



Tuesday, June 7, 2016

5:00 p.m.

Council Chambers

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. Previous Minutes of the May 17th Closed Session Meeting
 - b. Personal matters about an identifiable individual, including employees – job evaluation review six positions
 - c. A proposed or pending acquisition or disposition of land – Clifford Ann Street
- 4. Motion to Convene into Open Session**
- 5. Minutes of Previous Meeting**
 - a. Regular Council Minutes of May 17, 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 7 p.m.**
 - a. ZBA-2016-06 Metzger 24 George Street 11
 - b. ZBA-2016-07 Robinson/Metzger 401-423 Jane Street 36
- 9. Delegations**

a.	IPM 2016 Chair Ron Faulkner and Vice Chair Walter Trachsel, 2016 International Plowing Match Partnership Presentation	49
b.	Dave and Tina Burke, Letter of Concern, Fencing By-law	70

10. Public Question Period

11. Correspondence Received for Information or Requiring Direction of Council

a.	Town of East Gwillimbury, 05-13-16 Strategic Energy Initiatives Hydro One	72
b.	Drinking Water Source Protection, May 2016 Newsletter	85
c.	County of Bruce, Notice of Decision with respect to an Official Plan Ammendment	90
d.	Township of Wellington North, Resolution calling for a ban on door to door sales in Ontario	94
e.	Township of Killaloe, Hagarty and Richards, Donation to Fort McMurray	95
f.	Champlain Township, Resolution regarding Saving the Girl Next Door Act	96
g.	Ministry of Municipal Affairs and Housing, Land use in the Greater Golden Horseshoe	100
h.	AMO, Seeking Clarity on Ontario Climate Change Action Plan	129
i.	Township of Russell, Resolution of Support for Rural Economic Development Program	130
j.	Letter to the Community Enviromental Leadership Program from the Town of Minto	132
k.	Ayton-Normanby Homecoming Committee July 1-3, 2016	133
l.	Muscular Dystrophy Canada, Fire Department donation	135
m.	Press Release for Butter Tarts & Buggies	136
n.	Municipality of Calvin, Resolution regarding Rural Economic Development Program	137
o.	Tay Valley Township, Resolution - Enforcement of No Wake Restriction Legislation	138
p.	Palmerston Junior Broomball Terminators, Thank you for sponsorship	140
q.	Tay Valley Township, Resolution re: Lyme Disease	141

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

a. Committee Minutes for Receipt

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| 1. | Maitland Valley Conservation Authority Minutes of April 20, 2016 | 143 |
| 2. | Source Protection Committee for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region Minutes of March 18, 2016 | 149 |

b. Committee Minutes for Approval

- | | | |
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| 1. | Launch It Minto Committee Minutes of May 10, 2016 | 153 |
| 2. | Economic Development and Planning Committee Minutes of May 12, 2016 | 156 |

c. Staff Reports

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| 1. | Chief Building Official, May 2016 Building Statistics | 159 |
| 2. | Building Assistant, Site Plan Approval, Molenaar, Ann St Fourplex | 163 |
| 3. | Fire Chief, Minto Fire Yearly Report | 165 |
| 4. | Deputy Clerk, 2016 International Plowing Match and Rural Expo | 196 |
| 5. | Deputy Clerk, Sale of Lots, Ann Street, Clifford | 201 |
| 6. | Deputy Clerk, Committee Appointments | 203 |
| 7. | C.A.O. Clerk, Intake Two Canada 150 Community Infrastructure Program | 205 |
| 8. | C.A.O. Clerk, Petition Feral Cats in Palmerston | 208 |
| 9. | C.A.O. Clerk Amendment to Development Agreement, Lorne Street Extension, Wellingdale Construction | 213 |
| 10. | C.A.O. Clerk Electric Vehicle Charging Station Clifford | 236 |
| 11. | Treasurer, Approval of Accounts for May 30, 2016 | 249 |
| 12. | Public Works Director, Tender Results for Jane St. and Inkerman St. in Palmerston | 251 |
| 13. | Roads & Drainage Foreman, Harriston Elora St resurfacing north of Adelaide | 257 |

