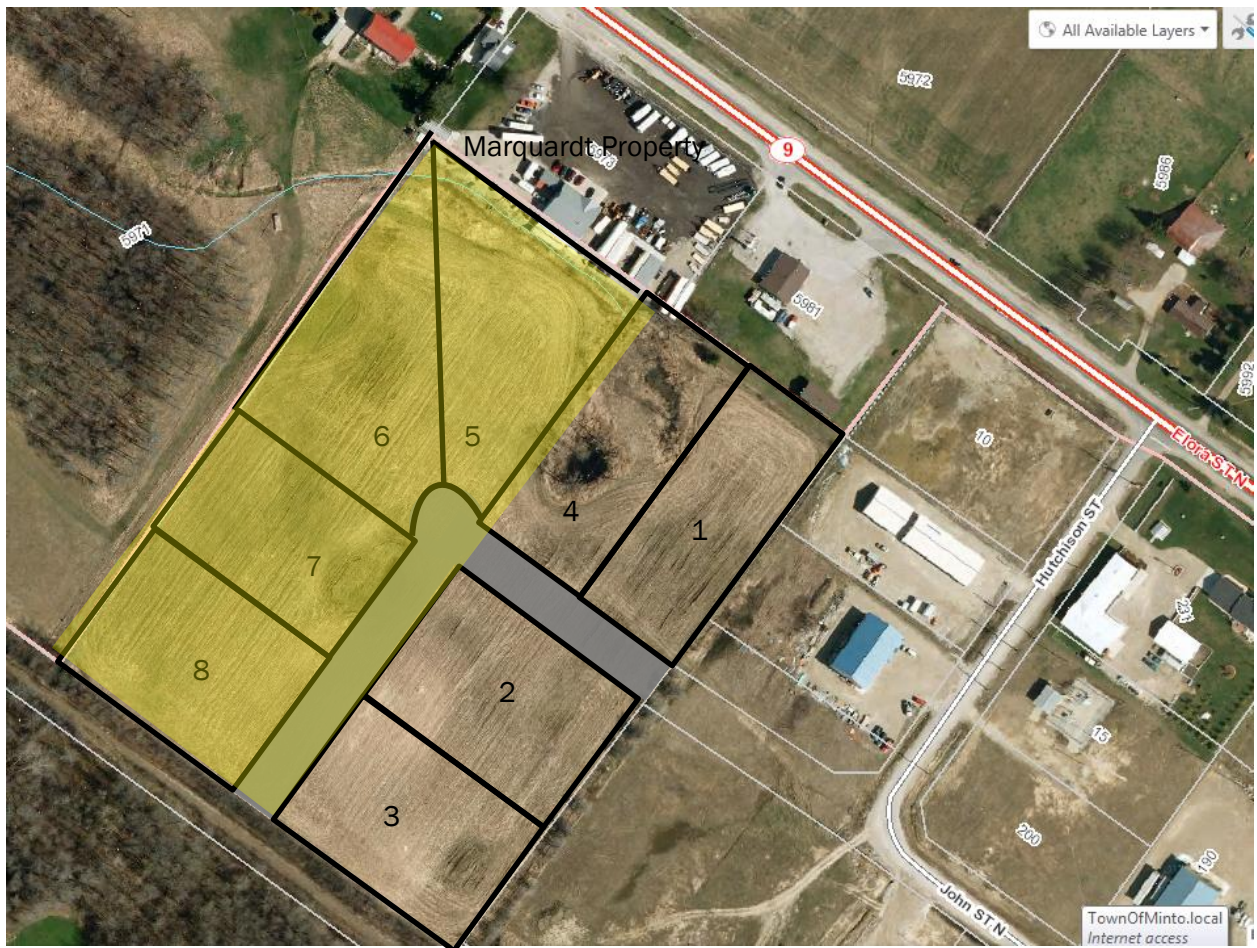
\_\_\_\_\_  
Bill White, Clerk

We have authority to bind The Corporation of the  
Town of Minto

## Schedule "A"

### The Lands

Below shown in yellow are the lands subject to this lease agreement.



**From:** Minister of Labour (MOL) [<mailto:MinisterofLabour@ontario.ca>]  
**Sent:** April-19-16 12:43 PM  
**To:** Minister of Labour (MOL)  
**Subject:** Letter from the Minister of Labour / Lettre du ministre du Travail

### **Message from the Minister of Labour**

I am proud to write today to inform your municipality that Bill 163, the *Supporting Ontario's First Responders Act, 2016*, has passed third reading and received Royal Assent on April 6, 2016. Municipalities across Ontario play a vital role in the delivery of emergency services. Consequently, it is important that municipalities are aware of this critical legislation to support Ontario's first responders.

Over the last decade there has been an increased awareness of the effects of post-traumatic stress disorder (PTSD). We know PTSD can be serious and debilitating, and that first responders are at least twice as likely as the general population to suffer from PTSD.

The Premier asked me to bring forward a plan that addressed prevention of and resiliency to PTSD, and she also asked that we create legislation that makes PTSD a workplace presumption for first responders. First responders put their lives at risk each and every day to keep all of us safe, and it's important we provide our first responders the same unconditional support they provide to us when we need them.

That's why I committed Ontario to becoming a leader in dealing with first-responder PTSD, and we know the solution lies with a comprehensive approach that includes both preventative and legislative measures. The *Supporting Ontario's First Responders Act, 2016* is a key component of that comprehensive strategy. It will provide a presumption that PTSD diagnosed in first responders is work-related, allowing for faster access to WSIB benefits, resources and the timely treatment needed to heal and return to work safely.

The specific groups covered under the PTSD presumption include:

- Police, including First Nations constables, and chiefs of police
- Firefighters (including part-time and volunteer firefighters), including those who are employed or who volunteer to provide fire protection services on a reserve, fire investigators, and fire chiefs
- Paramedics and emergency medical attendants, and ambulance service managers
- Workers involved in dispatching emergency services, including workers who play a role in the chain of communications which lead up to the dispatch for ambulance services, firefighters and police
- Correctional officers/youth services workers (including managers) and workers who provide direct health care services in adult institutional corrections and secure youth justice facilities
- Members of emergency response teams dispatched by a communications officer.

The *Supporting Ontario's First Responders Act, 2016* also amends the *Ministry of Labour Act* to allow the Minister of Labour to collect information about an employer's plans to prevent PTSD and authorizes the Minister to publish those plans. Collecting this information is intended to encourage the development of prevention plans and assess progress in the prevention of PTSD in these workplaces. It will also serve to highlight gaps and inform future prevention initiatives.

I will formally direct certain employers to provide me with information on their workplace post-traumatic stress disorder prevention plans by April 23, 2017. This direction will be published in the *Ontario Gazette*, Volume 149, Issue 17, which will be available at [www.ontario.ca/search/ontario-gazette](http://www.ontario.ca/search/ontario-gazette). Additional information can also be found on the Ministry of Labour website at [www.labour.gov.on.ca/english/hs/ptsd.php](http://www.labour.gov.on.ca/english/hs/ptsd.php).

As your municipality is an employer or is responsible for employers of workers covered under the PTSD presumption, I am advising you of this direction and look forward to receiving information in a timely manner. You are able to determine an approach that reflects your local context, taking into consideration the ways that first responder services are delivered and supported locally. I would request that you forward this correspondence to any administrations that fall within your purview, so they are aware of the direction to submit information and are engaged in the process as appropriate.

Information about prevention plans should be submitted in electronic Word format to [ptsdprevention@ontario.ca](mailto:ptsdprevention@ontario.ca). When submission by this method is not possible, information can be mailed to the Ontario Ministry of Labour, Att: PTSD Prevention Plan, 400 University Avenue, 14th Floor, Toronto, ON, M7A 1T7. Resources to assist in the development of a prevention plan are available online as part of a free online toolkit (see the link below). Should you have any questions, please contact ministry staff at 416-325-4575.

These legislative amendments build on our previously announced PTSD prevention strategy, which includes:

- The creation of a radio and digital campaign aimed at increasing awareness about PTSD among first responders, their families and communities and eliminating the stigma that too often prevents those in need from seeking help
- An annual leadership summit to be hosted by the Minister of Labour to highlight best practices, recognize leaders, and monitor progress in preventing and addressing PTSD
- A free online toolkit at [www.firstrespondersfirst.ca](http://www.firstrespondersfirst.ca) with resources on PTSD tailored to meet the needs of employers and each of the first responder sectors
- Grants for research that supports the prevention of PTSD.

We started on the prevention initiatives in March 2016 with the launch of the public radio and digital awareness campaign, as well as the free online toolkit.

Through the alignment of research, prevention and treatment efforts, Ontario will create a solid and coordinated set of resources to provide the support needed by the brave men and women who put their lives on the line in our time of greatest need. This is the beginning of a new way forward in preventing PTSD and providing support for our first responder community in Ontario.

With your help, our government has put in place a strategy that will help protect our dedicated first responders who put themselves in harm's way to ensure our safety.

These changes will positively impact many lives across the province, and will provide our 73,000 first responders and their families some peace of mind.

Please accept my thanks for your support.

Sincerely,

[Original signed by]

Kevin Flynn  
Minister of Labour

*Perth Office*  
59 Lorne Avenue East, Unit A  
Stratford, Ontario N5A 6S4  
Tel: 519-273-1400  
Fax: 519-273-9045

*Wellington Office*  
39 Elora Street South Unit 1  
P.O. Box 464  
Harriston, Ontario N0G 1Z0  
Tel: 519-338-3589  
Fax: 519-338-5615



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

*John Nater*

Member of Parliament  
Perth—Wellington

*Ottawa Office*  
House of Commons  
Ottawa, Ontario K1A 0A6  
Tel: 613-992-6124  
Fax: 613-998-7902

*Online*  
E-Mail: [John.Nater@parl.gc.ca](mailto:John.Nater@parl.gc.ca)  
Website: [johnnater.ca](http://johnnater.ca)

April 15, 2016

The Honourable Lawrence MacAulay  
Minister of Agriculture and Agri-Food  
House of Commons  
Ottawa, ON N1A 0A6

Dear Minister:

I had the pleasure to attend the Perth County Federation of Agriculture (PCFA) MP/MPP Spring forum on April 1, 2016 in Stratford, Ontario. I heard from a variety of agricultural stakeholders and commodity groups in my riding of Perth—Wellington. Topics included rural infrastructure, energy, cap and trade, biosecurity and business risk management. I wanted to bring to your attention their key concerns.

Many of the agricultural producers in attendance wanted to reiterate that all future agricultural programming must be properly funded. Growing Forward 2 will expire in 2018 and all agricultural groups must be meaningfully consulted as we work together to ensure the industry remains strong for generations to come.

There remains concern over with the delay in ratification and implementation of both Trans-Pacific Partnership (TPP) and Comprehensive Economic Trade Agreement (CETA). These two trade deals represent billions of dollars in exports for our agricultural producers and they should be ratified as soon as possible.

A concern that was raised by the Dairy Farmers was the lack of commitment to the previously-committed TPP compensation package. The Federal Budget does not mention this pledge. The dairy industry is particularly eager to see the funding for processing capacity delivered immediately to allow for certainty in the industry and for investment to be made. This funding could be de-linked from the \$4.3 billion compensation package to allow processors and producers to begin to make necessary upgrades. This would allow our dairy industry to remain competitive in the global economy.

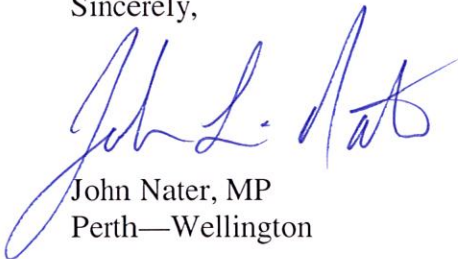
Forum participants voiced their concern over the lack of federal support when it comes to dispelling misinformation in the general public and in the business community. There were concerns over General Mills' most recent *Bring Back the Bees* campaign which erroneously argues that the bee population is decreasing in Canada. According to Statistic Canada, there are over 700,000 bee colonies in Canada, a 25,000 increase from 2014. There was also concern over A&W's misleading *Better Beef* campaign, which is similar to General Mills in that it spreads misinformation about Canadian producers.

It is vital that the Department of Agriculture and Agri-Food not follow the lead of its provincial counter-parts in Ontario in relation to neonicotinoid treated seeds. Since July 1, 2015 the Ontario government has had in place an unnecessary and costly ban on neonicotinoid treated seed. The farmers in my riding are concerned that the Department of Agriculture and Agri-Food will begin to ignore scientific evidence when making policy decisions. It is important that all decisions are based on scientific evidence and not special interest group lobbying.

Farmers need to move their product to market. A concern raised at the PCFA MP/MPP Spring forum was that there was no new funding announced in the Federal Budget for roads and bridges in rural Ontario. At the provincial level in Ontario, lower-tier municipalities have constantly seen funding formulas disproportionately benefit large urban centres. I agree that transit is important in cities, but rural infrastructure needs are often overlooked. For farmers to be able to get their goods to market, rural infrastructure must be upgraded. I would encourage you to work to ensure that rural municipalities benefit from federal infrastructure funding.

Thank you for your attention to these key issues affecting agriculture in my riding and beyond. I look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Nater', is written over the typed name and title.

John Nater, MP  
Perth—Wellington

cc. PCFA  
cc. MPP Randy Pettapiece  
cc. Municipalities in Perth—Wellington



FEDERATION  
OF CANADIAN  
MUNICIPALITIES

FÉDÉRATION  
CANADIENNE DES  
MUNICIPALITÉS

**Speaking Notes for**  
**FCM President Raymond Louie**  
**and FCM Rural Forum Chair Ray Orb**  
**for the**  
**Public Hearing on the CRTC's Review of Basic**  
**Telecommunications Services**

**April 15, 2016**

**Gatineau, Quebec**

**CHECK AGAINST DELIVERY**



Good afternoon.

I'd like to begin by thanking the Commission for the invitation to discuss a historic opportunity to transform rural and northern Canada. I am joined today by my colleague, Ray Orb, the President of the Saskatchewan Association of Rural Municipalities and the Chair of FCM's Rural Forum.

I am also joined by Daniel Rubinstein, Senior Manager of Policy and Research, and Marc LeBlanc, Policy Officer, who both lead FCM's telecommunications policy work.

I will be sharing my time today with President Orb.

The Federation of Canadian Municipalities is the national voice of municipal government.

Our member municipalities—nearly 2,000 of them—come from every corner of Canada and represent 90 per cent of Canada's population.

Members include Canada's largest cities, small urban and rural communities, as well as 20 provincial and territorial municipal associations. FCM works on behalf of local governments to shape the national agenda, help solve national challenges and empower communities of all sizes.

That's why FCM has long advocated for increased federal involvement in developing the telecommunications infrastructure that is critical to the social, cultural and economic vibrancy of Canada's rural, northern and remote communities.

We have actively participated in previous federal consultations on telecommunications services, including rural broadband spectrum allocation and the development of Industry Canada's *Connecting Canadians* program.

FCM has also worked closely with the CRTC on the development of a model Municipal Access Agreement for accessing municipal rights-of-way and participated in the first phase of this landmark consultation. On behalf of our members, we actively engage Minister Bains and Innovation, Science and Economic Development Canada's senior leadership on these critical issues.

As the national voice for municipalities, the availability of affordable broadband services is one of our major concerns.

Simply put: broadband Internet access has become fundamental to modern life, and has the power to transform rural and northern Canada.

Modern networks contribute to economic growth by improving productivity, providing new services, supporting innovation, and improving market access. They give Canadians the capacity to collaborate, work, share and learn.

Unfortunately, the "broadband gap" remains a reality in these communities.

Too many Canadians are without broadband coverage, while others remain underserved by insufficient bandwidth and network capacity to meet user demands.

Under Canada's current approach to broadband policy, there is a significant lag in terms of bringing broadband speeds and technologies widely available in urban areas to rural and remote regions.

The CRTC's annual communications monitoring report provides a clear picture of this lag: while 96 percent of Canadian households in large population centres have access to broadband at download speeds of 100 Mbps, only 25 percent of households in rural areas have access to broadband services at similar speeds.

Low connectivity rates like these are a significant barrier for those living in rural, remote and northern communities in attaining the kind of economic opportunities that we take for granted in other parts of the country.

In Canada's North, many communities simply cannot participate in Canada's digital economy due to a lack of service parity across these communities and high system vulnerability, highlighted by service outages, technical failures and lack of redundancy.

FCM's research on this issue has revealed the true cost of low connectivity in these communities: everything from resident outmigration to a difficulty in retaining employees.

Not only that, Canadians living in rural, remote and northern communities do not have equal access to government e-services and adequate speeds while others, in some cases, have no broadband access at all. Some parties have argued that the issue of adoption is an indication that some Canadians lack the technical expertise and interest to engage in the digital economy.

In our view, however, this simply isn't the case.

There is a much greater likelihood that the lack of adoption on the part of Canadians is the result of high cost and low broadband speeds.

Based on this assessment of the connectivity challenges facing rural and northern Canada, FCM's membership has come together to develop solutions to this critical issue.

I'd now like to turn it over to my colleague Ray Orb to tell you more about these solutions.

*[RAY ORB]*

Thank you, Raymond.

FCM believes that the Commission's current target speeds—a minimum of 5 Mbps download and 1 Mbps upload—are no longer sufficient to meet the minimum needs of Canadians.

FCM believes that the CRTC should continually re-evaluate its broadband speed targets to reflect technological advancements, changes in user needs, traffic, and network capacity.

Second, FCM believes that the Commission has a critical role to play not only in terms of setting broadband speed targets, but also in ensuring that basic telecommunications services are available to all Canadians regardless of the size or level of remoteness of their community.

In our submission, we recommended that the Commission expand the Basic Service Objective (BSO) to include universal access to affordable high-speed broadband Internet at speeds that guarantee long-term, reliable, connectivity.

This stance has been reaffirmed by a number of FCM's peers during these proceedings.

Finally, the Commission should adopt a comprehensive and long-term funding mechanism for basic broadband access, and the existing arrangement for basic telecommunications services is a good starting point.

This mechanism could work alongside the current mix of targeted government programs and public-private partnerships.

We also suggest the Commission develop a specific strategy for Canada's North that sets out a sustained funding commitment for developing communications networks as well as a regulatory environment that fosters competition in this area.

It is important the Commission ensure that investment strategies for Arctic communication networks include provisions for rapid technological change and that every Arctic community has a redundant connection to prevent gaps in essential communication services.

This consultation provides a historic opportunity to establish a comprehensive, long-term plan for universal access to high-speed broadband.

The Commission plays a critical role in ensuring basic telecommunications services, including broadband, are available to all Canadians, regardless of where in the country they reside.

To realize this vision, we believe that all orders of government must work together, in full partnership.

The Commission has a unique opportunity to turn this bold vision into meaningful action by laying the foundation for universal and high-speed broadband access for all Canadians.

On behalf of Canada's cities and communities, we thank the Commission for the opportunity to take part in this proceeding, as well as other parties' contributions and recommendations.

Thank you. Merci.



## COUNCIL RESOLUTION

# 11

Res: 2016-07-11

Wednesday April 13<sup>th</sup>, 2016

Moved by:

*Bob.*

Seconded by:

*Mike Hentz*

**WHEREAS** Invenergy was awarded a contract for the Strong Breeze Wind Project despite the fact that the Council of the Municipality of Dutton Dunwich surveyed the community as to whether its citizens were in favour or opposed to having an IWT project, and 84% of respondents stated they were not in favour;

**AND WHEREAS** Invenergy was awarded a contract for the Strong Breeze Wind Project despite the lack of municipal support;

**AND WHEREAS** Invenergy was awarded a contract for the Strong Breeze Wind Project with support from six Ontario First Nations communities, none of which are local First Nation Bands, and some of which are 1,000 km away from Dutton Dunwich.

**THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Dutton Dunwich requests:

1. That the "Municipal Support Resolution" becomes a mandatory requirement in the IESO process;
2. That any points for Aboriginal participation in a given power project be limited to the First Nation who has a comprehensive claim on the land where the project will be built;
3. That any announcement of the successful bidders includes an explanation of the points awarded to each bid.
4. AND THAT this resolution be forwarded to the Chair of the Board & President of IESO, the Minister of Energy, Elgin-Middlesex-London MPP Jeff Yurek, AMO and all municipalities within the Province. *AND INVENERGY.*

\* REQUESTED

Recorded Vote	Yeas	Nays
I. Fleck	✓	—
D. McKillop	✓	—
M. Hentz	✓	—
B. Purcell	✓	—
C. McWilliam - Mayor	✓	—

Carried:

*Carroll*

Mayor

Defeated:

Mayor



# TOWNSHIP OF WARWICK

*"A Community in Action"*

6332 Nauvoo Road, R.R. #8, Watford, ON N0M 2S0

Township Office: (519) 849-3926 / 1-877-849-3926

Watford Arena: (519) 876-2808

Website: [www.warwicktownship.ca](http://www.warwicktownship.ca)

Works Department: (519) 849-3923

Fax: (519) 849-6136

E-mail: [info@warwicktownship.ca](mailto:info@warwicktownship.ca)

April 14, 2016

Dear Kathleen Wynne, Premier of Ontario  
VIA E-MAIL

**RE: Physician Recruitment**

Please be advised that at the regular Council meeting of April 11, 2016, Warwick Township Council approved the following resolution:

***WHEREAS Warwick Township Council supports and endorses the Municipality of Bluewater's resolution dated February 16, 2016;***

***NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Warwick hereby requests that the Minister of Health and Long Term care reinstate incentives for physicians to practice in rural areas of Ontario, and that the minister return to the table with Ontario's doctors and work together through mediation-arbitration to reach a fair deal that protects the quality, patient-focused care Ontario families deserve;***

***AND THAT copies of this resolution be sent to the Premier of Ontario, the federal and provincial Ministers of Health, the Ontario College of Physicians and Surgeons and all municipalities in Ontario.***

***- Carried.***

A copy of the resolution approved by the Municipality of Bluewater is enclosed for your reference.

Kindest Regards,

Amanda Gubbels  
Clerk/Deputy Administrator  
Township of Warwick

## ONTARIO ENERGY BOARD NOTICE

**The Ontario Energy Board is holding a hearing to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities that are currently not served.**

**Learn more. Have your say.**

The Ontario Energy Board is commencing a hearing on its own motion to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities that do not currently have access to natural gas.

In July 2015, Union Gas Limited filed an application (EB-2015-0179) to expand natural gas service to certain rural and remote communities. That application included a proposal to have existing Union Gas Limited customers pay a portion of the costs to connect new customers. The Ontario Energy Board has determined that the requests made by Union Gas Limited in that application raise issues that may be common to any entity that wishes to provide natural gas service to communities that do not currently have access to natural gas service. The Ontario Energy Board will therefore address these issues through a generic proceeding.

The Ontario Energy Board will put the hearing of Union Gas Limited's application (EB-2015-0179) on hold until the generic hearing is complete.

In the generic proceeding, the Ontario Energy Board will consider possible alternative ratemaking frameworks to provide natural gas service to Ontario communities that do not currently have access to natural gas. The OEB plans to seek input from intervenors on exactly what the issues should be. However, broadly speaking the OEB intends to review the following issues:

1. Should the OEB implement new ratemaking mechanisms including changes to current economic tests to encourage utilities to expand natural gas distribution service to new communities? If so, what should these new mechanisms be?
2. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
3. Does the OEB have the authority to require the ratepayers of one utility to subsidize the costs of another utility to expand into new communities? If so, under what circumstances (if any) would this be appropriate?

To see the detailed draft issues list, please select the file number EB-2016-0004 on the OEB website: [www.ontarioenergyboard.ca/notice](http://www.ontarioenergyboard.ca/notice)

### THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider the kind of cost recovery mechanisms that may be appropriate for rural and remote community expansion projects in Ontario. We will hear arguments from parties involved in the process and will decide what, if any, new mechanisms are appropriate.

The OEB will adopt into the record of this proceeding, all evidence filed in EB-2015-0179 that is relevant to the issues to be determined for the generic hearing. The OEB will provide an opportunity for the filing of further evidence in subsequent procedural orders.

The OEB will deem the intervenors in the EB-2015-0179 case to be intervenors in this generic hearing and grants to any such intervenors the same cost eligibility status as was granted in EB-2015-0179.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

### BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review this Notice and related documents on the OEB's website now.
- You can sign up to observe the proceeding by receiving OEB documents related to the hearing.
- You can file a letter with your comments which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **February 22, 2016** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

### LEARN MORE

Our file number for this case is **EB-2016-0004**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case (including the draft issues list), please select the file number **EB-2016-0004** from the list on the OEB website at [www.ontarioenergyboard.ca/notice](http://www.ontarioenergyboard.ca/notice). You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

### ORAL HEARING

The OEB intends to proceed with an oral hearing for this case.

### PRIVACY

*If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.*

*This hearing will be held under sections 19 and 36 of the Ontario Energy Board Act, 1998.*



Eastern Ontario Wardens' Caucus

c/o County of Renfrew, 9 International Drive, Pembroke, ON K8A 6W5

Pembroke, April 6, 2016

Kirsten Walli, Board Secretary  
Ontario Energy Board  
2300 Yonge St.  
PO Box 2319  
Toronto, Ontario M4P 1E4

**Re: Ontario Energy Board Generic Proceeding EB-2016-004**

Dear Ms. Walli,

Regarding the Ontario Energy Board's Generic Proceeding EB-2016-004, the Eastern Ontario Wardens' Caucus would like to provide the following submission as a letter of comment.

As an organization representing the interests of municipal taxpayers in rural Eastern Ontario, the EOWC supports the initial application from Union Gas (EB-2015-0179) to expand natural gas service to rural and remote communities. Beyond that, however, the EOWC also supports any similar efforts from other entities, such as Enbridge Gas, that wish to provide natural gas services to rural and remote communities that do not currently have access to such services.

The expansion of the infrastructure required to provide natural gas to rural communities that would otherwise not receive this service would allow for significant economic benefits for every sector: residential, commercial and industrial. Natural gas is the most reliable, efficient, and economical form of energy, but due to the dispersed nature of our population – coupled with our geography and geology – many areas remain underserved or are simply not serviced at all.

As the economic development of our region is a priority issue, the expansion of the natural gas network is of great importance to everyone who lives and does business in rural Eastern Ontario. If certain conditions were put into place, such as those being considered by the Ontario Energy Board, it may become financially feasible to extend natural gas to the EOWC region.

The EOWC is an incorporated non-profit organization comprised of the elected Wardens of the 13 County Councils in rural Eastern Ontario, stretching from Northumberland in the west to the Quebec border in the east, with a combined population of 750,000. In closing, on behalf of the EOWC, I strongly encourage the Board to consider and approve any measures raised in the Generic Proceeding EB-2016-004 that may allow for the provision of natural gas in our region.

Best regards,

Peter Emon  
Chair, 2016, Eastern Ontario Wardens' Caucus



The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

Date: April 12, 2016

Part 1

Resolution No. 609

**MOVED BY:**

Deputy Mayor Bill McGimpsey ☐  
Councillor Jim Wert ☒  
Councillor François Landry ☐  
Councillor Randy Douglas ☐

**SECONDED BY:**

Deputy Mayor Bill McGimpsey ☐  
Councillor Jim Wert ☐  
Councillor François Landry ☐  
Councillor Randy Douglas ☒

**WHEREAS** the OEB file **EB-2015-0179** (dated July 23, 2015) application and pre-filed evidence from Union Gas Limited is seeking approval of its proposed Community Expansion Program with intent to support the expansion of infrastructure necessary to provide natural gas to communities that would otherwise not receive natural gas service (Rural areas);

**WHEREAS** the Ontario Energy Board issued a Notice for Public Hearing **EB-2016-004** (dated January 2016) regarding OEB's intent to review the following issues in May 2016:

1. Should the OEB implement new ratemaking mechanisms including changes to current economic tests to encourage utilities to expand natural gas distribution service to new communities? If so, what should these new mechanisms be?
2. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
3. Does the OEB have the authority to require the ratepayers of one utility to subsidize the costs of another utility to expand into new communities? If so, under what circumstances (if any) would this be appropriate?

**WHEREAS** the Eastern Ontario Warden's Caucus's letter of comment (dated April 6, 2016) regarding the Ontario Energy Board's Generic Proceeding EB-2016-004 with intent for the Warden Caucus to support the initial application from Union Gas (EB-2015-0179) and also similar entities that wish to expand natural gas service to rural and remote communities;

**WHEREAS** the Township of North Stormont has signed a 20 year Franchise Agreement with Enbridge and has attempt many communications with them to have natural gas service in the ~~WEST~~ <sup>EAST</sup> part of our Township without any responses or actions being taken by Enbridge;

**FOR**

**AGAINST**

Recorded Vote:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CARRIED:

*Stennis Bp*  
Mayor

DEFEATED:

\_\_\_\_\_  
Mayor

Declaration of Conflict of interest: \_\_\_\_\_

- ☐ Disclosed His/Her/Their interest  
☐ Vacated His/Her/Their Seat  
☐ Deferred

*[Signature]*  
\_\_\_\_\_  
CAO/Clerk



The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

Date: April 12, 2016

Part 2

Resolution No. 609

**MOVED BY:**

Deputy Mayor Bill McGimpsey ☐  
Councillor Jim Wert ☒  
Councillor François Landry ☐  
Councillor Randy Douglas ☐

**SECONDED BY:**

Deputy Mayor Bill McGimpsey ☐  
Councillor Jim Wert ☐  
Councillor François Landry ☐  
Councillor Randy Douglas ☒

**WHEREAS** the West part of the Township of North Stormont is being served by Union Gas and that the separation is even made on the West side of a road (**served by Union Gas**) versus the East side of the same road (**unserved by Enbridge**);

**WHEREAS** the Township of North Stormont made representation with Union Gas to endeavor possible development of the natural gas services on the East side of the Township;

**THEREFORE BE IT RESOLVED** by the Council of Township of North Stormont that the OEB examine the proposal to expand natural gas services and make it available to all of Eastern Ontario rural areas such as the United Counties of Stormont, Dundas & Glengarry and the United Counties of Prescott-Russell as it is vital to our Economic Development and to Business expansion and retention as well as the increase of employability in our sector.

**AND BE IT ALSO RESOLVED** THAT this resolution supports the letter of comment sent to the Ontario Energy Board by the Eastern Ontario Warden's Caucus.

**AND BE IT FURTHER RESOLVED THAT** this resolution be circulated to all municipal and regional councils in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier, the OEB and the Ministers of Economic Development, Employment and Infrastructure, Energy, and Agriculture and Rural Affairs.

Passed by the Council of the Township of North Stormont on April 12, 2016

	FOR	AGAINST
Recorded Vote:	_____	_____
	_____	_____
	_____	_____

CARRIED: *Dennis Rife*  
Mayor

DEFEATED: \_\_\_\_\_  
Mayor

Declaration of Conflict of interest: \_\_\_\_\_

- ☐ Disclosed His/Her/Their interest  
☐ Vacated His/Her/Their Seat  
☐ Deferred

*[Signature]*  
CAO/Clerk

**From:** AMO Communications [<mailto:communicate@amo.on.ca>]  
**Sent:** April-19-16 6:02 PM  
**To:** Bill White  
**Subject:** MEPCO Update - Government Introduces Bill 186 to Implement the Proposed ORPP

### **MEPCO UPDATE – April 19, 2016**

#### **Government Introduces Bill 186 to Implement the Proposed ORPP**

On April 14, 2016 the Government introduced the *Ontario Retirement Pension Plan Act (Strengthening Retirement Security for Ontarians), 2016* (link [here](#)) which would provide for key design elements and other provisions of the ORPP related to:

- plan participation, contributions, benefits and plan funding/sustainability (e.g. Ontario employees between 18 and 70 years of age, earnings thresholds, comparable pension plan criteria);
- responsibilities of the ORPP Administration Corporation (e.g. collecting contributions, administering benefits, investment strategy);
- review of Bill 186 five years after implementation and every ten years thereafter.

These provisions enable affected employers and employees in Ontario to prepare for ORPP phase-in, scheduled to begin January 1, 2018. The OMERS Plan, as a comparable plan, is exempted from the ORPP; however, the phase-in for part-time employees who are not members of comparable plans is scheduled to begin January 1, 2020, unless they are in the OMERS Plan. MEPCO is continuing to obtain information on municipal employer impacts of the phase-in for OMERS member municipalities with part-time workers who are not members of the OMERS Plan.

Ontario is continuing to work with the Federal Government and other provinces on options for enhancement of the Canada Pension Plan (CPP) to improve retirement security, as a preferred approach. If no agreement is reached on CPP enhancement later this year, Ontario will move forward with the ORPP as scheduled.

For further information, please contact Bruce McLeod, 416-971-9856 ext. 350 or by email at [bmcLeod@amo.on.ca](mailto:bmcLeod@amo.on.ca)



## TOWNSHIP OF SOUTH FRONTENAC

P.O. Box 100  
5862  
4432 George Street  
Sydenham, Ontario, K0H 2T0

Telephone 376-3027 / 1-800-559-

FAX (613) 376-6657  
E-mail: [worr@southfrontenac.net](mailto:worr@southfrontenac.net)

April 21, 2016

Honourable Kathleen Wynne  
Premier of Ontario  
Room 281  
111 Wellesley Street West  
Toronto, Ontario  
M7A 1A1

Dear Premier:

The Council of the Township of South Frontenac endorsed the following resolution at their regular meeting held April 19, 2016:

"Whereas the Province is moving forward with another round of large renewable procurement initiatives;

And whereas these projects can create economic opportunities for property owners and municipalities as well as job creation in both manufacturing, installation and site maintenance;

And whereas certain large renewable procurement projects may not be aligned with the priorities of residents and municipal councils, despite municipal government having been given enhanced power to negotiate with green energy proponents;

And whereas the installation of large renewable procurement projects can have a significant impact on municipal infrastructure and operating costs;

Now therefore be it resolved that the Council of South Frontenac calls upon the Provincial government to regulate that; where there is not a willing municipal host and subsequently no community benefit agreement in place and green energy projects are awarded anyway that; successful proponents would be responsible to pay to the municipality, according to an established formula, and over the lifespan of the project, the associated costs to both infrastructure and operations commonly known as a Community Vibrancy Fund.

And that this resolution be sent to the Premier, the Leaders of the Opposition, Local MPP's the IESO, Local Municipalities and AMO.

Carried.

We respectfully request to be notified of any action taken in this matter.

Yours truly

Wayne Orr  
Chief Administrative Officer

WO:am

cc IESO  
Association of Municipalities of Ontario  
Patrick Brown, Leader of the Ontario PC Party  
Andrea Horwath, Leader of the Ontario NDP  
Randy Hillier, MPP, Lanark-Frontenac-Kingston  
All Ontario Municipalities

**Ministry of  
Municipal Affairs  
and Housing**  
Municipal Services Division  
777 Bay Street - 16th Floor  
Toronto ON M5G 2E5  
Telephone: 416 585-6429  
Fax: 416 585-6445

**Ministère des  
Affaires municipales  
et du Logement**  
Division des services aux municipalités  
777, rue Bay, 16<sup>e</sup> étage  
Toronto ON M5G 2E5  
Téléphone : 416 585-6429  
Télécopieur : 416 585-6445



April 22, 2016

**MEMORANDUM TO:** Municipal Chief Administrative Officers, Clerks and  
Service Managers

**SUBJECT:** Proclamation of the *Infrastructure for Jobs & Prosperity Act*,  
2015

---

I am writing to you on behalf of the Ministry of Economic Development, Employment and Infrastructure to advise you that the *Infrastructure for Jobs and Prosperity Act, 2015* will be proclaimed on May 1, 2016. The purpose of the Act is to establish mechanisms to encourage principled, evidence-based and strategic long-term infrastructure planning that supports job creation and training opportunities, economic growth, protection of the environment and design excellence.

Upon proclamation, the Government and Broader Public Sector entities covered by the Act will be required to consider statutory infrastructure planning principles when making infrastructure-related decisions.

Attached as Appendix A are the principles that planning and investment decisions should take into account. These include:

1. A long-term view as well as demographic and economic trends
2. Applicable budgets and fiscal plans
3. Clearly identified priorities
4. Continuation of the provision of core public services
5. Promotion of economic competitiveness, productivity, job creation and training
6. Ensuring health and safety of infrastructure workers
7. Opportunities to foster innovation
8. Evidence-based and transparent decisions
9. Existing plans and strategies such as policy statements and transportation plans
10. Promotion of accessibility for persons with disabilities
11. Designs that minimize environmental impact and are resilient to climate change
12. Use of acceptable recycled aggregates
13. Promotion of community benefits

As a matter of best practice, many entities are likely already considering these principles. Proclamation of the Act will formalize these requirements, making their application more consistent across entities in a manner appropriate to each entity's context.

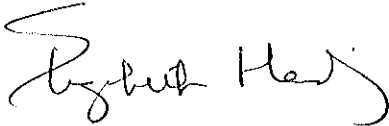
The legislation does not immediately introduce any new formal reporting requirements. However, each entity is responsible to meet the legislated requirements and should be prepared to demonstrate compliance, if required.

Note: this memo should not be relied upon as a substitute for specialized legal or professional advice in connection with activities and decisions pertaining to infrastructure planning and investment. Independent legal or professional advice should be obtained when determining the interpretation and application of the Infrastructure for Jobs and Prosperity Act, 2015. Responsibility for decisions remains with the recipients of this letter.

If you have any questions or require further information, please contact your Municipal Services Office at 519-873-4020 or toll-free at 1-800-265-4736.

Your continued support is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Harding". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

Elizabeth Harding  
Assistant Deputy Minister  
Municipal Services Division

Attachment

## Appendix A

### Infrastructure Planning Principles as provided for in the *Infrastructure for Jobs and Prosperity Act, 2015*

#### Principles

The Government, and every broader public sector entity, shall consider the following principles when making decisions respecting infrastructure:

1. Infrastructure planning and investment should take a long-term view, and decision-makers should take into account the needs of Ontarians by being mindful of, among other things, demographic and economic trends in Ontario.
2. Infrastructure planning and investment should take into account any applicable budgets or fiscal plans, such as fiscal plans released under the *Fiscal Transparency and Accountability Act, 2004* and budgets adopted under Part VII of the *Municipal Act, 2001* or Part VII of the *City of Toronto Act, 2006*.
3. Infrastructure priorities should be clearly identified in order to better inform investment decisions respecting infrastructure.
4. Infrastructure planning and investment should ensure the continued provision of core public services, such as health care and education.
5. Infrastructure planning and investment should promote economic competitiveness, productivity, job creation and training opportunities.
6. Infrastructure planning and investment should ensure that the health and safety of workers involved in the construction and maintenance of infrastructure assets is protected.
7. Infrastructure planning and investment should foster innovation by creating opportunities to make use of innovative technologies, services and practices; particularly where doing so would utilize technology, techniques and practices developed in Ontario.
8. Infrastructure planning and investment should be evidence based and transparent, and, subject to any restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of information,
  - i. investment decisions respecting infrastructure should be made on the basis of information that is either publicly available or is made available to the public, and
  - ii. information with implications for infrastructure planning should be

shared between the Government and broader public sector entities, and should factor into investment decisions respecting infrastructure.

9. Where provincial or municipal plans or strategies have been established in Ontario, under an Act or otherwise, but do not bind or apply to the Government or the broader public sector entity, as the case may be, the Government or broader public sector entity should nevertheless be mindful of those plans and strategies and make investment decisions respecting infrastructure that support them, to the extent that they are relevant. Examples of plans and strategies to which this paragraph may apply include,

- i. policy statements issued under section 3 of the *Planning Act*, and provincial plans as defined by that Act,
- ii. municipal water sustainability plans submitted under the *Water Opportunities Act, 2010*,
- iii. the Lake Simcoe Protection Plan established under the *Lake Simcoe Protection Act, 2008*, and
- iv. transportation plans adopted under the *Metrolinx Act, 2006*.

10. Infrastructure planning and investment should promote accessibility for persons with disabilities.

11. Infrastructure planning and investment should minimize the impact of infrastructure on the environment and respect and help maintain ecological and biological diversity, and infrastructure should be designed to be resilient to the effects of climate change.

12. Infrastructure planning and investment should endeavour to make use of acceptable recycled aggregates.

13. Infrastructure planning and investment should promote community benefits, being the supplementary social and economic benefits arising from an infrastructure project that are intended to improve the well-being of a community affected by the project, such as local job creation and training opportunities (including for apprentices, within the meaning of section 9), improvement of public space within the community, and any specific benefits identified by the community.

14. Any other principles that may be prescribed for the Government or the broader public sector entity, as the case may be.



185667 Grey County Road 9  
RR 1  
Dundalk, Ontario  
N0C 1B0  
**Phone:** 519-923-2110 ext. 230  
**Email:** [rmartell@southgate.ca](mailto:rmartell@southgate.ca)  
**www.southgate.ca**

**Township of Southgate  
Clerk's Department**

## MEMORANDUM

**DATE:** April 25, 2016

**FROM:** Raylene Martell, Clerk

**RE:** Human Trafficking Resolution

---

Please be advised that the following motion was passed at the April 20, 2016 Council Meeting as a result of correspondence received from MPP Laurie Scott.

**Moved by Mayor Fosbrooke, seconded by Councillor Gordon;**

**Whereas** human trafficking is a heinous crime that has been referred to as modern day slavery; and

**Whereas** traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

**Whereas** it is one of the fastest growing crimes that starts and stays in Canada, targeting victims - 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

**Whereas** Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

**Whereas** human trafficking is in our neighbourhoods and our communities;

**Therefore be it resolved that** the Council of the Township of Southgate support Bill 158, Saving the Girl Next Door Act, 2016, support MPP Laurie Scott's motion for a multijurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

**That** a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities. **Carried.** No. 332-16

Thank-you,

Raylene Martell, Clerk

Attachment: Correspondence received from Laurie Scott, MPP

**Laurie Scott, MPP**

Haliburton-Kawartha Lakes-Brock

**Queen's Park Office:**Rm. 434, Main Legislative Bldg.  
Queen's Park  
Toronto, Ontario M7A 1A8

Tel. (416) 325-2771

Fax (416) 325-2904

E-mail: laurie.scott@pc.ola.org

**Constituency Office:**14 Lindsay St., North  
Lindsay, Ontario K9V 1T4

Tel. (705) 324-6654

1-800-424-2490

Fax (705) 324-6938

E-mail: laurie.scottco@pc.ola.org

April 7, 2016

Mayor Anna-Marie Fosbrooke  
Township of Southgate  
185667 Grey Rd 9 RR 1  
Dundalk, ON N0C 1B0

Dear Mayor Fosbrooke,

I write to you today to ask you to support my efforts as MPP and PC Critic for Women's Issues, to call on the provincial government to take immediate steps to combat human trafficking in Ontario and to raise public awareness of this horrid crime.

Human trafficking is a heinous crime that has been referred to as nothing short of modern day slavery. It is one of the fastest growing crimes, and starts and stays in Canada – over 90 percent of victims are Canadian-born. Worse, Ontario is a major hub for human trafficking in Canada, as the proximity to cities along the Highway 401 corridor provides an accessible thoroughfare for traffickers, and the ability to keep victims isolated. Victims are lured over the internet, meaning that this crime is in our neighbourhoods, our communities and our towns.

Victims – predominantly girls averaging the age of 14, and shockingly as young as 11 – are lured into a nightmare that they can almost never escape on their own. Traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour.

On February 18, 2016, the Legislative Assembly of Ontario unanimously supported Bill 158 on Second Reading, which aims to take immediate steps against human trafficking in Ontario.

The bill provides as follows:

- Declare February 22<sup>nd</sup> as Human Trafficking Awareness Day in Ontario;
- Allow for an application to be brought by a parent of a trafficking victim under the age of 18, a trafficking victim aged 18 or over or an authorized agent such as Covenant House to obtain a protection order from a judge to prohibit the trafficker from contacting or approaching the victim. Such an order would remain in place for a minimum of three years;

- Create a tort or civil action of human trafficking, allowing victims to sue their traffickers for damages and an accounting of profits; and
- Amend the definition of “sex offender” under *Christopher’s Law (Sex Offender Registry)*, 2000 to include criminal offences for trafficking of victims under the age of 18 years.

In May of last year, I also received unanimous support for a motion asking the Government of Ontario to immediately create a provincial task force to combat human trafficking in Ontario.

The task force would have a similar structure and funding model to the Guns and Gangs Task Force. A multi-jurisdictional task force made up of specially-trained police officers, Crown prosecutors, judges, and frontline workers would coordinate information sharing, and collaboratively work to apprehend criminals and rescue victims. Training and education would also have to be specialized not only for law enforcement and the justice system, but for victims’ services, health care workers, schools and businesses.

The task force was endorsed by the Select Committee on Sexual Violence and Harassment, which I had the honour of co-chairing.

The two recommendations are as follows:

57. The Ontario government provide resources for the development of a coordinated approach to help victims of human trafficking, allowing providers of support services and the criminal justice system to share information and work collaboratively.

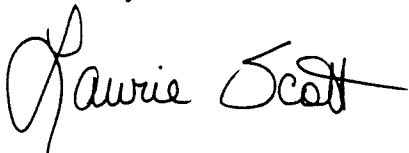
58. The Ontario government develop a multi-ministerial, province-wide strategy on human trafficking.

Ontario is far behind other provinces when it comes to combatting human trafficking and taking significant action. For instance, in Manitoba, they have enacted legislation as far back as 2012, which has seen multiple victims rescued and traffickers put behind bars for breaching protection orders.

I ask that you and your council members consider putting forward a resolution to support the following attached draft resolution.

I look forward to your support.

Sincerely,



Laurie Scott, MPP  
Haliburton-Kawartha Lakes-Brock

**Municipal Resolution on Anti-Human Trafficking Task Force  
and Bill 158, *Saving the Girl Next Door Act, 2016***

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

WHEREAS human trafficking is in our neighbourhoods and our communities;

THEREFORE BE IT resolved that the Council of (name of municipality) support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.