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

- | | | |
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| a. | 2016-39, for the purpose of Appointing Municipal Council Members and Citizens of the Town of Minto to Ad hoc Committees of the Cultural Roundtable | 259 |
| b. | 2016-40, to authorize the Mayor and CAO Clerk to execute a Lease Agreement with Murray and Jodene Marquardt for Harriston Industrial Park Land | 266 |
| c. | 2016-41, to authorize the Mayor and CAO Clerk to execute an Encroachment Agreement with the County of Wellington, 265 Bell Street | 274 |
| d. | 2016-42, to authorize the Mayor and CAO Clerk to Execute an Amending Development Agreement between The Corporation of the Town of Minto and Wellingdale Construction Ltd. | 278 |
| e. | 2016-43 Site Plan Agreement Richard Molenaar Lot 268, Ann St. N., Clifford | 285 |
| f. | 2016-44, To Rezone 401, 411, 417 and 423 Jane Street, Palmerston from Agricultural Exception (A-1) to Agricultural Exception (A-113) | 300 |
| g. | 2016-45, to authorize the Mayor and CAO Clerk to execute an Electric Vehicle Chargers Ontario Partnership Agreement | 303 |
| h. | 2016-46, Confirm the Proceeding of the June 2, 2016 Committee/Council meeting | 314 |

17. Adjournment



Council Minutes
Tuesday, May 17, 2016 6:30 p.m.
Council Chambers

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:

Bill White, C.A.O. Clerk
Annileene McRobb, Deputy Clerk, Recording Secretary
Terry Kuipers, Chief Building Official
Belinda Wick-Graham, Economic Development Manager
Gordon Duff, Treasurer
Brian Hansen, Public Works Director

1. Call to Order 6:35 p.m.

2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act

Councillor Dirksen declared a pecuniary interest for Item 12 c) 5) C.A.O. Clerk, Marquardt rezoning and Item 16 a) Bylaw 2016-33, amend Zoning By-law 01-86, Marquardt, East Part of Con D Lot 82, Harriston, as her business took a crop off the lands last year.

3. Motion to Convene into Closed Session

RESOLUTION: 2016-94

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

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

Minutes of the previous meeting; labour relations or employee negotiations; Building Services Staffing and Disposition of Property, Palmerston Industrial Park.

Carried

4. Motion to Convene into Open Session – 7:01 p.m.

RESOLUTION: 2016-95

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

RESOLUTION: 2016-96

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT the minutes of the May 3, 2016 Council Meeting be approved.

Carried

6. Additional Items Disclosed as Other Business

Mayor Bridge, Deputy Mayor Faulkner, Councillors Anderson, Dirksen, Elliott and Turton declared items.

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

RESOLUTION: 2016- 97

Moved By: Councillor Colwell; Seconded By: Councillor Anderson

THAT The Town of Minto Council convenes into Committee of the Whole.

Carried

8. Public Meeting

a. ZBA-2016-05: D'Arcey's Sand and Gravel; Part Lot 22, Concession 2

Chair Bridge called the meeting to order at 7:09 p.m. and requested any member of the public present to sign the attendance record. Chair Bridge 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."

C.A.O. Clerk White noted the subject lands are municipally know as 5991 3rd Line, and the proposed amendment revises the current Extractive Industrial (EI) Zone to allow storage and recycling of used asphalt and concrete in the existing pit. The applicant also applied to the Ministry of Natural Resources and Forestry to amend the aggregate license for this same purpose. Notices were mailed to the property owners within 120 meters of the property as well as applicable agencies and posted on the lands April 26 2016. Comments were received from Town staff, Mark Van Patter, Manager of Planning and Environment, Maitland Valley Conservation Authority and Ron Davidson, Land Use Planning Consultant Inc.

Chair Bridge called on the applicant or his agent to provide comments, and Ron Davidson spoke to the application merits. Manager of Planning and Environment Van Patter noted that the County has no concerns with the application.

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

Chair Bridge stated "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 the Public Meeting at 7:19 p.m.

9. Delegations

a. Volunteer Awards Recognition

Mayor Bridge presented certificates to the following volunteers:

- Canadian Diabetes Association North Perth/North Wellington Branch, Nancy Dietrich for 40 years, Audrey Morden, Henry Westendrop and Cora Anne Morden (not in attendance) each for 25 years.
- 1st Palmerston Scouts Daniel Pellis-Belair and Victoria Lacroix (not in attendance) for 25 years and Peter Poot and Ben Poot (not in attendance) for 15 years.

Mayor Bridge thanked the volunteers for their work and noted that Minto is reliant on all of the wonderful volunteers in the community.

b. Mayor's Charity Golf Tournament Groups

Community groups helping with the Mayors tournament explained plans for funds received:

- Dave Mallett of the Minto Refugee Resettlement Committee stated funds received will go to six months living expenses each committee must cover for the family.
- Ron Elliott representing Minto Minor Ball stated new equipment is needed, including bats and catchers equipment.
- Rory Norris of the 1st Palmerston Scouts noted money raised helps with the cost of attending the Canadian Scout Jamboree, being held in Nova Scotia in 2017. This event is only held once every 4 years.

All groups thanked the Charity Golf Committee for this fundraising opportunity.

Councillor Turton requested a change in the order of business asking Council move Item 12 c) 5) to be considered prior to Item 9 c).

MOTION: COW 2016-119

Moved by: Deputy Mayor Faulkner; Seconded by: Councillor Elliott

THAT Council consider Item 12 c) 5) C.A.O. Clerk, Marquardt rezoning report prior to Delegation Item 9 c) Chris Clark, Triton Engineering, Revised Town of Minto Servicing Standard.

Carried

Item 12c) 5) C.A.O. Clerk, Marquardt rezoning

Having previously declared a pecuniary interest Councillor Dirksen left her chair during discussion of this item. C.A.O. Clerk White presented the updated lease taking into account some concerns brought forward at the public meeting; some neighbours had asked for times of operation to be specified in the lease, but this can be covered by the noise by-law.

MOTION: COW 2016-120

Moved by: Councillor Turton; Seconded by: Councillor Anderson

THAT Council receives the CAO Clerk's report dated May 10, 2016 regarding the Marquardt Updated Lease; Monster Truck Rides and that a by-law authorizing signing of the lease be considered when the Marquardts sign the lease once the temporary use by-law is adopted.

Carried

Councillor Dirksen returned to her chair.

c. Chris Clark, Triton Engineering, Revised Town of Minto Servicing Standards
Mr. Clark presented information on the revised servicing standards which provide detailed engineering requirements for new development and construction work in the Town. The standards were last considered in 2012. C.A.O. Clerk White noted the document will benefit developers, but many existing urban roads cannot meet the new standard due to cost. Council discussed the standards and asked questions of Mr. Clarke and staff.

MOTION: COW 2016-121

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

THAT Council receives and approves the Municipal Servicing and Design Standards as presented.

Carried

10. Public Question Period – None.

11. Correspondence Received for Information or Requiring Direction of Council

Councillor Colwell requested that item 11 f) County of Huron's resolution regarding the Rural Economic Development Program be supported by Council.

Councillor Elliott requested that Item 12 b) 2) Minto Trails Committee Meeting Minutes of March 30, 2016, be considered as correspondence Item 11 i)

- a. McLaughlin Farms, Letter of Thanks
- b. Union Gas Limited, Ontario Energy Board Notice
- c. MP John Nater, Letters to the Upper Grand District School Board, Palmerston French Immersion
- d. Township of Perry, No Wake Restriction
- e. Niagara Region, Resolution re Lyme Disease
- f. County of Huron, Resolutions regarding: Rural Economic Development Program, Proposed Bill 158, Human Trafficking, Rural Physician Recruitment and Independent Electrical System Operator
- g. Town Of Aurora, Resolution regarding Proposed Bill 158, Human Trafficking
- h. Township of Dorion, Resolution regarding Proposed Bill 158, Human Trafficking

MOTION: COW 2016-122

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

Council receives correspondence items 11 a. through h. and endorses the following Huron County resolution:

WHEREAS in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development program and has indicated that it plans to integrate the program into the Jobs and Prosperity Fund;

WHEREAS the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds will significantly restrict benefits from this fund;

WHEREAS in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited to Business Retention and Expansion and Downtown Revitalization' projects and Economic Development Strategic Planning projects for small rural municipalities who were looking to improve their local economy. Also of note is that because the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the province.

NOW THEREFORE BE IT RESOLVED THAT THE Council of the Town of Minto asks the government of Ontario to reconsider the suspension of and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario.