## **CITY OF WELLAND**

Legislative Services

Office of the City Clerk

60 East Main Street, Welland, ON L3B 3X4

Phone: 905-735-1700 ext. 2159 Fax: 905-732-1919

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April 21, 2016

**File No. 16-70**

Region of Niagara  
2201 St. David's Road  
P.O. Box 1042  
Thorold, ON L2V 4T7

Attention: Ralph Walton, Regional Clerk

Dear Mr. Walton:

**RE: April 19, 2016 – WELLAND CITY COUNCIL**

At its meeting of April 19, 2016, Welland City Council passed the following motion:

**"THAT THE COUNCIL OF THE CITY OF WELLAND supports the development of Provincial Legislation requiring the registration, licensing and setting Provincial Standards, for Private Supportive Living Accommodations, where the operator provides accommodations and where the operator provides or arranges for services that relate to the health, safety and security of the residents; and further**

**THAT Welland City Council requests the support of the Region and our local MP and MPP and that a copy of this recommendation be forwarded to all Ontario Municipalities and their local MPP's, AMO and FCM for support."**

Yours truly,

Tara Stephens  
Acting City Clerk

TS:cp

- cc:
- Vance Badawey, M.P.
  - Cindy Forster, M.P.P
  - Ontario Municipalities
  - Association of Municipalities of Ontario
  - Federation of Canadian Municipalities



# The Corporation of The Town of Amherstburg

April 29, 2016

VIA EMAIL

Taras Natyshak, MPP Essex  
Community Office  
316 Talbot St. N  
Essex, ON  
N8M 2E1

Dear Mr. Natyshak

Please be advised that at its meeting held on April 25<sup>th</sup>, 2016, Amherstburg Town Council passed the following motion:

**Resolution # 20160425-182** - That the Town ADOPT the City of Windsor's resolution regarding proposed upgrades to the Marathon Petroleum Facility and send a letter of support to all municipalities, MP's, and MPP's.

Regards,

Tammy Fowkes  
Deputy Clerk

cc: Tracey Ramsey, MP for Essex  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities

Attached: City of Windsor resolution re: Proposed Upgrades to the Marathon Petroleum Facility

**NOTICE OF COUNCIL DECISION**

Windsor City Council adopted the following resolution at its meeting held March 29, 2016

Moved by: Councillor Bortolin  
Seconded by: Councillor Elliott

Decision Number: CR204/2016

That Report No. 352 of the Environment, Transportation & Public Safety Standing Committee of its meeting held February 17, 2016 regarding "Windsor-Essex County Environment Committee Report No. 93 (Marathon Petroleum)" **BE RECEIVED**; and further,

**WHEREAS**, the letter from Andrew J. Drury, Senior Environmental Engineer, Air Quality Division, Department of Environmental Quality, Lansing, Michigan dated November 28, 2015 **BE RECEIVED**; and

**WHEREAS**, Marathon Petroleum Company LP has applied for Permits to Install (PTI) applications respectively, Application No.118-15 for the proposed Tier 3 Fuels Project and Application No. 122-15 for the proposed LPG Storage and Transfer Project at 1300 South Fort Street, Detroit, Michigan; and

**WHEREAS**, this facility is identified as a major source of air pollution and due to its proximity to the Canadian border is a source of transboundary air pollution; and

**WHEREAS**, the upgrades to this facility may result in a further increase in air emissions, **THEREFORE BE IT RESOLVED**, that City/County Councils **BE REQUESTED** to send a letter to Catherine McKenna, Minister of Environment and Climate Change regarding the proposed upgrades to the Marathon Petroleum facility.

Carried.

Report Number: SCM 9/2016  
Clerk's File: MB2016

*Steve Vlachodimos*

Deputy City Clerk/Senior Manager of Council Services

April 4, 2016

/jr

Jay vanKlinken, County of Lambton	jay.vanklinken@county-lambton.on.ca
WECEC membership	

# Jarvisway Board Meeting

March 10, 2016 @ 9 A.M.

Attendances - Randy Ruetz, Larry Grummett  
Jean Anderson, Karen Smoler, Marion Wylie  
Minutes from January 7, 2016 - Motion by Larry  
Grummett that we accept seconded by Jean  
Anderson. Carried

## Update To Existing Business

Hairdressing Chair is here and installed  
Thank you letter from The Tennants for it.  
Public Washroom has been painted, new  
vinyl, new trim, new Toilet.

Apt 114 completed painted, new vinyl and  
Trim, new Toilet Susan Clarkson has moved in

New Business - Brian Hemerling will do Lawn  
Mowing again this year for same price as  
Last year (\$70 per time) Moved by Jean  
Anderson that we accept, seconded by  
Larry Grummett. Carried

Received a letter from County of Wellington  
saying they are satisfied with our letter  
re: conflict of Interest with Marion Wylie  
Applied through Westalis Power for the Debt  
Retirement Charge Exemption and was  
approved so saved \$173.88 on this Hydro Bill  
Karen Smoler has also applied to Westalis  
for a Low Volume Consumer reduction rate  
which applies to multi-residential  
reduction. I have not heard back from this  
application as of yet.

Review Profit & Loss Statement

Accounts Payable

February \$ 22,798.68

March \$ 29,086.17

Motion by Larry Grummett to accept.  
seconded by Jean Anderson Carried

Next Meeting April 14, 2016 @ 9 AM.  
Auditor Corning

Adj - Landy Ruetz

President

Secretary  
Maureen Tyle

**Minutes of Parks & Recreation Advisory Committee Meeting**

**Meeting Date: Monday, April 4, 2016**

**Meeting Location: Harriston Train Station**

**Present:** Councillor Ron Elliott, Bill Raynard, Bob McEachern, Geoff Gunson  
**Staff Present:** Allan Carr, Recreation Facilities Manager  
Matthew Lubbers, Recreation Services Manager  
Grace Wilson, Recreation and Facilities Assistant  
**Guests:** Dwanye Koeslag, Sheila Grein  
**Regrets:** Councillor Dave Turton, Ryan Fisk, Dorothy Grotenhuis

Councillor Elliott called the meeting to order at 5:00 p.m.

**Delegation:**

Dwayne Koeslag and Sheila Grein appeared as a delegation on behalf of the Harriston Curling Club. The Harriston Curling Club would like to do some minor renovations to the basement carpet and lounge bar over the spring and summer. They have requested help from the Recreation Department to pay for half of the new carpet that will be installed in the basement. The cost will be approximately \$2,300.

**MOTION:**

Moved by: Bob McEachern and Seconded by: Geoff Gunson

**THAT:**

Harriston Curling Club goes ahead with their lounge bar project but hold off on the carpet while P.R.A.C. looks into possible ways to help fund the project.

**CARRIED**

Dwayne Koeslag and Sheila Grein left the meeting at 5:15 p.m.

**Review of February 28, 2016 Minutes:**

P.R.A.C. minutes from February 28, 2016 minutes were reviewed.

**MOTION:**

Moved by: Bob McEachern and Seconded by: Bill Raynard

**THAT:**

The P.R.A.C. minutes of February 28, 2016 be approved as circulated.

**CARRIED**

**Council Follow-Up:**

The Council of the Town of Minto approved the beverage agreement proposed by PepsiCo Beverages Canada.

**Service Manager's Reports:**

*Norgan Theatre*

Recreation Service Manager Matthew Lubbers reported that on February 29, the Norgan Theatre Board was presented with the 10<sup>th</sup> and final installment of \$3,000 from the Palmerston Lions Club. Lion Dave Wilson and Lion Bob McEachern presented the cheque to the Board. Service Manager Lubbers also reported that the debt is now down to \$11,000. Also Dave Wilson and Bob McEachern spoke as a delegation regarding the 70<sup>th</sup> Anniversary

## Minutes of Parks & Recreation Advisory Committee Meeting

Meeting Date: Monday, April 4, 2016

Meeting Location: Harriston Train Station

of the theatre and research they were in the process of doing on theatre founder George Norgan. Dave Wilson requested the Norgan Theatre Board assist him financially in creating a presentation for the Norgan's 70<sup>th</sup> Anniversary in 2017 and also acquiring original pictures from when the theatre was built. The board approved \$1,000 to assist Dave Wilson in his research. March at the Norgan was busy with rentals including Big Film Fest screening of Brooklyn, which drew a crowd of 180 attendees.

### *Program Progress Report*

Try It Sports started up again on March 29 and the first night went well. Grassroots Basketball starts on April 5 and the roster is filling up with eager kids ready to hit the court once again with Aaron Bridge. Ball Hockey begins on April 7 and 16 teams have signed up. The Minto Seniors Advisory committee is busy planning their Seniors Olympics and will be offering two new games this year. The games will be held on Thursday, June 9.

### *Recognition Night*

Service Manager Lubbers asked members of P.R.A.C if they knew of any residents or teams that have received awards at a regional, provincial or national level. P.R.A.C. is awaiting the results from the Juvenile National Broomball results in Arnproir, ON on April 13-16.

### Facilities Manager's Report:

#### *Facilities Update*

Palmerston Arena had repairs done to the overhead door and the Olympia. Also, at the Palmerston Arena a leak was detected in dressing room 2 and will be repaired once the ice is out. A request for proposals has been drafted for work to be done on the Palmerston Arena North Gabel. Harriston Arena had to repair the lobby furnace and Clifford Arena had to replace a coupling on the brine pump. Now that the ice is out in Clifford and Harriston the boards will get cleaned. Park clean-up has begun in all communities and the hydro pole at the Barb Wright Diamond was fixed by Westario. A problem with people driving on the parks and damaging the soccer fields has occurred and the police have been notified. The County of Wellington staff will assist in digitalizing and storing some of the inventory at the Palmerston Train Museum.

#### *Usage Update*

The 2016 ice season wrapped up in March at all three arenas. Mass Registration took place at all three community halls and Palmerston and Harriston also had March Break Camp. Clifford Arena hosted the first two weeks of Try It Sports and many of the halls and meeting rooms were once again booked with general meetings, card parties, coffee hours etc.

#### *Concession Booth Operations*

Facilities Manager Carr presented the Concession Booth Agreement he would like to tender out to any interested community group. Any group interested in the agreement will have to inform the Town of Minto with information on where the proceeds will go. Staff will review submissions in late May.

**Minutes of Parks & Recreation Advisory Committee Meeting**

**Meeting Date: Monday, April 4, 2016**

**Meeting Location: Harriston Train Station**

**MOTION:**

Moved by: Bill Raynard and Seconded by: Geoff Gunson

THAT:

The operation on the Harriston and Palmerston Arena concession booths be tendered for any local community groups to bid on with proceeds going to their organization.

**CARRIED**

New Business

Services Manager Lubbers reported that the Town of Minto is currently in the process of purchasing the White's Junction Trail from 7<sup>th</sup> line to Palmerston from the Palmerston Trail Association. Also, the Harriston Lawn Bowling Club is in the process of transferring ownership over to the Town of Minto. Facilities Manager Carr reported that he has included insurance and maintenance for the property in his 2016 budget.

The next meeting is Monday, May 30<sup>th</sup> at 5 p.m. at Drew Community Hall.

Grace Wilson  
Recreation and Facilities Assistant  
Parks & Recreation Advisory Committee



Minto Trails Committee Minutes  
March 30, 2016 10:00 a.m.  
Town of Minto Administration Office

Present: Mayor George Bridge, Councillor Jean Anderson, Matthew Lubbers and Bill White

Mayor Bridge called the meeting to order at 10:00 am

Road Allowance Update:

The Committee met with Ralph Tarr, Betty Tarr and Harry Binkley on March 7<sup>th</sup> regarding the Town-owned road allowance that dissects their properties. They presented their cases as to why a trail should not be created on the road allowance and suggested alternative options for committee consideration. Given the current use of the Town-owned road allowance by these landowners, the committee believes that an alternate route into Harriston from 7<sup>th</sup> Line should be pursued. Separate encroachment agreements with these landowners should be pursued in the meantime and CAO/Clerk Bill White will follow up on this matter at a future meeting.

Two alternate options are along the former rail tracks into Margaret St. and to follow White's Road to Highway 9 where the new roundabout will soon be located. The former rail tracks into Harriston from 7<sup>th</sup> Line have multiple owners and getting agreements with these owners would be complicated. The new roundabout is being installed by the County prior to September and an opportunity may exist to enhance the shoulders of White's Road from 7<sup>th</sup> Line to Highway 9 while equipment is on site. Currently, the shoulders are paved from the bridge around the bend to where the road allowance intersects White's Road. Paved shoulders from Highway 9 to the bridge and from the road allowance to 7<sup>th</sup> Line will be explored by Mayor Bridge with County staff.

The committee also discussed what can be done from the roundabout into Harriston on Highway 9.

Road Markings for White's Road:

Road markings denoting a cycle lane or walking trail will be looked into by CAO/Clerk Bill White.

White's Junction Trail Update:

The transfer of ownership from the Palmerston Trail Association to the Town is almost complete.

Harriston to Clifford Update:

A strategy to get from Harriston to Clifford will be created. A combination of road allowances and former rail tracks will likely be required.

Committee Membership Drive:

Prospective members have been identified and will most likely be invited to the next meeting.

Date and time for the next meeting will be in late May or early June. Adjournment at 11:00 a.m.

Matthew Lubbers  
Recreation Services Manager, Town of Minto

Minutes of April 14, 2016  
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE  
Town of Minto Administration Office 3:00 p.m.

Present:, Councillor Ron Elliott, Councillor Jean Anderson, Councillor Mary Lou Colwell, Economic Development Manager Belinda Wick-Graham, Treasurer Gordon Duff, Chair John Mock, Harold DeVries, Alison Armstrong, Jonathan Zettler, and Hope Reidt.

Regrets were received from Mayor George Bridge, CAO/Clerk Bill White, Kirk Brownell Kelly Schafer and Gerry Horst.

Wick-Graham opened the meeting at 3:12 p.m.

The Committee reviewed the previous meeting minutes.

**MOTION:**

**Moved by: Councillor Ron Elliott and Seconded by: Jonathan Zettler**

**That the Economic Development and Planning Committee approve the minutes of the March 10, 2016 meeting.**

**CARRIED**

Downtown Revitalization Update

The Committee reviewed the Harriston Downtown Revitalization minutes from April 4, 2016. The Committee is awaiting concept drawings on the public space in front of The Old Post and planning for the Street Party in August.

Wick-Graham reported that 257 resident surveys have been completed and the goal is 310.

TG Minto Employee Survey

Brownell was unable to attend the meeting but reported to Wick-Graham that the remainder of the TG Minto surveys have been completed. Surveys will be picked up and entered into the system.

Job Fair

Wick-Graham reported MSW Plastics and TG Minto attended the Job Fair in Arthur representing the Town of Minto. Approximately 70 people attended the Job Fair.

Career & Volunteer Fair

Wick-Graham reminded the Committee about the Career & Volunteer Fair at the Palmerston Community Centre on April 21<sup>st</sup> from 12:45 pm – 3:00 pm. This event is in partnership with Norwell DSS, Wellington North and Mapleton.

Butter Tarts & Buggies

Wick-Graham reported that ten Minto businesses have signed up to be a part of the Butter Tart & Buggies initiative.

Hawk's Nest

Wick-Graham reported that the live Hawk's Nest event will be taking place on June 21<sup>st</sup> in Kincardine. The Committee is focused on sponsorships right now. Tickets will go on sale shortly and are \$25 each. The night of the event seven businesses will "pitch" to the Hawk's for a chance at \$25,000.

Minutes of April 14, 2016  
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE  
Town of Minto Administration Office 3:00 p.m.

Spring Rural Romp

Wick-Graham highlighted that the Spring Rural Romp would once again be taking place throughout the northern portion of Wellington County on May 28<sup>th</sup>. Staff is currently working on signing up partners.

PitchIt

Wick-Graham reported that there were six entries for PitchIt and five finalists moving on to complete their full business plan and make their “pitch” to the judges.

Chamber of Commerce Update

Chair John Mock reported that the Minto Chamber of Commerce has set up sub-committees and is working through the implementation of the strategic plan. The Community Achievement Awards are taking place April 27<sup>th</sup> at the Harriston Legion. The Mayor’s Breakfast series will be kicking off May 6<sup>th</sup> in Clifford, May 13<sup>th</sup> in Harriston and May 27<sup>th</sup> in Palmerston.

Wick-Graham highlighted that WOWSA (Women of Wellington Saugeen Area) will be hosting the Canadian Premiere of “Dream, Girl” at the Norgan Theatre on June 9<sup>th</sup>. This is a documentary that speaks to empowering female leaders and entrepreneurs from a young age. All are welcome to attend and tickets can be purchased on the Norgan Theatre website for \$20. The World Premiere will be taking place at the same time in New York so special arrangements are being made to live stream the Q&A with the Director and Producer.

LaunchIt Update

Councillor Mary Lou Colwell reported that LaunchIt Minto is welcoming a new Board Member – Bernice Weber from Ag. Business & Crop Inc. Numerous training sessions are scheduled including sessions with Conestoga College and a Lunch N Learn with Westario Power.

Wick-Graham reported that she and Business Development Coordinator Gerber submitted an application to Libro Credit Union to offer some preliminary Agriculture related programming. Notification about the grant results is not expected until September.

IPM Update

Gordon Duff reminded the Committee that the kick-off event is April 30<sup>th</sup> at the Drayton Festival Theatre. Budgets are coming together and the big push right now is for sponsors. Exhibitor packages are expected to be out shortly.

Other Business

Wick-Graham reported that work is underway on new “Come Home to Minto” videos. The first video will feature The Old Post. Wick-Graham also reported that she attended the Builders Forum in Mildmay which resulted in some interest in the Clifford residential lots.

Minutes of April 14, 2016  
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE  
Town of Minto Administration Office 3:00 p.m.

Alison Armstrong reported that tenants will be moving into the Minto Rural Health Centre in the next week and official operations are expected to begin May 1<sup>st</sup>. Tenants include: Dr. Cressey, Family Health Team, Palmerston Hospital Foundation, Community Care Access Centre, Canadian Mental Health Association, St. Elizabeth Wound Care and the Family Health Organization. Two additional spaces remain to accommodate new doctors. Armstrong passed along kudos to the Town of Minto Council and Staff for their assistance in the project.

Hope Reidt reported that Wightman has launched their Home Builder Developer Program, are looking at hiring co-op students and volunteers to assist with the community channel and that there Fergus fibre install is underway.

Councillor Colwell reported that C&M Seeds was able to hire their latest employee through the Minto Job & Housing Portal.

Jonathan Zettler reported that the \$4 million available in the Phosphorus loading program has gone quickly and that this April is the coldest April in four years.

Harold DeVries noted that he and Business Development Coordinator Somer Gerber spoke to the grade 10 and 11/12 business classes at Norwell about entrepreneurship. He reminded the Committee that the deadline for Summer Company applications is May 6<sup>th</sup> and GWBEC is awaiting news on RED funding for a new program.

Treasurer Duff reported that the Town of Minto was successful in receiving funding through the Connecting Link Program for Clifford Main Street improvements and through the Ontario Community Infrastructure Program for projects in Palmerston. He also noted that the Cultural Roundtable is hosting a series of workshops on Volunteer Recruitment, Retention and Recognition.

Councillor Ron Elliott highlighted that Splash Pad Bash is taking place June 11<sup>th</sup> and the Party in the Park will be held June 25<sup>th</sup>.

**MOTION:**

**Moved by: Hope Reidt and Seconded by: Councillor Ron Elliott**

**That the meeting be adjourned.**

**CARRIED**

Adjournment at 4:34 pm

Next Meeting: May 12, 2016 at 3:00 pm at Town of Minto Council Chambers

Belinda Wick-Graham  
Manager of Economic Development

# CULTURAL ROUNDTABLE

## Minutes of April 25, 2016

Page 1 of 7

The Cultural Roundtable held its regular meeting on Monday April 25, 2016 at the Town of Minto Council Chambers. Roundtable members in attendance were Mayor George Bridge, Councillor Jean Anderson, Chair Andrew Gowan, Peggy Raftis, Meghan Raftis, Caitlin Hall, Willa Wick, John Cox, and Brooke McLean. Members of staff present were Business and Economic Development Manager Belinda Wick-Graham and Administrative Assistant Cally Mann. Guests in attendance were, Gregory Smith, Janice Hindley, Chad Martin, Wayne Martin, Bob McEachern, Delanie Toner and Mark MacKenzie.

Chair Andrew Gowan welcomed everyone and opened the meeting at 6:05 p.m.

The Committee reviewed the previous meeting minutes.

### **Motion**

**Moved By: Peggy Raftis**

**Seconded By: Willa Wick**

**THAT The Cultural Roundtable approve the minutes of the February 22, 2016 meeting.**

**CARRIED**

Mayor Bridge described that the County has recently added support for the County Museum and Archives in the form of a person to help with outreach programs and that as a result the County had conducted a review of the Palmerston Railway Heritage Museum. He also highlighted the fact that Minto's railway heritage will be highlighted at the IPM within the Town of Minto space in the County of Wellington Showcase.

Janice Hindley, the Administrator with the Wellington County Museum and Archives thanked Bob McEachern for the fantastic tour of the Palmerston Railway Station. Hindley provided the Roundtable with the Palmerston Railway Station Report. A copy of this report is attached as Schedule A. Mayor Bridge noted that there should be a subcommittee to help complete these objectives. He also mentioned that with Pearle Hospitality starting on the Elora Mill project it will once again be a tourist destination and the Train Station would be a tourist spot for train enthusiasts. Bob McEachern was confident that the three main rooms (ladies waiting room, main waiting room and the telegraph room) would be ready for the IPM in September. Chair Gowan complimented Janice on her proposal, stating it was well written with clear objectives. Anyone interested in sitting on the subcommittee is encouraged to send their information to Belinda Wick-Graham.

### **Recommendation:**

**Moved By: Meghan Raftis**

**Seconded By: John Cox**

**THAT The Council of the Town of Minto creates the Palmerston Railway Heritage Museum as a Sub-Committee to the Cultural Roundtable.**

**CARRIED**

Gregory Smith presented his 'Flipping the Iceberg' concept to the Roundtable. The group discussed what age group would benefit the most from this workshop, including the 'link' group who is entering grade 9, and the grade 9-12 students, Smith noted that the ideal age group is grade 8-9. Mr. Paul Richards, Principal at Norwell will be contacted to gain his input on this

**CULTURAL ROUNDTABLE**  
**Minutes of April 25, 2016**

Page 2 of 7

program as well. Smith mentioned the Optimist and Rotary clubs as possible funding contributors to the program which is a 1 day program at the cost of \$75 per person.

Mark MacKenzie discussed the Local Heritage Marker Program. This program goes beyond the house plaques to provide larger plaques to add the history of the building, person, event, etc. The cost of these plaques range from \$1400.00 to \$2000.00, and private owners would contribute to this amount. It was suggested that markers are added on the online cultural maps indicating the historical spots and adding additional historical information. The Roundtable discussed the recommendation process, deciding that the recommendation would be sent to a subcommittee and then the subcommittee's recommendation will be sent to the Cultural Roundtable for final consideration.

**Recommendation**

**Moved By: Meghan Raftis**

**Seconded By: John Cox**

**That the Council of the Town of Minto creates a Local Heritage Marker Ad Hoc Committee made up of representatives from local historical societies to develop the a Local Heritage Marker Program.**

**CARRIED**

Chair Gowan informed the Committee that the Volunteer Portal has some volunteer opportunities being added and has gained some interest as volunteer applications have started to come in. He also complimented Peggy Raftis on a wonderful job with the Cultural Roundtable pamphlets and noted that these will be mailed out to residents soon.

The Community Group meeting had a great turn out with approximately 30 people attending. Reva Cooper's presentation on Recruiting, Retaining and Recognizing Volunteers was well received and Roundtable members heard some positive feedback about the event

The Volunteer Seminars have 10 people registered for the series thus far from Minto and five from Wellington North. The first seminar takes place May 4<sup>th</sup> in Mount Forest at 6:00 pm.

Belinda Wick-Graham brought two applications for the Cultural Enhancement Grant for the Committee to review, the first being for the Harriston-Minto Agricultural Society and the second for the Minto Clifford Public School.

**Recommendation**

**Moved By: Peggy Raftis**

**Seconded By: Brooke McLean**

**THAT the Council of the Town of Minto approves Cultural Enhancement Grant CEG1 from the Harriston-Minto Agricultural Society for \$500 to add stilt walker entertainment to the 2016 Fall Fair.**

**CARRIED**

## CULTURAL ROUNDTABLE

### Minutes of April 25, 2016

Page 3 of 7

Wick-Graham noted that the Youth Council has hired Gabriella Leropoli as the Community Youth Resiliency Worker; she will be the new contact and has been invited to the next meeting.

Brooke McLean provided the Committee with an update on the Library. There was a busy March Break and there have been many programs added, including technological programs to help with the use of computers and iPads. She also noted that the Library has five mobile internet hot spots and five iPads for people to borrow.

Caitlin Hall reminded the Committee that the Farmers' Markets start dates are June 3<sup>rd</sup> and 4<sup>th</sup> and that there is lots of interest from new vendors. There are 11 spots in Minto on the Butter Tart and Buggies Trail, with 10 in the Township of North Wellington and eight in the Township of Southgate. She also mentioned having programs available to help integrate the Syrian Refugees that have been brought to Minto.

Willa Wick mentioned that she is looking to change the displays at the John Webb Gallery.

John Cox is very busy within the Chamber of Commerce with the 'Save Your Energy' lunch and learn with Westario on April 26<sup>th</sup>, the Achievement Awards on April 27<sup>th</sup>, and the Mayor's Breakfasts on May 6<sup>th</sup>, 13<sup>th</sup> and 27<sup>th</sup>.

Meghan Raftis informed the Committee about the Youth Theatre auditions on May 17<sup>th</sup> at 7:00 p.m.

Peggy Raftis reminded the Committee about "Bell's Reunion" opening date of May 7<sup>th</sup>. The fall production "Frozen Dreams" is slated to start mid-November, and a possible one-act Christmas show is being considered.

Bob McEachren relayed that the Palmerston Railway Heritage Museum recently acquired a conductor's rail cap and is conducting Grade 10 tours of the Station.

Belinda Wick-Graham commented that the Minto Arts Council's Main Street & Memories exhibit is ending April 27<sup>th</sup> and that the Juried Art Show is opening May 5<sup>th</sup>. The last two Film Fests have been well attended and the final Film Fest is on May 18<sup>th</sup>. The WOWSA is putting on a Canadian premiere of the documentary 'Dream Girl' on June 9<sup>th</sup> at the Norgan Theatre and there will be a live stream of the opening in New York, New York with a Q&A with the Director and Producer of the film. Bob McEachren is working with Wick-Graham on the Palmerston Railway banners to be installed downtown Wick-Graham also noted that the Palmerston Legion contacted her about putting Veterans banners up in Palmerston.

CULTURAL ROUNDTABLE  
Minutes of April 25, 2016

Page 4 of 7

Next Meetings:  
May 24th  
6:00 p.m.  
Launch It Office

June 14th  
6:00 p.m.  
Launch It Office

Cally Mann  
Recording Secretary

# CULTURAL ROUNDTABLE

## Minutes of April 25, 2016

Page 5 of 7

### Schedule A

#### PALMERSON RAILWAY STATION REPORT

On March 29, 2016, staff from the Wellington County Museum and Archives were invited to tour the railway station and meet with Warden George Bridge and Bob McEachern to discuss future plans for the station, outbuildings, and the park. WCMA staff was asked for their advice and assistance to move forward and meet the objectives for the station as set by the Town.

In our opinion, the station, boxcars, crew building and surrounding park are wonderful treasures that hold unlimited potential in terms of cultural tourism and recreation for not only the Town but for the County. The railway station houses a tremendous collection of archival material (paper, photographs, microfilm, books) and artifacts (objects) not only related to the railway but to a wide variety of subjects connected to Palmerston's history, as well as Minto's and the County's history.

We believe that to develop the station, its outbuildings and boxcars to their full potential would be a three to five year process. The WCMA is available to **assist** with advice, expertise, sharing resources, designing space and programmes, and letters of support for grant applications that the Town may submit.

This report contains staff suggestions based on our visit to the Palmerston Railway Museum.

#### Stage 1: 2016: Objective

- Open the three main rooms (ladies' waiting room, main waiting room, telegraph room) as an operating museum showcasing Palmerston and Wellington County railway history circa 1920s (date has not been determined yet) for September 2016 so that tours from the IPM can come through and experience the heritage site.

#### Issues to be addressed in Stage 1

- **Clear the space in the main waiting room of all items** including the five large display cases; the vertical and lateral file cases; framed art and prints on the walls; gift shop items; the large artifact on the floor; the slanted oak desk from the post office; tables and chairs; etc. Everything needs to be cleared out and stored and then selected items will be returned based on the design plan.
- Prepare a visual design of the interpretive areas showing where the stove, chairs, benches, trunks, suitcase, display cases, baggage carts, etc. would be placed for best traffic flow. It is critical that the interpretive plan be focused and clearly defined.
- TV monitors featuring looped DVDs are an excellent way to show scanned images of photos, documents, movies, artifacts strictly relating to the railway.
- Sounds of the train whistle and the conductors calling out "all aboard" or other announcements can be set with a motion sensor.
- Obtain quotes to replicate the bench in the main waiting room and the bench seating in the ladies' waiting room.

# CULTURAL ROUNDTABLE

## Minutes of April 25, 2016

Page 6 of 7

- Electric baseboard heaters in waiting rooms should at least be painted out in a colour that blends into the walls.
- Remove the window blinds from the waiting rooms.
- Source mannequins and clothing
- Create a dedicated gift shop area.
- Consolidate all research material into the research/genealogy room.
- Identify from inventory which relevant artifacts will be displayed. It is important that non-railway material is cleared out of the rooms and that the focus is kept very narrow.
- **Clear out the space in the telegraph room** including the removal of the “modern” table and chairs. Develop a visual design for the space and determine which artifacts are relevant to that room and will be displayed based on what that room is interpreting ie. telegraph office, ticket sales.
- Inventory artifacts from the three rooms that will be on display.

### Stage 2: 2017/2018: Objectives

#### Objective 1: Develop a dedicated research room in the existing computer room

Issues to be addressed:

- **Clear the space** of all unused, obsolete equipment.
- Inventory, store and possibly transfer archival material to the WCMA with copies provided to Minto for the research room.
- Digitize relevant collections, starting with railway history material, with the goal of making the railway collection available online. Collections on other subjects should not take priority until the railway collection has been digitized first.
- Determine the purpose and scope of the research room. Will it contain or provide access to railway history, Minto history, property history, genealogy? The design of the room will come from the stated purpose and scope.
- Temperature and humidity controls required if original archival material is stored in this room ( ie. newspapers, books, photographs, microfilm, etc.)
- Prepare a visual design for the space based on the purpose and scope. Appropriate shelving, work tables and chairs need to be sourced.

#### Objective 2: Determine Operating Framework

Issues to be addressed:

- Determine whether or not the Railway Station will operate seasonally (ie. May through October like the WCMA's Barn); the weekly hours of operation or will it be weekend only, and admission (ie. admission by donation and set fees for special events/programmes?)
- Funding sources
- Staffing levels/Governance ie. committee

# CULTURAL ROUNDTABLE

## Minutes of April 25, 2016

Page 7 of 7

- Partnerships
- Collection policy and procedures for donations
- Consider a Business Plan

### Objective 3: Develop public and school programming

Issues to be addressed:

- Which schools are attending now and what is provided to them?
- Develop curriculum based school programmes for elementary and high schools
- Set admission fee for school programmes
- The railway station and park hold tremendous potential for family/public programmes. Special Railway weekends/festival, scavenger hunts, morse code demonstrations, handcar races, guest speakers, costumed interpreters for special days, hands-on activities, music, downtown walking tours, etc. Consider what other area railway museums provide and adapt great ideas to the Palmerston site (Doon Heritage Village, Markham, St. Thomas, etc.)

### Objective 4: Develop the Cook Car, Box Car and Crew Station into public sites with exhibits and activities connected to those offered at the Main Station

Issues to be addressed:

- Clear the Crew Station space of all items, and store or transfer non-railway artifacts and material.
- Inventory railway artifacts and material into the collection database.
- Determine a visual plan for the space.
- Select relevant artifacts for display based on the interpretive purpose of the space.
- Determine how the Box Car and Cook Car will be used.
- Accessibility into the Cars.

Thank you for the opportunity to tour the Palmerston Railway Museum and Park, and we look forward to assisting you with this project.



Janice Hindley  
Administrator, Wellington Place, Museum and Archives



# Recreation Services Update

## Fall/Winter/Spring

May 3, 2016

# Agenda

- Why Recreation and How
- Community Programs
- Grassroots (Town) Programs
- Skating Opportunities
- Summer Initiatives

Fall and Winter  
Programs ▼

Community Programs

Grassroots Programs

Public Skating

# Why Recreation and How

- Social and Economic Growth
- Physical Literacy and Health
- Mental Well Being

A full 93% of survey respondents agreed that recreation and parks play an important role in knitting communities together and enhancing quality of life. Their answers indicate a strong understanding of how recreation and parks are integral to social change and community development.

PRO - Recreation & Parks Essential for Quality of Life (2009)

# Why Recreation and How

## The Economic Case For Investing In Recreation



**\$2.9 Billion**  
Labour income, jobs created by  
Canada's parks (2009)<sup>22</sup>



**\$3,773**  
Amount spent on recreation by  
average Canadian household  
(2012)<sup>23</sup>



**\$8.3 Billion**  
Total amount spent on  
recreational fishing contributed  
to local economies (2010)<sup>24</sup>



**\$134 Million**  
Amount spent by cyclists using  
Quebec's Route Verte (2013)<sup>21</sup>



**\$14.5 Billion**  
Amount Canadians spent on nature-  
based recreational activities (2012)<sup>25</sup>



**\$6.8 Billion**  
Total health care costs of  
physical inactivity in Canada<sup>23</sup>



# Why Recreation and How

- ‘Because it’s 2016’
- Town of Minto Slogan
  - Where Your Family Belongs
- Town of Minto Strategic Plan
  - Our Mission is to provide exceptional customer service while promoting healthy lifestyles
  - Maintain and enhance recreation opportunities to benefit persons of all ages and abilities

# Community Programs

- Minor Hockey Associations
- Figure Skating Clubs
- Broomball Leagues
- Dance Academy and Gymnastics Club
- Early Years Programs
- Church and Youth Programs



# Grassroots Programs

- Our Goals
  - Provide a variety of fun and affordable activities that introduce participants to various sports
  - When able, encourage participants to pursue more competitive or advanced local options
  - We offer options for children, youth, adults and older adults



# Grassroots Programs

- Grassroots Basketball
- Grassroots Hockey
- Babysitter Course
- Mass Registration
- March Break Day Camp
- Try It Sports Program
- Kid's Ball Hockey League

# Grassroots Basketball

- ‘The boys are having a great time’ – AM
- ‘Great program!’ - JO
- Since 2012, 12-20 kids per session



# Grassroots Hockey

- ‘It really is a great program’ – MF
- 4<sup>th</sup> year, 85 kids, some have ‘graduated’
- Low-key



# Babysitter Course

- 2-3 classes per year
- 6-12 registrants per class
- Use Harriston Train Station and Lions Club House
- Trained in-house staff run the course

## So, you want to be a babysitter?

...that is fantastic!

Parents everywhere are jumping for joy because one thing is for sure, great babysitters are in demand! Becoming a babysitter is serious business. What you do, or don't do can make a difference.

Learn the role of the babysitter, child development, caring for children, positive behavior management, home and outdoor safety and injury prevention, fire safety and first aid tips for children. Learn how to operate your babysitting business. Engaging and educational.

**Where:** Harriston Train Station  
**Date:** Friday January 22nd, 2016  
**Time:** 9:00am - 3:30 pm  
**Cost:** \$50.00

This course is for ages 11 and up, and includes a babysitters handbook and a wallet-sized completion card.

Please remember to bring a lunch and a doll with you!

For more information or to register, please call 519-338-2511 ext. 240



# Mass Registration

- One stop process
- Good turnout
- Partner with events



## Town of Minto 2016 Spring Mass Registration

Clifford Hall Tuesday March 8th 6:30pm—7:30pm	Harriston Arena Wednesday March 9th 6:30pm—8:00pm	Palmerston Arena Thursday March 10th 6:30pm—8:00pm
--------------------------------------------------------	------------------------------------------------------------	-------------------------------------------------------------

Adventure Camp (All 3 Locations)  
 Aquatics Programs (All 3 Locations)  
 Children's Ball Hockey League (All 3 Locations)  
 Clifford Grassroots Soccer (Clifford)  
 Clifford Library Programs (Clifford)  
 Four-Counties Youth Ball Hockey League (Palmerston)  
 Harriston Library Programs (Harriston)  
 Hometown Baseball (Clifford and Harriston)  
 Inline Skating Club (Harriston and Palmerston)  
 Minto Minor Ball (Harriston and Palmerston)  
 Minto United Soccer Club (All 3 Locations)  
 Palmerston EMC Summer Vacation Bible School (Palmerston)  
 Palmerston CRC Summer Vacation Bible School (Palmerston)  
 Palmerston Library Programs (Palmerston)  
 Try It Sports Program (All 3 Locations)

**Spring/Summer  
Mass Registration Night**  
 Your one-stop opportunity to register for  
 minor sport and recreation programs!

**CLIFFORD**  
 Tuesday, March 8  
 6:30 - 7:30 p.m.  
 Clifford Hall

**HARRISTON**  
 Wed., March 9  
 6:30 - 8:00 p.m.  
 Harriston Arena

**PALMERSTON**  
 Thursday, March 10  
 6:30 - 8:00 p.m.  
 Palmerston Arena

# March Break Day Camp

- ‘impressed with how all the staff worked with the differing age groups’ – RR
- ‘always excited to go back the next day’ – AD
- 31 kids/day average



# Try It Sports Program

- ‘This is a great program’ – CJ
- ‘Great time at Try It / Lacrosse’ – DM
- 21 kids aged 5-10
- Variety of Town facilities used



# Kid's Ball Hockey League

- 'Kids are looking forward to it!' – AP
- 16 teams, about 100 kids
- Thursdays for 6 weeks
- Optimist run tournament on Saturday May 14<sup>th</sup> to wrap up





- ## PALMERSTON

Please note that similar items may be used in a different manner or for a different purpose. All items are subject to change without notice.

## HARRISTON

Please note that neither this manuscript nor its associated supplementary material  
 submitted online will be placed into the final published version of this article.

CLIFFORD

Please note that access to this community may be requested, monitored or restricted at any time and is subject to the rules of the community. Facebook, and its associated services, are trademarks of Facebook, Inc.

# Minto Seniors Advisory

- Minto Retiree Activity Group
  - Bus trips and events of interest for older adults
  - Annual Seniors Olympics is June 9<sup>th</sup>
  - Save the date, most of you are eligible to attend!

## MINTO RETIREES ACTIVITY GROUP

### SENIORS' Olympics DAY

Olympic Events will include...

- Euchre
- Solo
- Table Games
- Lawn Bowling
- Shuffleboard
- Pickleball
- Trail Walk
- Pepper
- Ladder Golf
- Ball Toss



Come out and enjoy a full day!

Prizes!

**When: Thursday, June 9, 2016**

**Time: 9am-4pm (coffee & fellowship)**

**Cost: Pay \$22 prior to May 1st  
Pay \$25 on or after May 1st  
(delicious lunch included)**

**Where: Maple Leaf Room, Harriston Legion**

Mail completed form and cheque to:  
P.O. Box 63, Harriston, ON N0G 1Z0

**Fun & Fellowship!**

Jean Wallace 519-343-2836 Jim Connell 519-343-3293  
Lyle Murray 519-327-8650 Ross Wilkie 519-338-3707  
Doug Anderson 519-338-3467 Doddie Reid 519-343-5041



**You Could Win a \$10 Tim Card and help a great cause!**

Support WaterCan's Bottle Drive by bringing \$1 worth of returnable bottles on June 9th and you'll be entered to win.

# Minto Seniors Advisory



# Summer Initiatives

- Pools and Splash Pad
- Summer Adventure Camp
- Grassroots Soccer and Baseball
- Pickleball and Shuffleboard
- Minor and Adult Sports Leagues
- Ball Hockey in Clifford and Palmerston



# Conclusion

- We work closely with program volunteers, internal and external, to enrich Minto
- [town.minto.on.ca/departments/recreation](http://town.minto.on.ca/departments/recreation)





**TO:** Mayor Bridge and Members of Council  
**FROM:** Allan Carr, Facilities Manager  
**DATE:** April 21, 2016  
**SUBJECT:** Palmerston & District Community Centre North Gable Modification

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**STRATEGIC PLAN:**

5.6 Analyze, prioritize and evaluate major capital projects from a cost-benefit perspective to determine fiscally feasibility. Comply with Provincial Asset Management Plan rules and accepted practices for small rural municipalities.

5.7 Adopt and maintain fair and transparent procurement policies and by-laws to ensure the Town receives competitive pricing on tenders and proposals, and that local business has equal opportunity to submit bids.

5.8 Ensure operations, facilities and programs operate efficiently and effectively through a business plan process implemented at budget.

**BACKGROUND**

In 2006, the roof at the Palmerston and District Community Centre was replaced, but the North Gable on the facility was not included as part of the job. The 2016 Capital Budget includes repairs to the North Gable and lobby renovations in the facility. Moisture in the lobby area has just become an problem due to the condition of the gable. With some of the issues we have had with previous roof projects, it was decided that we receive proposals from three invited, prequalified businesses to provide us with proposals to do the work.



**COMMENTS**

Three companies were asked to bid on the project and the following proposals were:

D.J.Peat Roofing And Sheet Metal Ltd.	No proposal received
Smith-Peat Roofing And Sheet Metal Ltd.	\$48,165 + hst
Nedlaw Roofing Ltd.	\$56,750 + hst

The companies selected were on the recommendation of Allan Avis Architect. Work will be completed so existing programs and events are compromised.

**FINANCIAL IMPLICATIONS**

The North Gable Modification is in the 2016 budget and does not exceed monies budgeted for the project. The remainder of work done in the Palmerston and District Community Centre will be completed within the dollar amount allocated to the 2016 budget.

**RECOMMENDATION**

That Council receives the Report from the Facilities Manager and C.A.O. Clerk dated April 21, 2016 and approves the North Gable Modification be completed by Smith-Peat Roofing And Sheet Metal Ltd.

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Allan Carr, Facilities Manager

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CAO/Clerk, Bill White



## **TOWN OF MINTO**

**DATE:** May 3, 2016  
**REPORT TO:** Mayor and Council  
**FROM:** Cam Forbes, By-law Enforcement Officer  
**SUBJECT:** Updated Dog By-law

---

### **STRATEGIC PLAN:**

Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial Policies.

9.13 Implement short form wording and streamline by-law enforcement practices where possible to efficiently allocate resources to minor offences, and continue enforcing by-laws based on complaints keeping in mind available resources.

### **BACKGROUND:**

This By-law was last updated in 2005 to regulate kennels and the number of dogs that are kept at a single residence within the Town of Minto. There are some issues identified with the current by-law that this by-law addresses, as well as some proposed changes due to changing trends over the past 11 years.

### **COMMENTS:**

To update this by-law some changes and additions are needed to make it easier to understand and to make it easier to enforce. Some of the changes to the by-law are;

- Amending definitions including “Noise”, “Dog Control Officer” and “Pound Fees.
- Kennel provisions changed to correct the current By-law, including zones they are permitted in, minimum property size, and setbacks from a Kennel to a receptor;
- New clause making biting or attacking people or domestic animals an offence;
- Proposed increase in the number of dogs permitted on a property without requiring a Kennel license from 2 dogs to 3;
- Sentence added to address anyone that obstructs an Inspector, Dog Control Officer or By-law Enforcement Officer from enforcing this by-law;
- Price of dog tags increased to \$20.00/dog before April 1st and \$35.00/dog after March 31<sup>st</sup> (an increase used to offset the cost of enforcement of the by-law due to the change in dog tag procedures);
- Pound fee format amended to make administrative work more efficient (change from four differing fee rates per impounded dog to a flat rate plus daily pound fee);
- Several wording changes due to changes in enacting legislation; and,
- An increase in set fines for offences to reflect current economic conditions.

The Town’s current pound operator is Jim Renwick of Howick who has done this work for many years. Succession planning is needed to ensure the service is available in an affordable and effective manner into the future.

**FINANCIAL CONSIDERATIONS:**

The current fees of about \$12,000 budgeted cover the expense for Mr. Renwick and part of the Town's costs to implement and enforce the bylaw. The increase in fees will amount to over \$7,000 which will cover more of the Town's costs including planning for long term service options. Fees in other municipalities are more than the \$20 proposed for Minto.

**RECOMMENDATION:**

That the Council of the Town of Minto receives the By-law Enforcement Officer's May 3, 2016 report regarding the updated Dog By-law, and considers the By-Law in open session.

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Cam Forbes  
By-Law Enforcement Officer

**TOWN OF MINTO****DATE:** April 21, 2016**REPORT TO:** Mayor and Council**FROM:** Terry Kuipers, C.B.C.O**SUBJECT:** Palmerston Sewage Allocation Report

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**STRATEGIC PLAN:**

11.2 Continue to operate water treatment and distribution with the highest standards of public safety in mind and according to Provincial requirements using highly trained Town staff

**BACKGROUND:**

The sewage treatment plant in Palmerston has limited capacity. To ensure the plant remained in compliance within the Ministry of the Environment Guidelines, Council passed a Sewage Allocation By-law in 2011. This by-law helps ensure development does not exceed the capacity of the sewage treatment plant by allocating a certain number of units to future development. Initially, the totally available capacity was calculated to be equal to 130 residential units, of which 33 units were utilized by 2013. Due to Town initiatives to the decrease inflow and infiltration, calculations in 2013 revealed that the plant's additional capacity was a conservative 247 residential units, with 61 of these units being reserved units for anticipated development and 186 unreserved units.

The Sewage Allocation By-law 2011-43 was amended by By-law 2013-87, requiring the Chief Building Official and Public Works Director to report to the Council on the existing sewage capacity of the Palmerston Sewage Treatment Plant. As Council is well aware, Public Works continues to work on inflow and infiltration to increase the capacity of the plant. As Provincial capacity calculations cover a three or five year rolling average, it takes 3-5 years before the Town will see the full benefit of these projects.

**COMMENTS:**

The last report to Council indicated that there were 58 reserved and 185 unreserved residential allocation units remaining, leaving a total 243 units. Since then Palmerston has seen significant growth, with 25 residential units added. Of these, 16 units have been anticipated or have reserved units, and 13 were unanticipated development, leaving a total of 214 residential sewage allocation units remaining, of which 42 are reserved and 172 unreserved units.