BE IT FURTHER RESOLVED THAT this resolution be circulated to the Premier and the Minister of Agriculture, Food and Rural Affairs.

AND FURTHER THAT Council receive as correspondence for information Item 12 b) 2) Palmerston Railway Heritage Information Meeting Minutes of May 10, 2016.

Carried

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

a. Committee Minutes for Receipt

- 1. Maitland Source Protection Authority Minutes of May 20, 2015**

MOTION: COW 2016-123

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

THAT Council receives the Maitland Source Protection Authority Minutes of May 20, 2015 as information.

Carried

- 2. Maitland Valley Conservation Authority Minutes of March 16, 2016**

MOTION: COW 2016-124

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT Council receives the Maitland Valley Conservation Authority Minutes of March 16, 2016 as information.

Carried

b. Committee Minutes For Approval

1. Trees for Minto Committee Minutes of March 31, 2016

Councillor Dirksen noted 1,600 trees were planted this year with 150 more to go this weekend. Chair Jared James is helping landowners with making plans, and the Norwell CELP group has assisted with planting. There are larger projects in the works for the fall.

MOTION: COW 2016-125

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT Council receives the Trees for Minto Committee Minutes of March 31, 2016 and approves all recommendations contained within.

Carried

2. Palmerston Railway Heritage Museum Information Meeting Minutes of May 10, 2016
Minutes received as correspondence, see **MOTION: COW 2016-121**

c. Staff Reports

1. Chief Building Official, Building Statistics for April 2016

C.A.O. Clerk White provided a summary which includes a six plex in Palmerston.

MOTION: COW 2016-126

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

THAT Council receives the Chief Building Officials April Building Statistics for information.

Carried

2. Building Assistant, Metzger, Part Lot Control 42 and 44 George Street in Harriston
C.A.O. Clerk White reviewed the part lot control process to allow ownership of semi-detached units to be split without severance.

MOTION: COW 2016-127

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson

THAT Council of the Town of Minto receives the Building Assistants report dated May 11, 2016 regarding the Part Lot Control Exemption Application for the parcel located at 42 & 44 George Street North, Harriston, for information, and considers passing a bylaw in open session.

Carried

3. Building Assistant, Site Plan Approval Metzger, 24 George Street N., Harriston

MOTION: COW 2016-128

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT Council allow Jeremy and Jeff Metzger to speak to the report regarding Site Plan Approval Metzger, 24 George Street North, Harriston.

Carried

C.A.O. Clerk White reviewed the proposed site plan and some of the issues regarding the ownership and layout impacting the park and storm pond. Jeremy Metzger provided further explanation. Council discussed the issue and directed that public input be sought for the

rezoning and new layout.

MOTION: COW 2016-129

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT Council receive the report from the Building Assistant dated May 11, 2016 regarding Site Plan Approval Metzger, 24 George Street N, Harriston, and that Council agree to proceed to the public meeting on the rezoning to allow for site plan approval for the design prepared by Triton Engineering dated May 2016 conditional upon the following:

- 1. Final grading, drainage, servicing, sidewalk and landscaping details being submitted for approval by Town staff reflecting the final land boundaries and applicable zoning for the subject lands once decided by Council; and**
- 2. Execution of a site plan agreement pertaining to the revised drawings, land boundaries (if changed) and zoning (if amended) to the satisfaction of the Town.**

Carried

4. C.A.O. Clerk, Proposed Draft Tree Policy

C.A.O. Clerk White provided a brief explanation of the draft policy.

MOTION: COW 2016-130

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

THAT Council receives the C.A.O. Clerk's May 12, 2016 report regarding Proposed Draft Tree Policy.

Carried

5. C.A.O. Clerk, Marquardt rezoning

Considered after Item 9 b) Delegations as per resolution **MOTION: COW 2016-119.**

6. Tax Collector and Treasurer, Section 357 Applications

MOTION: COW 2016-131

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Council receives the May 2016 report from the Treasurer and Tax Collector regarding Section 357 Applications and that these applications be approved.

Carried

Councillor Colwell assumed the Chair

7. Tax Collector and Treasurer, 2016 Tax Rating By-Law

Treasurer Duff noted the rating by-law accounts for County and Education ratios now set.