In their recent official plan amendment the County growth forecast project an added 510 households in Palmerston in the next 20 years and another 125 through to 2014 (see adjacent chart). In order to ensure there is sufficient capacity to accommodate growth within a 20 year period in Palmerston capacity at the waste water plant will need to be increased.

	2016	2036	2041
<b>CLIFFORD</b>			
<i>Total Population<sup>1</sup></i>	875	1,270	1,350
<i>Households</i>	355	490	520
<b>HARRISTON</b>			
<i>Total Population<sup>1</sup></i>	2,095	3,260	3,240
<i>Households</i>	795	1,195	1,195
<b>PALMERSTON</b>			
<i>Total Population<sup>1</sup></i>	2,875	4,310	4,660
<i>Households</i>	1,080	1,590	1,715
<b>OUTSIDE URBAN CENTRES</b>			
<i>Total Population<sup>1</sup></i>	3,220	3,530	3,560
<i>Households</i>	1,050	1,160	1,180

**FINANCIAL CONSIDERATIONS:**

There are no financial considerations for this proposal at this time.

**RECOMMENDATION:**

That the Council of the Town of Minto accepts the report from the Public Works Director and Chief Building Official dated April 21, 2016 regarding Palmerston Sewage Allocation Report as information.

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Terry Kuipers, C.B.C.O  
Chief Building Official

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Brian Hansen  
Public Works Director



## TOWN OF MINTO

DATE: April 27, 2016

REPORT TO: Mayor and Council

FROM: Bill White, C.A.O. Clerk

SUBJECT: Access Request, Jeff Metzger, Lot 77, Jane Street  
Palmerston

### STRATEGIC PLAN:

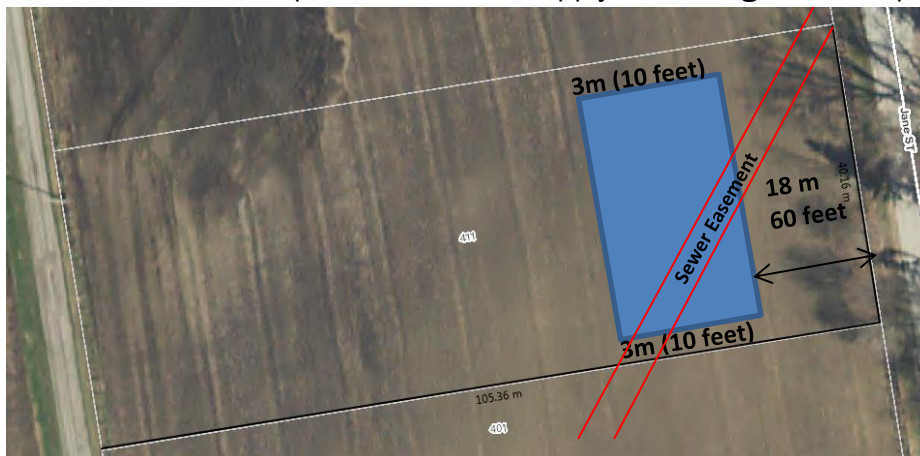
Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial Policies.

### BACKGROUND

The subject lot is west of Jane Street north of Elgin Street in Palmerston with 40 metres of frontage, 104 metres depth and 0.4 acres in area (about 1 acre).

Jeff Metzger advised his surveyor discovered a one foot reserve along Jane Street on Lot 77 and an easement for sanitary sewer diagonal across the lot. His attached request asks Council to allow access across the one foot reserve and lift the easement so he can build a home.

This lot is one of four similar sized lots fronting on this section of Jane just outside Palmerston's urban area. All the lots are zoned Agricultural-1, which allows one home to be built on each lot in a rural estate form. There are two active livestock barns in close proximity to the lots. Minimum distance separation does not apply to existing lot development. The sketch shows



a building envelope under the A-1 zoning. The home is so far from the front lot line it may make future urban development difficult. Across Jane Street there are eight lots fronting on the same stretch of road.

**COMMENTS:**

In the mid 1980's a previous owner tried for about three years to have the four lots re-developed, along with others nearby fronting on Elgin Street. At that time it was the municipal boundary between Township of Minto and Town of Palmerston that could not be overcome to permit development.

Lots such as these on the edge of an urban area fronting on a street with full municipal services would ideally be developed as fully serviced residential. The urban area boundary creates an issue under Provincial Planning Policy as a "comprehensive review" may be needed before expanding the urban area into rural lands. While such a review might be successful it will take several months to accommodate agency and public comments. One issue will be minimum distance separation from nearby barns which applies to "urban" form development but on rural estate homes even though the "impact" is essentially the same.

The Town will soon tender construction work on the street. If development is to proceed in an urban form the lots should be “pre-serviced” with water and sewer connections to the lot line so Jane Street is not disturbed immediately after re-construction. However, the Town should not incur the cost of “pre-servicing” lots that could be many years before approval.

Staff consulted the Wellington County Planning Department to see if the Town could reach an agreement to allow one home on one lot as a condition of permitting access over the one foot reserve by requiring a rezoning or minor variance to require the home closer to the street and on the side of the lot so that future severance is possible. Ideally this standard would apply to all four of the existing lots.

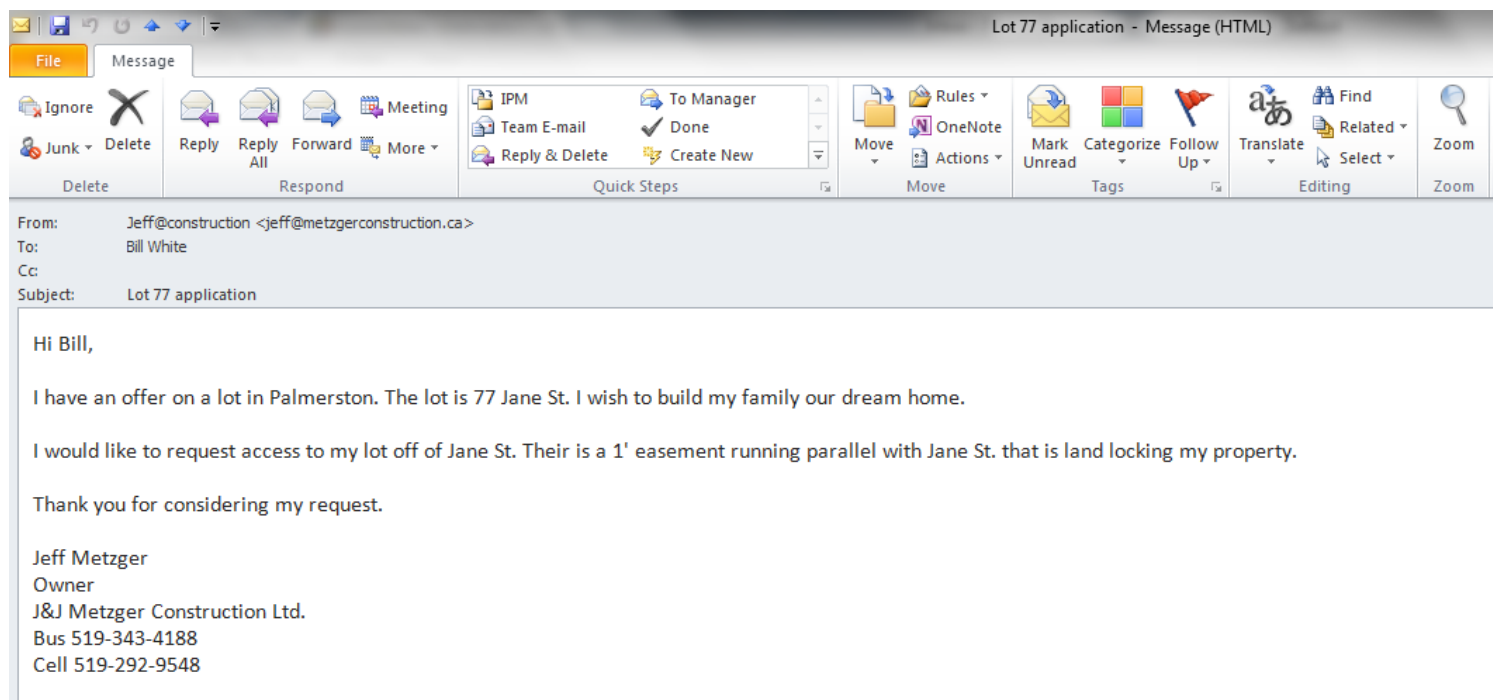
### **FINANCIAL CONSIDERATIONS:**

The agreement will allow for more efficient future development to make cost effective use of municipal sewer, water and roadway services.

### **RECOMMENDATION:**

That Council receives the C.A.O. Clerk’s April 27, 2016 report regarding Access Request, Jeff Metzger, Lot 77, Jane Street Palmerston, and that Council approve in principal access across the one foot reserve and discharge of the easement subject to an agreement being reached with Jeff Metzger to establish a procedure acceptable to Wellington County Planning to allow a house location and servicing that might allow for future urban development.

Bill White, C.A.O. Clerk





**TOWN OF MINTO**

**DATE:** April 26, 2016  
**REPORT TO:** Mayor and Council  
**FROM:** Gordon Duff, Treasurer  
**SUBJECT:** Connecting Link Fund – Contribution Agreement

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**STRATEGIC PLAN:**

5.1 Actively seek out Federal and Provincial grants and revenue-sharing programs, and promote sustainable and equitable funding programs that require a minimal amount of reporting and promote local autonomy.

5.3 Ensure financial plans to include a blend of capital financing methods including long term debt, user fees, grants, internal reserves and taxation, and maintain reserves to the point where Minto reduces reliance on borrowing or tax increases to finance major capital expenditures.

**BACKGROUND:**

The Town of Minto has benefited from the Ontario Connecting Links program in the past. We were disappointed to learn that this funding option was cancelled a couple of years ago. Through lobbying by the Association of Municipalities of Ontario, the Town of Minto and other concerned parties, the Province listed and re-established this small, but vital funding envelope. On December 1, 2015 Council endorsed a proposed application which set two sections of Connecting Link as the Town's top priority project.

**COMMENTS:**

The Town was pleased to receive notice that Minto will receive up to \$1,935,806 in funding representing 90% of total eligible costs for the reconstruction of Elora Street in Clifford from the southerly limits to James Street. Another funding application will be submitted to cover the portion from James Street to the northerly limits.

There is a considerable amount of engineering, design work and submission for approvals necessary to be performed by Triton Engineering and subsequent acceptance of these applications before actual construction can begin. It is proposed to complete this part of the project in 2016-2017 with the major construction activity to take place in 2018.

**FINANCIAL CONSIDERATIONS:**

The Town will still be responsible for 10% of the eligible costs amounting to approximately \$215,000. In addition, any ineligible costs such as streetscape improvements will be the responsibility of the Town of Minto.

**RECOMMENDATION:**

THAT Council receives the report from the Treasurer dated April 26, 2016 regarding the Contribution Agreement for the Clifford Connecting Link project and considers a by-law in open session authorizing the Mayor and C.A.O./Clerk to sign the agreement.

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Gordon Duff, CPA, CGA  
Treasurer



**TOWN OF MINTO**

**DATE:** April 29, 2016  
**REPORT TO:** Mayor and Council  
**FROM:** Gordon Duff, Treasurer  
**SUBJECT:** Approval of Accounts April 30, 2016

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**STRATEGIC PLAN:**

Fiscal Responsibility/Financial Strategies - strategies support the goal of being a fiscally responsible municipality.

**BACKGROUND**

The following is a summary of accounts by Department paid for April 29, 2016:

Administration	\$ 277,191.75
People & Property	1,413.33
Health & Safety	
Health Services	
Building	9,337.72
Economic Development	5,580.76
Incubator	1,186.26
Tourism	2,453.60
Fire	17,712.28
Drains	10,437.81
Roads	75,187.01
Cemetery	
Streetlights	1,367.98
Waste Water	41,747.49
Water	55,020.47
Minto in Bloom	241.31
Recreation	7,940.16
Clifford	2,015.30
Harriston	11,146.41
Palmerston	18,283.19
Norgan	5,427.53
	\$ 543,690.36

**COMMENTS:**

The above information is provided to provide an update on monthly spending by Department as public information. Council also receives three budget update reports per year outlining the status of budget to actual for the capital plan and operating budgets.

Council receives by email a detailed summary of accounts including personal information about identifiable individuals that is protected under the Municipal Freedom of Information Act. The auditor supports Council approving the accounts in this fashion.

**FINANCIAL CONSIDERATIONS:**

Council's approval of the accounts increases transparency by disclosing monthly spending by Department.

**RECOMMENDATION:**

That Council of the Town of Minto receives the Treasurer's report dated April 29, 2016, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for March and April 2016.

Gordon Duff, Treasurer

**TOWN OF MINTO****DATE:** April 7, 2016**REPORT TO:** Mayor and Council**FROM:** Mike McIsaac, Roads Foreman**SUBJECT:** Wellington County Local Roads Maintenance Agreement

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**STRATEGIC PLAN:**

Maintain cost effective and appropriate partnerships with the Province, County and nearby municipalities to provide for efficient ongoing maintenance of infrastructure including but not limited to sharing staff resources, using similar technology, establishing joint standards and other areas of mutual benefit.

**BACKGROUND:**

Historically there have been mainly informal agreements between County and local Municipal staff regarding maintenance activities completed on Wellington County roads in urban, semi urban and rural areas. With amalgamation, staff duty changes and retirements over the years there is not a consistent approach throughout the County.

The County has passed a by-law authorizing agreements to be signed with local municipalities (see attached) which state the following responsibilities for County roads:

1. Rural area roads maintained 100% County including ditches, signage, line painting etc. across full road allowance. Town staff inspects “stop” and “stop ahead” signs on its roads leading to County roads in winter; County assumes 100% liability for this work.
2. Semi urban area roads 100% County maintenance including curb, gutter, surface water drainage (ditches or underground and catch basins) as well as line painting etc. Same arrangement as rural areas regarding “stop” and “stop ahead” signs on its roads leading to County roads in winter.
3. Urban area roads County 100% responsible for up to three paved lanes (including curbs but not including sidewalks and boulevards) where street parking provided, plus one spring clean-up (sweeping), traffic signals, lighting (standard poles), surface water drainage (underground and catch basins or ditches if applicable), and century trees (installation only not maintenance). Similar arrangement on “stop” and “stop ahead” signs on its roads leading to County roads in winter.
4. All bridges and culverts County responsibility as is signage except those needed for local roads, while Town does mowing, and maintains sidewalks, boulevards, sanitary sewer and water services.
5. Cost sharing agreements of 25% County where their roads intersect with connecting links in Harriston (CR 109 and Hwy 9 and 89) and Clifford (CR 2, Allan Street and Hwy 9).

**COMMENTS:**

County and Municipal staff were jointly involved in creating this formal agreement based on previous understandings, Provincial Minimum Maintenance Standards and what works in the field. There will likely be minor variations in this agreement between local municipalities depending on their circumstances but the intent is to formalize a more consistent approach.

The agreement benefits both parties by helping more clearly define responsibilities, liabilities and financial obligations.

**FINANCIAL CONSIDERATIONS:**

Cost recovery for services rendered based on percentages proposed in the agreement. The agreement should not alter current payments from the County to the Town for winter maintenance nor increase Town maintenance costs as budgeted.

**RECOMMENDATION:**

THAT Council of the Town of Minto receives the Road Foreman's Report dated April 7, 2016 regarding Wellington County Local Roads Maintenance Agreement and that a by-law authorizing execution of the standard agreement with Wellington County regarding rural, semi urban and urban road maintenance responsibilities.

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Mike McIsaac  
Road Foreman



## TOWN OF MINTO

DATE: April 11, 2016

REPORT TO: Mayor Bridge and Members of Council

FROM: Mike McIsaac, Roads Foreman

SUBJECT: Municipal Drain #39 Improvement

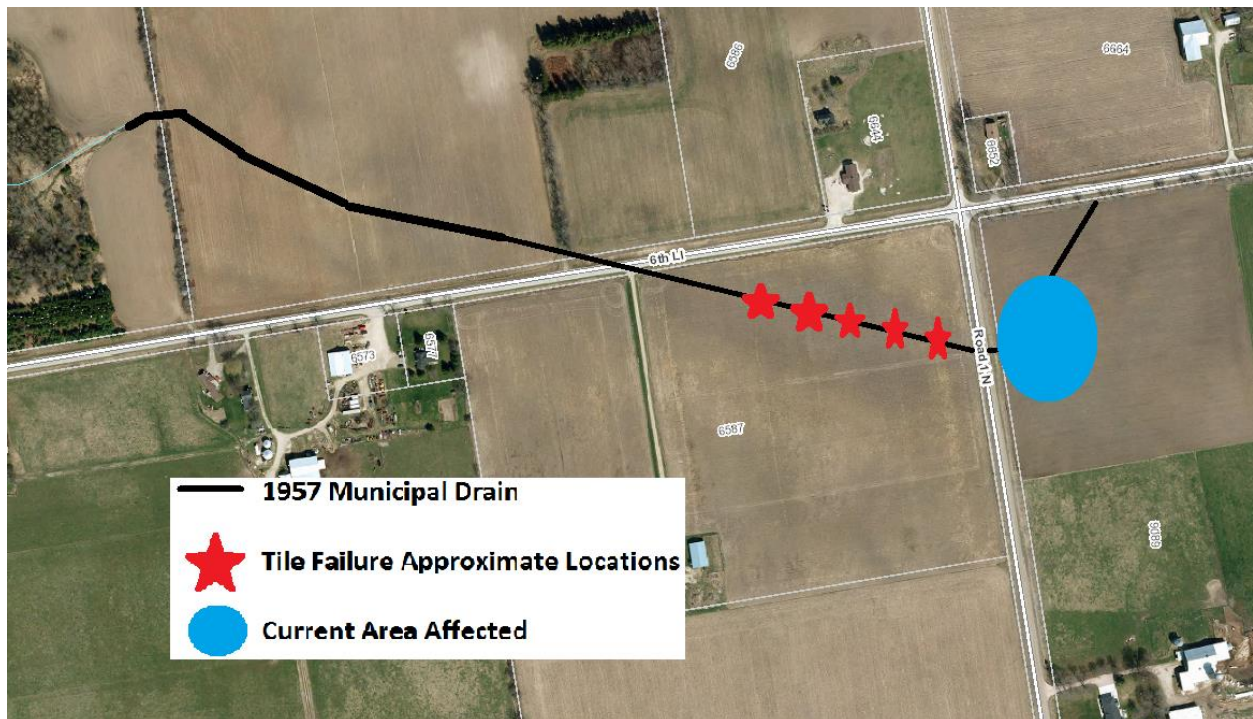
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### **STRATEGIC PLAN:**

Support programs that maintain Minto's strong agricultural identity, enhance agricultural work, and protect and restore the natural environment given Minto's location in the heartland of Ontario surrounded by farmland and acknowledging that farming and a healthy natural environment are inextricably linked.

### **BACKGROUND:**

Staff has responded to multiple tile failures on Municipal Drain #39 over the past few years (locations below), and on April 6, 2016 received a signed section 78(1) petition under the Drainage Act requesting improvements from an affected property owner (See attached).



Section 78(1) of the Drainage Act states any drainage work constructed under a by-law passed under the Act (or any predecessor) that Council considers appropriate for the better use, maintenance or repair of the drainage works or of lands or roads, may be undertaken according to the report of an engineer appointed by the municipality without a petition.

### **COMMENTS:**

Dietrich Engineering Limited was previously appointed by Council to conduct procedures under the Drainage Act. Triton Engineering is the Town's approved engineering consultant

and is now assigned to find a consulting engineer for the work. They have not concerns with Dietrich being appointed in this case.

Dietrich will provide a report to Council under Section 78.1 outlining improvements needed to address the concerns in Municipal Drain 39. As the potential project may have ranging impacts, Dietrich's proposes to have an initial meeting with landowners in the watershed area to ensure all potential improvements are identified and to accept feedback on the approach being considered.

**FINANCIAL CONSIDERATIONS:**

The cost of the Engineering Report is assessed against all affected landowners and road authorities if Council decides to proceed with the project. The Engineer will also set the percentage assessment of the approved works that each landowner and road authority will pay upon completion of the project.

**RECOMMENDATION:**

That the Council of the Town of Minto receives the Road Foreman's report regarding the Municipal Drain Petition and Improvement under Section 78 of the *Drainage Act* and appoints Dietrich Engineering Limited to represent the Town's interest in this regard.

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Mike McIsaac  
Road Foreman

## Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990, c. D.17, subs. 78(1)

To: The Council of the Corporation of the TOWN of MINTO

Re: MUNICIPAL DRAIN #39  
(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ Changing the course of the drainage works;
- ☒ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;
- ☒ Otherwise improving, extending to an outlet or altering the drainage works;
- ☐ Covering all or part of the drainage works; and/or
- ☐ Consolidating two or more drainage works.

Provide a more specific description of the proposed drain improvement you are requesting:

Improving the drainage works originally provided in the 1957  
report and plan

### Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

CON 6 PT LOT 5

Ward or Geographic Township

MINTO

Parcel Roll Number

23-41-000-004-15100-0000


If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.



### Select Ownership Type

Enter the mailing address and primary contact information of property owner below:

Last Name <u>Ross</u>		First Name <u>Ronald</u>	Middle Initial <u>C</u>
Mailing Address			
Unit Number	Street/Road Number	Street/Road Name	PO Box
		<u>9089 ROAD 1 N RR 3</u>	
City/Town <u>HARRISTON</u>		Province <u>ON</u>	Postal Code <u>N0G 1Z0</u>
Telephone Number <u>519 338-2514</u>	Cell Phone Number (Optional)		Email Address (Optional)

To be completed by recipient municipality:

Notice filed this <u>6<sup>th</sup></u> day of <u>April</u> 20 <u>16</u>	
Name of Clerk (Last Name, First Name) <u>WHITE, BILL</u>	Signature of Clerk 

PRINT + SIGN X	<u>Ronald C Ross</u>	
PRINT + SIGN X	<u>Debra Ross</u>	

**TO:** Mayor Bridge and Members of Council  
**FROM:** Brian Hansen, Public Works Director  
**DATE:** April 28, 2016  
**SUBJECT:** RFQ Results for Trucks

**STRATEGIC PLAN:**

5.7 Adopt and maintain fair and transparent procurement policies and by-laws to ensure the Town receives competitive pricing on tenders and proposals, and that local business has equal opportunity to submit bids.

**BACKGROUND**

Request for quotes for one new 2016 5500 Series 4X4 Cab and Chassis (replacing the 2004 service truck shown below) and one new 2016 1500 Series 4X4 pick-up truck (replacing 2005 Truck #18) closed Tuesday April 26, 2016.



Both trucks will be equipped with the necessary safety equipment, tools and accessories such as box lining and under body oiling to prolong the life expectancy of the vehicles.

These vehicles will be used in the water and wastewater departments. The Trade in of a 2005 Silverado 4X4 was included in the request for quote. The larger service truck will be placed on the GovDeals Public Auction Site as this kind of vehicle will obtain better pricing than in trade.

**COMMENTS**

One quote was received for each RFQ from Leslie Motors of Harriston for the following amounts:

RFQ#	Vehicle Type	Base Amount	Trade in Value
2016-09	2016 F-550 S/C Chassis	\$51,962.00	
2016-10	2016 F150	\$40,674.00	-\$1,500.00

HST is not included in these prices. The service body on the new F550 cab and chassis will be manufactured and installed by Eloquip within the budgeted amount in accordance to all MTO and Federal Regulations and safety requirements.

### **FINANCIAL IMPLICATIONS**

The replacement vehicles and service body are within the 2016 Capital budgeted figures. These vehicles are over 10 years old and under the approved replacement plan the target is after seven years.

### **RECOMMENDATION**

That Council of the Town of Minto receives this report regarding RFQs 2016-09, 10 for trucks from the Public Works Director and approves the purchase of the new vehicles from Leslie Motors, Harriston

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Mike McIsaac  
Roads Foreman

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Brian Hansen  
Public Works Director

**TOWN OF MINTO****DATE:** April 28, 2016**REPORT TO:** Mayor and Council**FROM:** Brian Hansen, Public Works Director**SUBJECT:** Asphalt Tender**STRATEGIC PLAN**

Fiscal Responsibility/Financial Strategies - strategies support the goal of being a fiscally responsible municipality.

**Proposed Draft Strategic Plan Initiative**

- 5.7 Adopt and maintain fair and transparent procurement policies and by-laws to ensure the Town receives competitive pricing on tenders and proposals, and that business has equal opportunity to submit bids.
- 11.3 Develop a transportation plan that includes a roads and bridges inventory and capital replacement program keeping in mind sustainable funding sources, impact on tax rate, minimum construction and maintenance standards.

**BACKGROUND**

Asphalt tenders closed April 26, 2016 for padding, surface asphalt and shoulder gravel on 3.25km of the 6<sup>th</sup> Line of Minto starting at County Road 6 and 4km on Baseline Road from Hwy 89 to the Minto limits. Also included in the tender is approximately 205m of Minto Pines Road receiving asphalt surface and gravel edging. Two tenders were received.

Contractor	6 <sup>th</sup> Line (Excluding HST)	Baseline Road (Excluding HST)	Minto Pines Road
The Murray Group Limited	\$216,538.00	\$242,071.00	\$17,555.80
Steed and Evans Ltd.	\$251,468.00	\$285,570.00	\$18,328.00

**COMMENTS:**

Staff has reviewed the submissions and recommends awarding to the lowest bidder The Murray Group for a total cost of \$476,164.80 excluding HST.

**FINANCIAL CONSIDERATIONS**

The 6<sup>th</sup> Line has a Capital Budget of \$283,000.00 in 2016. Baseline Road and Minto Pines Road has 50/50 cost sharing with the Municipality of West Grey and the Minto portion will be completed under the 2016 Operating Budget for Hardtop Resurfacing.

**RECOMMENDATION**

That Council receives the April 28, 2016 report from the Public Works Director regarding Tender 2016-08 'Asphalt' and approves the hiring of The Murray Group Limited at the combined tender price of \$476,164.80, excluding HST.

Brian Hansen, Public Works Director

Mike McIsaac, Road Foreman

**The Corporation of the Town of Minto**  
**By-law No. 2016-29**

to authorize the Mayor and CAO Clerk to execute a Road Maintenance Agreement between the Corporation of the Town of Minto and the County of Wellington

**WHEREAS** Section 9 of the Municipal Act, S.O. 2001, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 5 (3) of the Municipal Act, S.O. 2001, as amended, provides that municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** the Town of Minto wishes to enter into a Road Maintenance Agreement with the County of Wellington to clarify the role of the County and the Municipality in road maintenance operations;

**AND WHEREAS** Schedule A attached hereto forms a part of this by-law;

**NOW THEREFORE** the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Road Maintenance Agreement attached hereto as Schedule "A".
2. That this By-law shall come into force and take effect on the date of final passing thereof.

Read a first, second, third time and passed in open Council this 3<sup>rd</sup> day of May, 2016.

\_\_\_\_\_  
Mayor George A. Bridge

\_\_\_\_\_  
C.A.O. Clerk Bill White

## MAINTENANCE AGREEMENT

This agreement made this    day of    , 2016.

Between

The Corporation of the County of Wellington  
herein called the “County”  
of the First Part

and

The Corporation of the Town of Minto  
hereinafter called the “Municipality”  
of the Second Part

### **PREAMBLE**

Historically the County has carried out road maintenance operations within urban areas of Wellington but not consistently across Wellington. Ad hoc Agreements between County Foremen and local Road Superintendents were common and included sharing road maintenance operations, exchange of services or one party paying for the road maintenance operations done by the other. Although the system worked well, it was not consistent across Wellington.

Further, when twenty-one former municipalities were amalgamated into seven new municipalities, new Road Supervisors became responsible for areas formerly maintained by others.

In addition, in some Municipalities, the downloading of some provincial highways, connecting links which shared responsibility between the Ministry of Transportation of Ontario and the local municipality have now been transferred back to the local municipality who in turn has transferred those roads to the County.

In other municipalities, the provincial highways were not downloaded and therefore “Connecting Links” still exist in those municipalities though these are no longer funded by the Province.

As a result of the above, road maintenance operations in urban areas in Wellington are generally done through guidelines used in the former “Connecting Link Agreement” and in other areas in Wellington maintained by “gentlemen’s” agreements between County Foremen and the local Road Manager.

The purpose of this Maintenance Agreement is to clarify what the County **IS** responsible for and by default what the County is **NOT** responsible for on County roadways within rural, semi urban and urban centres throughout Wellington.

**This is not a policy statement of how, when or the level of service to be provided but by whom. This is maintenance agreement only. Capital works will be dealt with through other agreements.**

WHEREAS the County wishes to enter into a Maintenance Agreement with the Municipality to clarify the role of the County and the Municipality in road maintenance operations;

AND WHEREAS the purpose of the Maintenance Agreement is to clarify what the County is responsible for on County roads within rural, semi urban and urban centres throughout the County of Wellington (“Wellington”).

## **DEFINITIONS**

“bridge” means a public bridge forming part of a highway or on, over or across which a highway passes;

“century trees” in the context of this policy shall mean trees approximately 50 to 100 years old that were generally planted on the property line within urban areas with a 24” or greater diameter,

“city”, “town”, “village”, “township” and “county” respectively means a city, town, village, township, or county; the inhabitant of which as a body corporate within the meaning and purpose of the Municipal Act;

“highway” means a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and, except as otherwise provided, includes a portion of a highway;

“local municipality” means a city, town, village and township;

“maintenance” or “maintained” means the act of keeping something in a state of good repair;

“municipal water system” means underground system of pipes for residential, commercial and industrial potable water and includes but is not limited to fire hydrants, water services, and valve boxes;

“road” refers specifically to the travelled road surface on a roadway assumed by a road authority;

“roadside” refers to all the elements or conditions which make up the roadway within the jurisdiction of the roadway authority except for the road surface itself;

“roadway” in the contents of this policy means any publicly assumed road right of way, for vehicular traffic and includes the road plus roadside. For “rural” this definition will imply property line to property line. For “semi-urban” and “urban” areas this definition will imply back of curb to back of curb or where there is no curb to front edge of sidewalk or where there is no sidewalks to property line;

“rural” light density agricultural and residentially undeveloped with generally open ditches and generally speed limits of 80 km/hr;

“sanitary sewer system” underground collection system for residential, commercial and industrial liquid waste and includes sanitary sewer manholes;

“semi-urban” medium density residential industrial commercial with open or closed drainage and generally speed limits of 50-60 km/hr or less;

“sidewalks” for the purpose of this agreement shall mean a walkway of concrete, asphalt, brick or dirt that runs parallel and between the curb and if no curb the shoulder of the road and the adjacent property line and is used for pedestrian traffic;

“shoulder” is that maintained surface immediately adjacent to the traveled surface of the road. The shoulder may be partially or fully hardtop, loose top, grassed or earth. It is not considered a part of the road for this policy;

“storm sewer system” an open ditch including culverts, or buried pipe including catch-basins, manholes, curb and gutter, designed for the purposes of collecting and disposing of storm water;

“urban” all densities, all types, generally closed drains and 50 km/hr or less;

“utilities” means gas, hydro, street illumination, telephone, television cable, and includes valve boxes, overhead or underground cables, or pipes to conduct same;

**RURAL AREAS**

The County will be responsible for all road maintenance operations in accordance with County standards on all County roadways within rural areas subject to agreement with other road authorities who have been contracted to undertake this work on behalf of the County.

At intersections of County road and municipal roads where a stop bar is required, as per Books 5 and 11 of the Ontario Traffic Manual, the County will paint the stop blocks.

In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 1 details the cost sharing for roads maintenance operations in Rural Areas and the scope of work by the County and the Municipality.

**SEMI URBAN AREAS**

The County will be responsible for all road maintenance operations in accordance with the County standard on all County roadways within a semi-urban area including the storm sewer system, whether open or closed, catch basins and curb and gutter, where applicable.

The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.

At intersections of County road and municipal roads where a stop bar is required, as per Books 5 and 11 of the Ontario Traffic Manual, the County will paint the stop blocks.

In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 2 details the cost sharing for roads maintenance operations in Semi Urban Areas and the scope of work by the County and the Municipality.

**URBAN AREAS**

County roads in Urban Areas have unique characteristics and demands that are not found in Rural Areas. Quite often the County road is a major street within a Town or Village that shares the same road allowance with sidewalks, storm and sanitary systems, water, utilities, street lights etc. Because of this it is necessary to establish who does what and who pays for what. The following is a list of maintenance activities and cost allocation to each party.

- 1) During winter operations, where on street parking is provided, the County will maintain the equivalent of three traveled lanes. The Municipality will be responsible for the maintenance of the remainder of the right of way. During the balance of the year the County will maintain the road allowance from back of curb to back of curb.
- 2) If snow banks reach a point where it is necessary to remove (lift or blow the snow and haul away) the County will pay 50% of that cost.

- 3) The County will pay 100% of the cost for the first spring cleanup. This will include street sweeping and the sucking out of catch basins. All subsequent sweeping will be 50 -50 to a maximum of 4 times.
- 4) County will be responsible to paint centre line, stop bars at intersections with other County Roads as well as Municipal streets if required under Books 5 and 11 of the Ontario Traffic Manual. All special markings such as parking stalls on the County Roads will be 100% cost to the local municipality.
- 5) The County will maintain, including paint, signage and where applicable signals, on all crosswalks that currently exist on County roads.
- 6) Traffic signals on County roads will be maintained at 100% cost to the County with the exception of Traffic signals on roads specified in **Schedule 4** details of special cost sharing at shared intersections.
- 7) Traffic signs, route makers, direction signs erected by the County will be 100% to the County. All other signs will be 100% cost to the Municipality.
- 8) In Urban Areas, the County will only mow the roadside grass where there is a rural cross section. The County will not cut grass boulevards or do weed control or litter pickup.
- 9) Illumination (Street Lights) – Unless installed by the County, 100% cost will be to the Municipality. Those installed by the County will be at 100% to the County.
- 10) Pavement Patching – 100% to the County unless road surface is open cut for placement of utility in which case the utility company and/or Municipality will be 100% responsible.
- 11) All existing storm sewer works within the limit of the County road allowance will be maintained 100% by the County. That portion of the system contained within the local road allowance will be 100% Municipality cost. Major upgrades to the current system will be done through Capital Works agreements.
- 12) All sanitary sewer system, municipal water systems, utilities will be at 100% by the Municipality. If the County resurfaces the road, the adjustment of all manholes, catch basins, valve boxes will be 100% by the County. At all other times, 100% to the municipality or utility company whichever applies.
- 13) All bridges and culverts, under the jurisdiction of the County, will be maintained at 100% cost to the County.
- 14) The Ontario Municipal Act 2001 S.O. 2001, Chapter 25 Sections 55 (1), (2) and (3) states that an Upper-Tier Municipality being the County is not responsible for the construction and maintenance of sidewalks on its highways and the lower-tier municipality in which the highways are located being the Municipality is responsible for the construction and maintenance of the sidewalks and also is liable for any injury and damage arising from the construction or presence of the sidewalk and the County and the Municipality confirm that there is no change to this obligation.
- 15) Any retaining walls within the County road allowance will be maintained at 100% cost to the County.
- 16) The County will be financially responsible for all maintenance for “Roundabouts” on County roads.
- 17) All financial or legal liability associated with sidewalks whether concrete, brick, asphalt or dirt will be at 100% cost to the Municipality.
- 18) All “century trees” will be maintained at 100% of the responsibility of the County if within the County road allowance. They will be maintained at 100% of the responsibility of the property owner when they are located outside the County roadway.
- 19) Trees planted within the boulevard of urban areas will be maintained at 100% of the responsibility of the Municipality. Any future planting within these boulevards will be permitted only if approved by the County.

- 20) Stop and Stop Ahead signs fronting onto County Roads are County owned and as such to be maintained 100% by the County. However, in winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 3 details the cost sharing for roads maintenance operations in Urban Areas and the scope of work by the County and the Municipality.

IN WITNESS WHEREOF the County has hereunto affixed its corporate seal attested by the hands of its Warden and Clerk and the Municipality has affixed its corporate seal attested to by the hands of its proper officers duly authorized in that behalf.

MUNICIPALITY OF MINTO	THE CORPORATION OF THE COUNTY OF WELLINGTON
Per:	Per:
<hr/> GEORGE BRIDGE - MAYOR	<hr/> GEORGE BRIDGE, WARDEN
 <hr/> BILL WHITE- CLERK	 <hr/> DONNA BRYCE, CLERK

SCHEDULE 1

(details the cost sharing for roads maintenance operations in Rural Areas and the scope of work by the County and the Municipality)

RURAL AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (note 1)	100%		YES (note 2)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues	100%			YES (note 3)
<div>Note</div> <div> <div>1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.</div> <div>2) Some Winter Maintenance may be carried out by neighboring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.</div> <div>3) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.</div> </div>				

SCHEDULE 2

(details the cost sharing for roads maintenance operations in Semi Urban Areas and the scope of work by the County and the Municipality)

SEMI-URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (see note 1) & (see note 2)	100%		YES (note 3)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (note 4)
<p>Note</p> <p>1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.</p> <p>2) As some areas contain a combination open and closed storm sewer system the County will maintain the entire system including where applicable curb and gutter, catch basins and man holes.</p> <p>3) Some Winter Maintenance may be carried out by neighboring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.</p> <p>4) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.</p>				

SCHEDULE 3

(details the cost sharing for roads maintenance operations in Urban Areas and the scope of work by the County and the Municipality)

URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
Spring clean up	100%			YES (note 1)
Centreline, stop bars, crosswalks	100%		YES	
Special marking Stop bars on municipal streets, parking stalls		100%		YES (note 2)
Traffic signals	100%		YES (note 3)	
Traffic signs, route markers, other signs erected by the County	100%		YES	
Business signs, street signs, local signs		100%		YES
Grass moving, weed control, litter pickup		100%		YES
Illumination		100%		YES
Pavement Patching	100%		YES (note 4)	
Storm sewer system	100%		YES	
Sanitary sewer system		100%		YES
Sidewalks and boulevards		100%		YES
Bridges and culverts	100%		YES	
WINTER MAINTENANCE				
Snow plowing	100%		YES (note 5)	
Snow removal	50 %	50 %		YES (note 6)
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (note 7)
Note				
1) The County will pay 100% of the cost for one spring cleanup of sand and salt from the County roadway and 50% of subsequent sweeping to a maximum of 4 times in total. The municipality can have the work done and bill the County or the County will have the work done.				
2) County will be responsible to paint centre line, stop bars at intersections with other County Roads as well as Municipal streets if required under Books 5 and 11 of the Ontario Traffic Manual. All special markings such as parking stalls on the County Roads will be 100% cost to the local municipality. In the Rural Area the County will paint all the stop blocks at intersections of County and municipal roads where applicable.				
3) See SCHEDULE 4				
4) If the road surface has to be removed to install any utilities the parties responsible for the work will be required to return the road surface to the pre-installation condition at 100% of the cost.				
5) The County will maintain the equivalent of 3 lanes (33 feet) of road surface.				
6) If snow banks reach a point where it is necessary to remove (lift or blow the snow and haul away) the County will pay 50% of that cost.				
7) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.				

SCHEDULE 4

MAINTENANCE AT INTERSECTIONS OF COUNTY ROADS AND CONNECTING LINKS

(details of special cost sharing at shared intersections)

Where a municipality has a Connecting Link and County Road that intersect, the County will pay the proportional share of all maintenance costs at that intersection based on the number of legs that are County Roads. For example 1 leg County 3 legs municipal would equal 25% County cost.

TOWN OF MINTO

HARRISTON				
Intersection CR 109 and Highways 9 and 89.	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals).	25 %	75 %		YES

CLIFFORD				
Intersection CR 2 and Highways 9 and Allan Street.	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals).	25 %	75 %		YES

**The Corporation of the Town of Minto**  
**By-law No. 2016-30**

To authorize the Mayor and CAO Clerk to execute an Agreement  
regarding Connecting Links Contribution Program with Her Majesty the  
Queen in Right of Ontario as represented by the Minister of  
Transportation, Reconstruction of Elora Street, Clifford

**WHEREAS** Section 9 of the Municipal Act, S.O. 2001, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

**AND WHEREAS** the highway named in Schedule “A” of this By-law is a highway under the jurisdiction and control of the Town of Minto and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with subsection 21(1) of the Act;

**NOW THEREFORE** the Council of the Corporation of the Town of Minto enacts as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Connecting Links Contribution Program Agreement attached hereto as Schedule “A”.
2. That this By-law shall come into force and take effect on the date of final passing thereof.

Read a first, second, third time and passed in open Council this 3<sup>rd</sup> day of May, 2016

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Mayor George Bridge

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C.A.O. Clerk Bill White

**CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT****BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

**CORPORATION OF THE TOWN OF MINTO**

(the "Recipient")

**WHEREAS** the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

**AND WHEREAS** subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

**AND WHEREAS** subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

**AND WHEREAS** subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

**AND WHEREAS** the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

**AND WHEREAS** subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

**AND WHEREAS** subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

**AND WHEREAS** the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

**AND WHEREAS** the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

## **SECTION 1 INTERPRETATION**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

**“Act”** means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

**“Aboriginal Group”** includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**“Adjust the Funds”** means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

**“Agreement”** means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

**“Arm's Length”** has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

**“Auditor General”** means the Auditor General of Ontario.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**“Bridge”** means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

**“Business Day”** means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

**“Communications Protocol”** means the protocol set out under Schedule “F” of this Agreement.

**“Conflict of Interest”** includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient's decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

**“Connecting Link”** means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

**“Connecting Links Program”** means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

**“Connecting Links Program Guide”** means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

**“Contractor”** means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

**“Consultant”** means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

**“Contract”** means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

**“Crown Agency”** means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

**“Effective Date”** means the date set out at Part B.1 of Schedule “B” of this Agreement.

**“Eligible Costs”** means the costs described in Part D.1 of Schedule “D” of this Agreement.

**“End of Funds Date”** means the date set out in Part C.3 of Schedule “C” of this Agreement.

**“Event of Default”** has the meaning given to it in section 15 of this Agreement.

**“Expiration Date”** means the date set out in Part B.4 of Schedule “B” of this Agreement.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* (Ontario).

**“First Nation”** means a band, as defined under section 2(1) of the *Indian Act* (Canada).

**“Fiscal Year”** means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.

**“Funds”** means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

**“Highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**“Indemnified Party”** means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

**“Ineligible Costs”** means the costs described under Part D.2 of Schedule “D” of this Agreement.

**“King’s Highway”** means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

**“Maximum Funds”** means the amount set out under Part C.1 of Schedule “C” of this Agreement.

**“Minister”** means the Minister of Transportation.

**“Ministry”** means the Ministry of Transportation and any employees employed therewith.

**“Ontario”** means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

**“Parties”** means Ontario and the Recipient.

**“Party”** means either Ontario or the Recipient, as the case may be.

**“Project”** means the Work to be performed for the project described in Schedule “A” of this Agreement.

**“Project Completion Date”** means the date set out in Part B.3 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

**“Reports”** means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

**“Requirements of Law”** means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

**“Substantial Completion”** has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**“Work”** includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

**1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

"A"	Project Description
"B"	Operational Requirements Under The Agreement
"C"	Financial Information For The Project
"D"	Eligible And Ineligible Costs
"E"	Aboriginal Consultation Requirements
"F"	Communications Protocol
"G"	Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
  - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

### SECTION 3

#### GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
  - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
  - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## **SECTION 4 FUNDS**

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

**4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

**4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

**4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

**4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## SECTION 5 PAYMENT UNDER AGREEMENT

**5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2016 and prior to the Project Completion Date.

**5.2 Payment Of Funds.** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

**5.3 Conditions Precedent For Payment Of Funds.** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

**5.4 Withholding Payment Of Funds.** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
  - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

## SECTION 6

### RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

**6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
  - (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
  - (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.
- 6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.
- 6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

## SECTION 7

### CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
  - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

## SECTION 8

### INSURANCE

**8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

**8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9

### LIMITATION OF LIABILITY AND INDEMNIFICATION

**9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

**9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

**9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Further Indemnification Requirements.** The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

**9.5 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

## SECTION 10

### ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

**10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

**10.5 Contracts.** The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

**10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

**10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

**10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

## SECTION 11 ABORIGINAL CONSULTATION

**11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

**11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.**

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

**11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

**11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.**

The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

## SECTION 12 COMMUNICATIONS

**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

## SECTION 13 REPORTS

**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

**13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

## **SECTION 14**

### **RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION**

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

## SECTION 15

### DEFAULT AND TERMINATION

**15.1 *Events Of Default.*** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
  - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

**15.2 *Remedies On Default.*** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

**15.3 *Additional Remedies.*** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

**15.4 *Waiver Of Event Of Default Must Be In Writing.*** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

**15.5 *Ontario's Discretion To Terminate Agreement.*** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

**15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.**

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

**15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **SECTION 16 GENERAL PROVISIONS**

**16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

**16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

**16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

**16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.

**16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.

**16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

**16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
  - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest.** Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

**16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

**16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

**16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

**16.23 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Transportation

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

Title: Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown.

**CORPORATION OF THE TOWN OF MINTO**

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

Title:

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

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

Title:

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”  
PROJECT DESCRIPTION**

**Application Project Name:** Reconstruction of Elora Street. Clifford (Town of Minto)

**Approved Project Name:** Reconstruction of Elora Street - Clifford

**Project Description:** Project work includes reconstruction of 1.2 kilometres of Elora Street on the town's Highway 9 connecting link in Clifford.

**Project Description Details (from Application):**

With an overall estimated total project cost of \$4,031,650.00 the reconstruction of Elora Street in Clifford will be divided into 3 sections as follows; Section 1 (400m length from Mill Street to the south connecting link), Section 2 (810m length from Mill Street to James Street) and Section 3 (540m length from James Street to the north connecting link). Due to the overall project size and undertaking as well as implications of budgeting with regards to a finite amount of financial resources, the Town has decided to divide the reconstruction into two phases. Phase 1 will encompass the work associated with Section 1 and Section 2, scheduled for completion by the end of 2018, while Phase 2 accounts for Section 3 (estimated total project cost of \$1,192,650.00) and is to be completed by the end of 2019. For the purposes of this application, the requested projected eligible costs only pertain to Phase 1 (Section 1 and 2).

**SCHEDULE “B”**  
**OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

**PART B.1 – EFFECTIVE DATE OF AGREEMENT**

**B.1.1 *Effective Date Of Agreement.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

**PART B.2 – INSURANCE REQUIREMENTS**

**B.2.1 *Insurance Requirements.*** The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

**PART B.3 – PROJECT COMPLETION DATE**

**B.3.1 *Project Completion Date.*** The Project shall be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

**PART B.4 – EXPIRATION DATE**

**B.4.1 *Expiration Date Of Agreement.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2019.

**PART B.5 – NOTICE AND CONTACT**

**B.5.1 *Notice And Contact Information.*** Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario:  Ministry of Transportation  Operations Office  301 St. Paul Street, 2nd Floor  St. Catharines, Ontario  L2R 7R4</p> <p>Attention: Program Coordinator,  Connecting Links Program  Telephone: 905-704-2189 or  905-707-2989  Fax: 905-704-2777  Email: CLProgram@ontario.ca</p>	<p>To Recipient:  Town of Minto  5941 Highway 89  Harriston ON N0G 1Z0</p> <p>Attention: Gordon Duff  CFO/Treasurer  Telephone: (519) 338-2511  Email: gordon@town.minto.on.ca</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

**PART B.6 – ASSET RETENTION PERIOD**

**B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.** The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

**B.6.2 Asset Retention Period.** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**SCHEDULE “C”  
FINANCIAL INFORMATION FOR THE PROJECT**

**PART C.1 – MAXIMUM FUNDS**

**C.1.1 Ontario’s Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Nine Hundred Thirty-Five Thousand, Eight Hundred and Six Dollars (\$1,935,806) in Funds for Eligible Costs for the Project.

**Project’s Estimated Total Net Eligible Costs: \$2,150,896 (From Application)**

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2016 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

**PART C.2 – HOLDBACK**

**C.2.1 Holdback.** Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

**PART C.3 – END OF FUNDS DATE**

**C.3.1 End of Funds Date.** Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2019.

**PART C.4 – PAYMENT OF FUNDS**

**C.4.1 Payment Of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**MILESTONE PAYMENT SCHEDULE**

<b>MILESTONE PAYMENT</b>	<b>AMOUNT</b>	<b>REQUIRED DOCUMENTATION</b>
<b>Milestone 1:</b> Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	<b>Contract Award Report</b>  Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2016.
<b>Milestone 2:</b> Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either  (i) The Maximum Funds, less the amount paid at Milestone 1; <b>or</b>  (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	<b>Substantial Completion Report</b>  Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement.
<b>Milestone 3:</b> Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2,  (i) The balance of the Funds, if any, to the limit of the Maximum Funds, <b>or</b>  (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	<b>Final Report</b>  Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

**Part C.5 – Limit On Ontario's Contribution Under Agreement**

**C.5.1 Limit On Provincial Contribution Under Agreement.** Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

## **SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS**

### **PART D.1 – ELIGIBLE COSTS**

**D.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

### **PART D.2 – INELIGIBLE COSTS**

**D.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2016 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
  - (d) The value of any goods and services which are received through donations or in kind;
  - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
  - (f) Meal, hospitality or incidental costs or expenses of Consultants;
  - (g) Costs associated with completing applications for the Connecting Links Program; and
  - (h) Any costs of accommodation for any Aboriginal Group.

**D.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**D.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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## **SCHEDULE “E”**

### **ABORIGINAL CONSULTATION REQUIREMENTS**

#### **PART E.1 – PURPOSE AND DEFINITIONS**

**E.1.1 Purpose.** This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

**E.1.2 Definitions.** For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

#### **PART E.2 – RESPONSIBILITIES OF ONTARIO**

**E.2.1 Ontario’s Responsibilities.** Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

#### **PART E.3 – RESPONSIBILITIES OF THE RECIPIENT**

**E.3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

**E.3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**E.3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**E.3.4 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT**

**E.4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **PART E.5 – GENERAL**

**E.5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

#### **PART E.6 – NOTICE AND CONTACT**

**E.6.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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## **SCHEDULE “F” COMMUNICATIONS PROTOCOL**

### **PART F.1 – INTRODUCTION**

**F.1.1 Purpose of Communications Protocol.** This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

**F.1.2 Application of Communications Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

### **PART F.2 – PROJECT SIGNAGE**

**F.2.1 Project Signage:** If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**F.2.2. Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

**F.2.3 Installation of Signage.** The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

### **PART F.3 – MEDIA EVENTS**

**F.3.1 Requesting Media Events.** The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

**F.3.2 Approval Of Communications.** All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

**F.3.3 Media Events.** Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

**PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS**

**F.4.1 Messaging About Project.** With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

**PART F.5 – ISSUES MANAGEMENT**

**F.5.1 Sharing Information.** The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

**PART F.6 – COMMUNICATING SUCCESS STORIES**

**F.6.1 Communicating About Project.** The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

**F.6.2 Ontario's Right To Publicize Information About Project.** The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

**PART F.7 - DISCLAIMER**

**F.7.1 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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## SCHEDULE “G” REPORTING REQUIREMENTS

### PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	<b>Contract Award Report</b> - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2016.
2.	<b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	<b>Progress Report</b> - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	<b>Substantial Completion Report</b> – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement.
5.	<b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	<b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

**SCHEDULE “G” Continued****PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**REVISED PROJECT COSTS**

	<b>ORIGINAL BUDGET (From Application)</b>	<b>REVISED BUDGET</b>	<b>VARIANCE</b>
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
<b>Total</b>			
<b>Less Any Actual or Potential HST Rebates</b>			
<b>REVISED TOTAL NET ELIGIBLE COSTS</b>			

**VARIANCE EXPLANATION**

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

\_\_\_\_\_, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	

**SCHEDULE “G” Continued****PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

*For projects to be completed in 2016-17, a progress report is due on or before July 15, 2016. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**Key Dates:**

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
<b>TOTAL NET ELIGIBLE COSTS to Date</b>		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

*Please provide information in format below and attach to this report.*

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

**SCHEDULE "G" Continued**

<p><b>Other Progress to date</b></p> <p><i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i></p>
<p><b>Variance from original approved Project (if any)</b></p> <p><i>If so, explain why and by when?</i></p>

**Attestation by Authorized Official:**

I, \_\_\_\_\_ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SCHEDULE “G” Continued****PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on \_\_\_\_\_, 20\_\_ (date) I, \_\_\_\_\_ a \_\_\_\_\_ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement \_\_\_\_\_ (has / has not) been Substantially Completed as described in Schedule C, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the value (dollar amount) of substantially completed work on the Project, by \_\_\_\_\_, 20\_\_ (date) is \_\_\_\_\_ (dollars).
4. That the work
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

**AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.**

Declared before me at the \_\_\_\_\_  
 Of \_\_\_\_\_  
 in the \_\_\_\_\_  
 of \_\_\_\_\_ this \_\_\_\_\_  
 day of \_\_\_\_\_ A.D. 20\_\_

\_\_\_\_\_  
 (Deponent)

\_\_\_\_\_  
 A Commissioner etc.

*This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace*

**SCHEDULE “G” continued****PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

*Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.*

<b>Municipality Name:</b>
---------------------------

<b>Project Name:</b>
----------------------

<b>Section 1. Project Details</b>
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Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

**Project Variances (if applicable)**

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

Empty space for project variance description
----------------------------------------------

**SCHEDULE "G" continued****Section 2. Financial Information**

<b>Budget Item</b>	<b>Budgeted Cost</b>	<b>Actual Cost</b>
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
<b>TOTAL NET ELIGIBLE COST</b>	<b>\$</b>	<b>\$</b>
<b>Total Interest Earned on Funds</b>		<b>\$</b>

*For all invoices attached, please provide information in format below and attach to this report.*

<b>Work Description</b>	<b>Invoice #</b>	<b>Invoice Date</b>	<b>Invoice Period</b>		<b>Vendor</b>	<b>Total Amount (A)</b>	<b>HST</b>	<b>HST Rebated (B)</b>	<b>Net Eligible Cost (A-B)</b>
			<b>From</b>	<b>To</b>					
<b>TOTAL</b>									<b>\$</b>

## SCHEDULE "G" continued

**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

**2. Describe how the work completed achieves these objectives.** Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

**3. Describe any economic or other benefits of the project for your community.** *If required, you may attach information on separate page and attach to this report.*

**4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.**

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
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**SCHEDULE “G” continued****Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

**Declaration required for the Project:**

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

**Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario**

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

**Section 5. Confidentiality, Certification and Signature****Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

**Certification**

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

# The Corporation of the Town of Minto

## By-Law 2016-31

### to Regulate and License the Keeping of Dogs and Dog Kennels in the Town of Minto

WHEREAS Section 2 of the Municipal Act, 2001, S.O. 2001, c.25 as amended (hereinafter called “the Act”) provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and that each municipality is given powers and duties under the Act and many other Acts for purposes which include, among other things, fostering the current and future social and environmental well-being of the municipality;

AND WHEREAS under Section 8 of the Act provides that the Act shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues, and Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or under any other Act;

AND WHEREAS under subsection 11(3) of the Act the Corporation of the Town of Minto may pass by-laws within the “Animals” sphere of jurisdiction and subsection 8(3) of the Act provides that a by-law under Section 11 respecting a matter may regulate or prohibit respecting the matter;

AND WHEREAS Section 11 of the Act provides that without limiting the generality of Section 9 a by-law under the Act may be general or specific in its application and may differentiate in any way and on any basis a municipality considers appropriate;

AND WHEREAS Section 103 of the Act provides that if a municipality passes a by-law regulating or prohibiting with respect to the being at large or trespassing of animals (which term includes dogs), it may provide for the seizure and impounding of dogs being at large contrary to the By-law and the sale of impounded dogs;

AND WHEREAS subsection 129(a) of the Act provides that a municipality may regulate with respect to noise.

#### **A. Definitions**

1. “Blind Person” means a person to whom an identification card has been issued by the Attorney-General or an officer of his or her Ministry pursuant to the provisions of Section 4 of the Blind Persons’ Rights Act, R.S.O. 1990 c. B.7.
2. “Body Length” means the length of the dog measured from the point of the nose to the tip of the fully extended tail when the dog is full stretched out.
3. “Boarding Kennel” means a kennel where more than three (3) and twenty-five (25) or less dogs are groomed or housed and which is licensed by the Town of Minto under the provisions of this by-law.
4. “Breeding Kennel” means a kennel where more than three (3) and twenty-five (25) or less dogs are housed, groomed, bred, boarded, trained, sold or kept for hunting and where dogs are owned by the property owner, and which kennel is licensed by the Town of Minto under the provisions of this by-law.
5. “Clerk” means the CAO/Clerk of the Corporation of the Town of Minto.
6. “Council” means the Council of the Corporation of the Town of Minto.

7. “Dangerous Dog”

- a) Means a dog that, in the absence of any mitigating factor, has attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so;
- b) Means a dog that, in the absence of any mitigating factor has significantly injured a domestic animal; or,
- c) Means a dog previously designated as a potentially dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

8. “Dog” means a male or female dog over the age of twelve (12) weeks.

9. “Dog Control Officer” means the person or agency so appointed by the Council and any employees or agents of such person, or an agency or Provincial Offences Officer having jurisdiction within the Municipality to carry out, enforce and implement the provisions of this By-law.

10. “Dwelling Unit” means one room or a group of rooms in a building used or designed or intended to be used by a person or persons as a single, independent and separate housekeeping establishment.

11. “Guide Dog or Special Assistance Dog” means a dog, which serves as a guide or leader for a physically, vision or hearing impaired person, or performs search and/or rescue functions and which has been especially trained for that purpose.

12. “Inspector” means a person appointed by the municipality to be responsible for enforcing the Municipality’s By-laws and may include but not be limited to the Dog Control Officer, a By-law Enforcement Officer or a Provincial Offences Officer.

13. “Kennel” means an establishment where more than three (3) and twenty-five (25) or less dogs are housed, groomed, bred, boarded, trained or sold on a lot or parcel which is 4.04 hectares (10 acres) or greater in size.

14. “Mitigating Factor” means a circumstance which excuses aggressive behaviour of a dog and without limiting the generality of the foregoing, may include circumstances where:

- a) The dog was at the time of the aggressive behaviour acting in defense to an attack from a person or domestic animal;
- b) The dog was at the time of the aggressive behaviour, acting in defense of its young or reacting to a person or domestic animal trespassing on the property of its owner; or
- c) The dog was, at the time of the aggressive behaviour, being teased, provoked or tormented.

15. “Municipality” means the Corporation of the Town of Minto.

16. “Muzzle” means a humane fastening or covering device of adequate strength placed over a dog’s mouth to prevent it from biting.

17. “Noise” means the sound made by any dog which unreasonably disturbs the peace, quiet, comfort or repose of any person within the Town of Minto for a period that exceeds 30 minutes.

18. “Owner” means any person, partnership, association or corporation who possesses or harbours a dog. “Own”, “owns” or “owned” have a corresponding meaning.

19. “Potentially Dangerous Dog” means a dog that in the absence of any mitigating factor, chases or approaches any person or domestic animal anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including but not limited to behaviour such as growling or snarling.

20. "Pound" means the place so designated by the Council of the Town of Minto.
21. "Pound Fee" includes any fees or daily charge incurred by the Town of Minto with respect to the enforcement of the provisions of this by-law.
22. "Running at Large" means an animal that is not on the property of the owner and not on a leash and under the control of a person responsible.
23. "Town" means the municipality of The Corporation of the Town of Minto.
24. "Treasurer" means the Treasurer of the Corporation of the Town of Minto.
25. "Waste Management System" means an approved method of collecting, storing and disposal of waste as set out in the Environmental Protection Act, R.S.O. 1990, as amended from time to time and the regulations contained therein.
26. "Zoned" means a land use designation in a Zoning By-law passed under the provisions of The Planning Act.
27. "Zoning By-law" refers to the Town of Minto Comprehensive Zoning By-law 01-86, as amended.

#### **B. Dog Control Officer**

1. Council, in each year, shall by Resolution, appoint a Dog Control Officer whose duty it shall be to;
- a) To carry out, enforce and implement the provisions of this By-law.

#### **C. Licensing and Registration Fees**

1. a) Every owner of a dog, before the last day of March in each year or within 21 days of becoming the owner of a dog, shall license and register each dog with the Town of Minto.
- b) The owner of a dog or dogs shall pay a fee for any dog license(s) in accordance with the requirements contained in Schedule "A" attached to and forming part of this By-law.
2. Every license issued pursuant to this section shall expire on the 31<sup>st</sup> day of March the year after it was issued.
3. a) Upon payment of the appropriate license fee for a dog, the Town shall supply the owner with a dog tag and the owner shall keep the tag securely affixed on the dog at all times that the dog is off the property of the owner of that dog until the tag is renewed or replaced.
- b) No person shall remove the tag from a licensed dog, except while the dog is being lawfully used for hunting.
4. Every dog tag shall bear the dog tag number and the year in which it was issued.
5. A record shall be kept by the Clerk of the Town of Minto showing the name and address of the owner and the number of the tag and any other information as may be considered necessary.
6. Upon application for a license, the Town may require the owner to produce a certificate signed by a practicing veterinarian that the dog has been inoculated with an anti-rabies vaccine within a period of twelve (12) months of the date of the application for the license.
7. If required, the applicant for a license for a spayed female or neutered male dog shall produce confirmation from a veterinarian surgeon that such dog has been spayed or neutered.

8. In the event a dog tag is lost, an owner shall apply for a replacement dog tag and shall pay the fee as set out more particularly in Schedule "A" attached hereto.

9. No license or dog tag shall be transferable and the dog tag shall expire and become void upon the sale, death or other disposal of the dog.

10. Notwithstanding subsection C.1.b) herein, an owner of a Guide Dog and/or Special Assistance Dog, upon providing proof that the dog has been trained and certified as such, shall be granted an exemption to the license fee payment requirements contained in Schedule "A" attached to this By-law.

#### **D. Provision of Needs**

1. Every person who keeps a dog within the municipality shall provide the animal or cause it to be provided with:

- a) Clean, fresh drinking water readily available and suitable food of sufficient quantity and quality to allow for normal, healthy growth and the maintenance of normal, healthy body weight;
- b) Food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
- c) The opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control; and,
- d) Necessary veterinary medical care when the animal exhibits signs of pain, illness or suffering.

2. Every person who keeps a dog which normally resides outside, or which is kept outside unsupervised for extended periods of time, shall ensure the animal is provided with an enclosure that meets the following criteria;

- a) A total area that is at least twice the length of the animal in all directions;
- b) Contains a house or shelter that will provide protection from heat, cold and wet that is appropriate to the dog's weight and type of coat. Such shelter must provide sufficient space to allow the dog the ability to turn around freely and in a normal position;
- c) In an area providing sufficient shade to protect the dog from the direct rays of the sun at all times; and,
- d) Pens and run areas must be regularly cleaned and sanitized and excreta removed and properly disposed.

3. No person may cause a dog to be hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the dog's neck.

4. No person may cause an animal to be hitched, tied or fastened to a fixed object as the primary means of confinement for an extended period of time.

5. No person may cause an animal to be confined in an enclosed space, including a car, without adequate ventilation.

6. No person may transport an animal in a vehicle outside the passenger compartment unless it is adequately confined or unless it is secured in a body harness or other fastening which is adequate to prevent it from falling off the vehicle or otherwise injuring itself.

#### **E. Dogs Running at Large**

1. No owner of a dog shall allow or permit such dog to run at large within the limits of the Town of Minto.

2. A dog shall be deemed to be running at large if it is found in any place other than the property of the owner of the dog, and it is not both on a leash and under the control of a competent and responsible person; provided that for a Guide Dog or Special Assistance Dog it is necessary only that it be under the control of a responsible person.

3. Any dog found running at large contrary to this by-law may be seized and impounded and may, after three (3) days have elapsed, excluding the day it was impounded and statutory holidays, be sold, transferred or be euthanized.

4. Any dog seized and impounded and not sold, transferred or euthanized, may be claimed by the owner upon production of a current Town of Minto dog tag and upon payment of a fee to the Town of Minto as set out in Schedule "A".

5. The owner of any dog seized and impounded shall pay the Pound Fee to the Town of Minto as set out in Schedule "A".

6. Subsection E. 3. shall be implemented and acted upon in accordance with the requirements and provisions of Section 20 of the Animals for Research Act, R.S.O. 1990, c. A.22.

## **F. Kennels**

1. Notwithstanding Subsection C. 1., every owner/operator of a new Kennel shall apply for and obtain a Kennel license prior to the commencement of the Kennel operation. Every owner/operator of an existing Kennel shall, before the end of business on the last day of March in each year, apply for and obtain a new Kennel license in accordance with Schedule "B" attached hereto and shall pay the Kennel license fees in accordance with the requirements contained in Schedule "A" attached hereto.

2. The fee for a Kennel license shall cover all dogs owned and maintained by the kennel owner/operator.

3. Each Kennel shall comply with all applicable requirements of the Town of Minto Zoning By-law 01-86, as amended, and comply with all provisions of this By-law. Notwithstanding the foregoing, any Kennel which was issued a valid 2004 Kennel license by the Town of Minto but does not comply with the following provisions of this By-law for Kennels, shall be deemed to comply with them but only the limit of non-compliance therewith as of the date of the passing of this By-law: that is the maximum limit of twenty-five (25) dogs; the minimum Kennel separation distance provided for in paragraph 6 below; and minimum property size. Attached to this By-law as Schedule "C" are the Kennels licensed in 2004 and inspected by a Dog Control Officer.

4. An application for a Kennel License or renewal shall be submitted on the prescribed form being Schedule "B" to this By-law or as otherwise provided by the Town, including a detailed site plan and with the appropriate fee and any other information deemed required to the Clerk.

5. All new licenses and renewal licenses for a Boarding Kennel or a Breeding Kennel in the Town of Minto will only be approved after a Dog Control Officer has inspected and approved the premises ensuring the compliance with this By-law. Inspection fees charged by the Dog Control Officer are to be paid by the applicant at the time of the application in accordance with the fees as set out in this By-law on Schedule "A".

6. No Kennel, or facility or structure used in connection therewith, may be located within a zone other than an 'A' – Agricultural Zone and a distance of 150 metres (492 feet) of any adjacent property owners habitable building or buildings for the keeping of livestock.

7. The owner/operator of a Kennel shall provide acoustical barriers where necessary, as determined by the Inspector. Acoustical barriers are to be set out on the detailed site plan drawing and submitted with the application for Kennel License and may include, but it's not limited to solid fence and/or natural buffer of trees and/or mound of earth.

8. a) After having given thirty (30) days' notice in writing, the Town may, at any time, cancel a kennel license when it is of the Town's opinion that the continued operation of the kennel is not in the best interest of the Town. Such grounds for cancellation may include unresolved problems of noise, sanitation, care of dogs or uses other than permitted by the kennel license, as determined by the Town.
- b) The aforesaid written notice shall state that the owner of the kennel shall have the opportunity to make submissions to Council, either written or in person, as to why the kennel license should not be rescinded. Said submissions to Council must be made and delivered prior to the expiration of the 30 days notice of cancellation.
- c) The written notice described in Subsection a) above shall be delivered in person or by registered mail to the registered owner of the kennel.
- d) Submissions to Council described in Subsection b) above shall be delivered in person or by registered mail to the Clerk of the Town of Minto.
9. The Clerk or Inspector of the Town of Minto reserves the right to refuse to issue a kennel license to any person or persons.
10. No person shall operate or continue to operate a Kennel without a valid Kennel license.
11. All Kennel Licenses shall be valid for a one year period commencing March 31<sup>st</sup> in the year of issuance, regardless of the date of issuance, and expiring on March 31<sup>st</sup> of the immediate following year.
12. Kennel Licenses shall be issued by the Clerk of the Town of Minto or By-law Enforcement Officer once he/she is satisfied that the information required in Subsection F. 4. has been submitted, is in compliance with the Town of Minto Zoning By-law 01-86, as amended, is within the specific standards for Kennels as contained in this By-law and has been inspected by a Dog Control Officer.
13. Kennels shall be owned, managed and/or operated by the property owner on which the kennel is located and the kennel owner/operator/manager shall reside on the subject property.
14. Property owners must have an area of land containing 4.04 hectares (10 acres) or more upon which to operate a Kennel.

#### **G. Kennel Conditions**

1. Every person who owns or operates a Kennel shall have regard to the guidelines set out in the most current version of "A Code of Practice for Canadian Kennel Operations" of the Canadian Veterinary Medical Association".
2. No person who owns or operates a Kennel shall keep dogs in an unsanitary condition. Conditions shall be considered unsanitary where the keeping of the dogs results in any of an accumulation of faecal matter, an odour, insect infestations, or rodent attractants which endanger the health of the animal, any person or property.
3. Every person who owns or operates a kennel shall provide the animals under care, or cause them to be provided with:
- a) Clean, fresh drinking water available and suitable food of sufficient quantity and quality to allow normal, healthy growth and the maintenance of normal, healthy body weight;
- b) Food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
- c) The opportunity for periodic exercise sufficient to maintain good health including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control;
- d) Necessary veterinary medical care when any animal exhibits signs of pain, illness or suffering;
- e) Every animal enclosure shall provide the animal with protection from heat, cold and wet and be of sufficient size to allow the animal the ability to turn around freely and lie in a normal position; and,
- f) Every run or pen area must be regularly cleaned and sanitized and excreta removed and properly disposed of daily.

4. The kennel shall have a manure receptacle for the storage of dog waste. All kennel owners shall comply with the provisions of the Environmental Protection Act, R.S.O. 1990 and all Regulations thereto with respect to waste management systems, including but not limited to the collection and disposal of waste.

#### **H. Breeding Kennel Conditions (In addition to G. above.)**

1. Every Breeding Kennel shall maintain the whelping bitch in separate accommodation from the balance of the dogs in the kennel.
2. The whelping box shall be constructed with four sides and a floor made from impermeable materials.
3. Adequate supplemental heat shall be provided at all times.
4. All breeding kennels shall provide sufficient designated space for the proper enrichment and socializing of puppies to be offered for sale.

#### **I. Records**

1. Every person who operates a Kennel shall maintain records of the following minimum information:
  - a) The names and addresses of the owners of all dogs cared for at the kennel;
  - b) The dates of arrivals and departures of individual dogs from the kennels;
  - c) Breeding and identification records of all whelping bitches and stud dogs and the resulting litters;
  - d) The names and addresses of the purchasers of individual puppies; and,
  - e) Veterinarian records on individual dogs maintained in breeding kennels must be kept on site. Vaccination records must be provided to the kennel owner of individual dogs maintained in boarding kennels.

#### **J. Kennel Inspections/Posting of License**

1. Every person who holds a kennel license or the owner/operator of the kennel shall, at all reasonable hours, be open to inspection by the Dog Control Officer and/or the By-law Enforcement Officer as appointed by Council. The Ontario Society for the Prevention of Cruelty to Animals, such other persons trained in the area of disease control and sanitation or a Veterinarian may inspect with and at the request of the Dog Control Officer or By-law Enforcement Officer.
2. Every person who holds a license or the owner/operator of the kennel shall keep the license posted up in some conspicuous place on the premises and shall, when so requested by any person authorized by the Town, produce such license for inspection.

#### **K. Dog Waste**

1. The owner of a dog or the responsible person in control of the dog, except a Guide Dog, shall remove forthwith and dispose of in a sanitary manner any excrement left by the dog under his or her control anywhere in the Town other than the premises of the owner of the dog.

#### **L. Leashing, Muzzling and Containment Requirements**

1. a) The owner or person in control of a dog shall exercise reasonable precautions to prevent it from biting or attacking a person or domestic animal or behaving in a manner that poses a menace to the safety of persons or domestic animals.  
b) Every owner of a dog after it has bitten a person or a domestic animal shall ensure that the dog is muzzled and restrained while said dog is on any property within the Town of Minto including on the premises of the owner of the dog, unless the dog is inside the dog owners dwelling unit.  
  
c) In accordance with subsection 105(1) of the Act, the Council of the Corporation of the Town of Minto shall, upon request of the owner of the dog, hold a hearing to determine whether or not to exempt the owner in whole or in part from the provisions of Clause L. 1. b).

2. a) An owner of a dog, when such dog is on the property of the owner or on the property of some other person with such person's consent, shall keep the dog from leaving such property on its own by means of:

- i) Enclosure,
- ii) Containment within a fenced area, within an area enclosed by a properly operating electrical, radio or invisible fencing mechanism; or,
- iii) Physical restraint of the dog by chain or other similar means.

b) Despite Clause L. 2. a), an owner of a dog, when such dog is on the property of the owner or on the property of some other person with such person's consent and where such lands are zoned agricultural, shall keep the dog from leaving such property on its own by those or any other reasonable means.

3. Where the Dog Control Officer designates a dog as a Potentially Dangerous Dog, the Dog Control Officer shall serve notice upon the owner of such dog requiring the owner, upon receipt of such notice to comply with the following requirements, as determined by the Dog Control Officer:

- a) To keep such dog, when it is on the lands and premises of the owner, confined:
  - i) Within the owner's dwelling; or,
  - ii) In an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing the entry therein of unsupervised children.
- b) To securely attach a muzzle to such dog at all times when it is not on the property of the owner or on the property of another person with such person's consent, subject to the said provisions of subsection 105(1) of the Act;
- c) To obtain and maintain in force a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by such potentially dangerous dog and provide to the Dog Control Officer a certificate of such policy and each subsequent renewal thereof. Such policy shall contain a provision requiring the insurer to immediately notify the Dog Control Officer should the policy expire, be cancelled or be terminated for any reason; and,
- d) To permit the Dog Control Officer to insert a microchip implantation in such dog, at the dog owner's expense for the purpose of identifying such dog as a Potentially Dangerous Dog.

4. Where the Dog Control Officer designates a dog as a Dangerous Dog, the Dog Control Officer shall serve notice upon the owner of such dog requiring the owner, upon receipt of such notice to comply with the following requirements, as determined by the Dog Control Officer:

- a) To keep such dog confined within the owner's dwelling, or in an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing the entry therein of unsupervised children;
- b) To securely attach a muzzle to such dog at all times when it is not confined in accordance with Clause L. 4. a);
- c) To obtain and maintain in force a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by such Dangerous Dog and provide to the Dog Control Officer a certificate of such policy and each subsequent renewal thereof. Such policy shall contain a provision requiring the insurer to immediately notify the Dog Control Officer should the policy expire, be cancelled or be terminated for any reason; and,
- d) To permit the Dog Control Officer to insert a microchip implantation in such dog for the purpose of identifying such dog as a Dangerous Dog.

5. Such owner of a dog that has bitten a person or domestic animal shall display a sign at each entrance to the property and building in which the dog is kept warning in writing, that there is a Dangerous Dog on the property. This sign shall be visible and legible from the nearest road or thoroughfare.

6. The notice referred to in Subsections L. 3. and L. 4. hereof shall include:

- a) A statement that the Dog Control Officer has reason to believe that the dog is a Potentially Dangerous or Dangerous Dog, as the case may be;
- b) The requirements that the owner must comply with in accordance with this section and when such requirements take effect; and,

c) A statement that the owner may request, within three working days of receipt of the Dog Control Officer's notice and is entitled to a hearing by the Council of the Corporation which may affirm, amend or rescind the Dog Control Officer's designation of the dog as Potentially Dangerous or Dangerous, as the case maybe. Council may substitute its own designation and/or its own requirements/conditions on the owner of a Potentially Dangerous or Dangerous Dog pursuant to Subsections L. 3. or L. 4. and L. 5.

7. Where the owner of a dog receives a notice from the Dog Control Officer designating such dog as a Potentially Dangerous or Dangerous Dog and so requests in writing to the Clerk of the Town within three working days of receipt of such notice, Council shall hold a hearing pursuant to the provisions of the Statutory Powers Procedures Act within 15 working days of the Clerk's receipt of the request for a hearing and may:

- a) Affirm, amend or rescind the Dog Control Officer's designation of the dog as a Potentially Dangerous Dog or as a Dangerous Dog, as the case may be;
- b) Substitute its own designation of the dog as a Potentially Dangerous or Dangerous Dog, as the case may be; and/or,
- c) Substitute its own requirements/conditions of the owner of a Potentially Dangerous Dog pursuant to Subsections L. 3., or L. 4. and L. 5.

8. The Dog Control Officer may either on his/her own initiative or as a result of a complaint received by the Dog Control Officer from a resident of the Town of Minto, conduct an inquiry into whether a dog should be designated a Potentially Dangerous or Dangerous Dog, as the case may be.

9. The requirements of Subsections L. 3., L. 4. and L. 5. which may be imposed on a dog owner by the Dog Control Officer pursuant to such Subsection shall not be required, until either the time for appeal under Subsection L. 3., L. 4. and L. 5. has elapsed without the dog owner requesting an appeal pursuant to those Subsections or Council has ordered such requirements, whichever occurs earlier.

10. An owner of a dog which has been designated a Potentially Dangerous or Dangerous Dog pursuant to this By-law, shall advise the Dog Control Officer immediately if he/she transfers ownership of such dog to another person or changes the address at which such dog is kept and furnish the Dog Control Officer with particulars of same.

11. Any notices served by the Dog Control Officer or requests for hearings made by an owner pursuant to this By-law shall be provided by hand delivery or registered mail and in the event of service by registered mail, shall be deemed served on the fifth working day after the date of mailing.

12. Notwithstanding Section E., where a Potentially Dangerous or Dangerous Dog has been impounded for any reason, the Dog Control Officer shall not restore the said dog to its owner or to any other person unless the Dog Control Officer is satisfied that the person to whom the dog is to be restored is aware of and is in compliance with the provisions of Subsection L. 3., L. 4. and L. 5., as the case may be. All fees required by Schedule "A" are to be paid to the Town prior to restoration of an impounded dog to its owner of a Potentially Dangerous or Dangerous Dog for any length of time it maybe held in the pound pursuant to this Section.

13. Where the owner of a Potentially Dangerous or Dangerous Dog which has been impounded is unable to demonstrate compliance with the provisions of Subsection L. 3., L. 4. or L. 5., as the case may be, to the reasonable satisfaction of the Dog Control Officer or refuses to do so, the Dog Control Officer, after a reasonable period of time, may sell or otherwise dispose of the dog in accordance with this By-law.

14. Whenever this By-law requires a dog to be leashed, the leash shall not exceed 1.98 metres (6'-6") in length.

15. No owner shall permit the dog, whether leashed or unleashed, to trespass on private property.

16. Whenever a dog is restrained by a leash on the owner's property, the leash shall be of sufficient length to permit free movement of the dog.

**M. Additional Matters Including Number of Dogs Limitation**

1. The Town, its agents, Dog Control Officer, By-law Enforcement Officer and the Poundkeeper shall not be liable for damages or compensation for any dogs injured or killed under the provisions of this By-law and no such damages or compensation shall be paid to any person.

2. Subject to the provisions of this By-law applicable to Kennels which allow a maximum of twenty-five (25) dogs, no owner or occupier of a premises in the Town of Minto shall possess or harbour more than three (3) dogs on any one property save and except that this By-law shall not apply to:

- a) An animal hospital or veterinarian clinic;
- b) A pet store;
- c) An Ontario Humane Society shelter or the Pound designated by this By-law; or,
- d) Dogs under the age of twelve (12) weeks in age.

3. No owner of a dog shall permit the dog to make any noise likely to disturb the inhabitants of the Town of Minto for a period that exceeds 30 minutes.

**N. Fees**

1. Every owner of a dog or of a Kennel shall pay the fees set out in the Schedule "A" to this By-law in accordance with the requirements of this By-law.

**O. Penalty Provisions**

1. No person shall hinder or obstruct an inspector, Dog Control Officer or By-law Enforcement Officer in the enforcement of this by-law.

2. Any person who contravenes any provision of the By-law is guilty of an offence and upon conviction shall be liable to a penalty and costs as provided for in the Provincial Offences Act, R.S.O., 1990 c. P.33, as amended.

**P. Severability**

1. Each and every one of the foregoing provisions of the By-law is severable and if any provisions of this By-law should, for any reason, be declared invalid by any court, it is the intention and desire of this Council that each and every one of the then remaining provisions shall remain in full force and effect.

**Q. Repeal of By-laws**

1. This By-law hereby repeals By-law 05-12.

Read a first, second, third time and finally passed in open Council this 3rd day of May 2016.

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Mayor – George Bridge

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C.A.O. Clerk – Bill White

**Town of Minto**

**Dog Licensing By-law 2016-31**

**Schedule “A”**

For a license issued with respect to a dog, the license fee shall be as follows;	<b>Before April 1</b>	<b>After March 31</b>
1 a. Per dog for the first, second and third dog	\$20.00	\$35.00
1 b. Per dog for dogs picked up without a current tag	\$50.00	\$50.00
1 c. Fee for a dog impounded for a dog impounded (payable to the Town	\$80.00 + \$15.00/Day	\$80.00 + \$15.00/Day

Note: The lower fee as set in row 1.a shall apply if such fees are paid within fifteen (15) days of the dog becoming twelve (12) weeks old or upon moving into the municipality.

	<b>Before April 1</b>	<b>After March 31</b>
Fee for replacement of lost dog tag	\$5.00	\$5.00
Fee for Kennel license	\$150.00	\$200.00
Inspection fee by Provincial Offences Officer	\$75.00	\$75.00



**Town of Minto**  
**Dog Licensing By-law 2016-31**

**Schedule "B"**

Application for New Kennel License or Kennel License Renewal  
Page 2 of 2

Further information regarding the processing of your application can be obtained by contacting the Town of Minto office at (519) 338-2511.

**Affidavit or Affirmation**

I, \_\_\_\_\_ of the Town of Minto, in the County of Wellington do solemnly declare or do affirm that all the statements contained in this application are true and I make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

\_\_\_\_\_  
Signature of  
applicant

Office use:  
Date received: \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
Property file no. \_\_\_\_\_

Is there a site plan attached? o yes o no

Has the Provincial Offences Officer inspected the property o yes o no

Town of Minto approval:

I hereby certify that the application for a kennel license is hereby

\_\_\_\_\_  
(approved)

\_\_\_\_\_  
(denied)

The Corporation of the Town of Minto

\_\_\_\_\_  
Clerk's Department/By-Law Officer

For office use:  
Kennel#      \_

Date Issued      \_ Entered on list      \_

**Town of Minto  
Dog Licensing By-law  
Schedule "C"**

Properties referred to in Section F. 3.

<b>Location</b>	<b>Legal Description</b>	<b>Roll Number</b>
9353 Pike Lake Rd.	Con. 10 Pt. Lot 10	23-41-000-003-05400-0000
5652 14 <sup>th</sup> Line	Con. C Pt. Lot 70	23-41-000-002-18900-0000
5658 Hwy 9	Con. C Pt. Lot 74	23-41-000-002-21100-0000
9449 Road 1 N	Con. 12 Pt. Lot 5	23-41-000-003-09501-0000
5380 Hwy 9	Con. C Pt. Lot 63	23-41-000-002-09850-0000
5571 7 <sup>th</sup> Line	Con. 6 Pt. Lot 33	23-41-000-001-12800-0000
66315 Hwy 89	Con. 14 Pt. Lot 17	23-41-000-003-12200-0000
6734 6 <sup>th</sup> Line	Con. 7 Pt. Lots 2&3	23-41-000-004-17400-0000
5609 14 <sup>th</sup> Line	Con. C Pt. Lot 71 RP60R2518 Pts 1&2	23-41-000-002-21360-0000
5790 Well. Rd.4	Con. 1 PT. Lot 27	23-41-000-001-02200-0000
6693 Well. Rd. 109	Con. D Pt. Lot112	23-41-000-004-03000-0000
5933 3 <sup>rd</sup> Line	Con. 2 W Pt. Lot 24	23-41-000-001-05600-0000
8927 School Rd 7	Con. 4 Pt. Lot 35	23-41-000-001-08950-0000
5477 Well. Rd. 2	Con. 17 Pt. Lot 36	23-41-000-002-14900-0000
9820 Ski Rd.	Con. 17 Pt. Lot 21 RP60R2681 Pt. 1	23-41-000-002-12850-0000
5691 14 <sup>th</sup> Line	Con. 14 Lot 30	23-41-000-002-20000-0000

**Town of Minto**  
**Set Fine Application**  
**Part 1 Provincial Offences Act**

By-law 2016-31, a by-law to Regulate and License the Keeping of Dogs and Dog Kennels in the Town of Minto.

Item	Column 1, Short form wording	Column 2, Offence creating provision	Column 3, Set fine (including costs)
1	Fail to license dog	Section C.1.a)	\$100.00
2	Fail to keep dog tag affixed on dog	Section C.3.a)	\$100.00
3	Use of dog tag issued for one dog on a different dog	Section C.9	\$100.00
4	Fail to provide clean, fresh drinking water and suitable food	Section D.1.a)	\$200.000
5	Fail to provide clean food and water receptacles	Section D.1.b)	\$200.00
6	Fail to provide the opportunity for periodic exercise	Section D.1 c)	\$200.00
7	Fail to provide necessary veterinary medical care	Section D.1.d)	\$300.00
8	Fail to provide an outside enclosure with adequate area	Section D.2.a)	\$200.00
9	Fail to provide a house or shelter	Section D.2.b)	\$200.00
10	Fail to provide an area with sufficient shade	Section D.2.c)	\$200.00
11	Fail to clean and sanitize pens and run areas.	Section D.2.d)	\$200.00
12	Hitch, tie or fasten a dog to a fixed object with a choke collar/chain.	Section D.3.	\$200.00
13	Cause an animal to be hitched, tied or fastened for extended time period.	Section D.4.	\$200.00
14	Cause an animal to be confined in an enclosed space without proper ventilation.	Section D.5.	\$200.00
15	Transport an animal in a vehicle outside the passenger compartment.	Section D.6.	\$100.00
16	Allow or permit dog to run at large	Section E.1.	\$200.00
17	Fail to pay Pound Fee	Section E.5.	\$200.00
18	Fail to obtain a Kennel License.	Section F.1.	\$500.00
19	Operate or continue to operate a kennel without a valid Kennel License.	Section F.10.	\$500.00
20	Fail to provide adequate drinking water.	Section G.3.a)	\$200.00
21	Fail to provide clean food and water receptacles.	Section G.3.b)	\$200.00
22	Fail to provide the opportunity for periodic exercise.	Section G.3.c)	\$200.00
23	Fail to provide necessary veterinary medical care.	Section G.3.d)	\$200.00
24	Fail to provide an enclosure with protection from heat, cold and wet.	Section G.3.e)	\$200.00
25	Fail to provide a run or pen regularly cleaned and sanitized and excreta removed and properly disposed	Section G.3.f)	\$200.00

	of daily.		
26	Fail to maintain the whelping bitch in separate accommodation.	Section H.1.	\$200.000
27	Fail to provide a whelping box of proper construction.	Section H.2.	\$200.00
28	Fail to provide adequate supplemental heat at all times.	Section H.3.	\$200.00
29	Fail to provide sufficient designated space.	Section H.4.	\$200.00
30	Fail to maintain proper records.	Section I.1.	\$200.00
31	Fail to remove and dispose of in a sanitary manner any excrement.	Section K.1.	\$200.00
32	Fail to exercise precautions to prevent biting or attacking a person or domestic animal.	Section L.1.a)	\$500.00
33	More than 3 dogs per dwelling	Section M.2.	\$100.00
33	Permit dog to make noise likely to disturb.	Section M.3.	\$200.00
34	Obstruction.	Section O.1.	\$500.00

Note: The penalty provision of the offences indicated above is section O.1. of by-law No. 2016-31, a certified copy of which has been filed.

# **The Corporation of the Town of Minto** **By-law 2016-32**

## **Bylaw to amend Fees and Charges By-law, Schedule G Dog Licensing Charges and Fees**

**WHEREAS** Section 391 (1) of the *Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called “the Act”) permits a municipality and a local board to pass By-laws imposing fees or charges on any class of persons;

**AND WHEREAS** Section 398 of the *Municipal Act*, 2001 provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**AND WHEREAS** Subsection 398 (2) of the *Municipal Act*, 2001 provides that the treasurer of a municipality may add fees or charges imposed by a municipality to the tax roll and collect them in the same manner as municipal taxes;

**AND WHEREAS** notice of proposed fee increase for Dog Licensing Charges and Fees was given in accordance with the Town’s Notice By-law 2011-92,

**NOW THEREFORE** the Council of the Corporation of the Town of Minto enacts as follows:

1. That Schedule “G” of By-law 2016-12 is repealed and replaced with Schedule “G” Dog Licensing Charges and Fees as attached to this By-law.
2. This By-law shall come into force and takes effect on the passing of this by-law.

Read a first, second, third time and passed in open Council this 3<sup>rd</sup> day of May, 2016.

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Mayor George A. Bridge

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C.A.O. Clerk Bill White

The Corporation of the Town of Minto  
By-Law No. 2016-12  
Schedule “G”  
Dog Licensing Charges and Fees

For a license issued with respect to a dog, the license fee shall be as follows;	<b>Before April 1</b>	<b>After March 31</b>
1 a. Per dog for the first, second and third dog	\$20.00	\$35.00
1 b. Per dog for dogs picked up without a current tag	\$50.00	\$50.00
1 c. Fee for a dog impounded for a dog impounded (payable to the Town	\$80.00 + \$15.00/Day	\$80.00 + \$15.00/Day

Note: The lower fee as set in row 1.a shall apply if such fees are paid within fifteen (15) days of the dog becoming twelve (12) weeks old or upon moving into the municipality.

	<b>Before April 1</b>	<b>After March 31</b>
Fee for replacement of lost dog tag	\$5.00	\$5.00
Fee for Kennel license	\$150.00	\$200.00
Inspection fee by Provincial Offences Officer	\$75.00	\$75.00

The Corporation of the Town of Minto  
By-law No. 2016-33

To modify the site specific zoning (M1-40 (H)) for temporary use  
on Part Lot 82, Con D Harriston

**WHEREAS** Section 39 of The Planning Act, R.S.O. 1990, as amended, authorizes the council of a municipality to pass a zoning by-law for the temporary use of land; and

**WHEREAS**, the Council of the Corporation of the Town of Minto deems it necessary to amend By-law Number 01-86;

**NOW THEREFORE** the Council of the Corporation of the Town of Minto enacts as follows:

1. THAT the Town of Minto Zoning By-law 01-86 is amended by revising the text in Section **35.40** to include the following additional temporary use under section i):
  - **An outdoor recreational monster truck ride track for the general public, which is to be permitted until May 3, 2019, pursuant to Section 39 (3) of the Planning Act, R.S.O. 1990, c.P.13, as amended.**
2. THAT except as amended by this By-law, the land shall be subject to all applicable regulations of Zoning By-law 01-86, as amended.
3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

Read a first, second, third time and passed in open Council this 3<sup>rd</sup> day of May, 2016.

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Mayor George A. Bridge

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C. A. O. Clerk Bill White

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 2016-33**

#### **SUBJECT LAND**

The property subject to the proposed amendment is located on Part Lot 82, Concession D, Harriston. The property is approximately 1.8 ha (4.5 acres) in size and is currently vacant.

#### **PURPOSE**

The proposed amendment will modify the site specific zoning (M1-40(H)) on the subject land to temporarily allow a monster truck ride business for a 3 year period. The current zoning permits an agricultural use, excluding the keeping of livestock, a fur farm or dog kennels.

The Corporation of the Town of Minto  
By-law No. 2016-34

To confirm actions of the Council of the  
Corporation of the Town of Minto  
Respecting a meeting held May 3, 2016

**WHEREAS** the Council of the Town of Minto met on May 3, 2016 and such proceedings were conducted in accordance with the Town's approved Procedural By-law.

**NOW THEREFORE** the Council of the Corporation of the Town of Minto hereby enacts as follows:

1. That the actions of the Council at its Committee of the Whole/Council meeting held on May 3, 2016 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate By-law.
2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the C.A.O. Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Town to all such documents.
3. This By-law shall come into force and takes effect on the date of its final passing.

Read a first, second, third time and passed in open Council this 3<sup>rd</sup> day of May, 2016.

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Mayor George A. Bridge

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C.A.O. Clerk Bill White