MOTION: COW 2016-132

Moved By: Deputy Mayor Faulkner; Seconded By: Mayor Bridge

THAT the Council of the Town of Minto receive the May 9th, 2016 report from the Treasurer and Tax Collector regarding the Final Tax By-Law and consider passing By-Law 2016-35 in open session.

Carried

8. Treasurer, Budget Review

Treasurer Duff highlighted operating and capital expenditures.

MOTION: COW 2016-133

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT Council receives the Treasurers March 31, 2016 Financial Review report for information only.

Carried

9. Treasurer, Approval of Accounts May 13, 2016

Treasurer Duff noted savings were achieved by pre-purchasing a US Bank draft for the used aerial truck when the Canadian Dollar had reached a recent high.

MOTION: COW 2016-134

Moved By: Mayor Bridge; Seconded By: Councillor Dirksen

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for May 13, 2016 as follows: Administration \$ 147,151.30, People & Property \$ 6,422.61, Building \$ 3,015.29, Economic Development \$ 9,565.85, Incubator \$ 941.65, Tourism \$ 13.50, Fire \$ 29,624.16, Roads \$ 61,860.89, Cemetery \$ 6,056.78, Streetlights \$ 9,593.46, Waste Water \$93,169.86, Water \$21,961.05, Minto in Bloom \$ 1,689.69, Recreation \$ 11,293.90, Clifford \$ 11,550.36, Harriston \$ 16,456.61, Palmerston \$20,617.15, Norgan \$ 2,348.35.

Carried

Councillor Turton assumed the Chair

10. Public Works Director and Treasurer, Tender Award Committee

Treasurer Duff and Public Works Director Hansen outlined the need for the Committee given timelines of the OCIF funding.

MOTION: COW 2016-135

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

THAT Council receives the May 11, 2016 report regarding a Tender Award Committee, and hereby delegates authority to award the tender for reconstruction of Jane and Inkerman Streets to an Award Committee made up of Public Works Chair Councillor David Turton, CAO/Clerk Bill White, Treasurer Gordon Duff and Public Works Director Brian Hansen so long as the tender document is complete and meets all conditions specified by Triton Engineering and the amount of the bid is less than \$1,450,000 net of non-recoverable HST.

Carried

Mayor Bridge returned to the Chair

d. Other Business Disclosed as Additional Item

Councillor Anderson thanked staff for relocating the Cairn honouring Harriston Firefighters previously dedicated by Dr. Grafton, and Minto Fire for the re-dedication ceremony Sunday May 15 at the Harriston Lions Medical Clinic.

Councillor Dirksen reminded all of the North Wellington Hospital Gala at the Palmerston Arena Saturday May 28.

Councillor Elliott will provide a summary of OSUM at June 7th Meeting, but noted that in a presentation on Downtown Revitalization the Town of Minto and Economic and Business Manager Wick-Graham were highlighted.

Councillor Turton noted the Norwell CELP group was a great assistance cleaning up our community and asked that a letter of thanks on behalf of Council be sent to the group.

Deputy Mayor Faulkner noted that the Pal Mocha Shriners of Palmerston are selling Vidalia onions with proceeds going to the Montreal Burn Unit. He and Walter Trachsel continue to attend local tier Council meetings in the County promoting IPM 2016. He raised concern about information coming out about eliminating affordable natural gas in the Provincial Climate Change Action Plan.

Mayor Bridge announced he is running for election to the Board of the Federation of Canadian Municipalities through Wellington County at the conference in June.

13. Motion to Return To Regular Council

RESOLUTION: 2016-97

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

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

Carried

14. Notices of Motion - None

15. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION: 2016-98

Moved By: Councillor Elliott; Seconded By: Councillor Turton

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

Carried

16. By-laws

Councillor Dirksen left her seat having previously declared a pecuniary interest for this item.

a. 2016-33, amend Zoning By-law 01-86, Marquardt, East Part of Con D Lot 82, Harriston

RESOLUTION: 2016-99

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

THAT By-law 2016-33, amend Zoning By-law 01-86, Marquardt, to allow a temporary use of East Part of Con D Lot 82, Harriston; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

Councillor Dirksen returned to her seat

b. 2016-35, Set Tax Rates for 2016 and provide for the collection thereof

RESOLUTION: 2016-100

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

THAT By-law 2016-35: authorizing the Mayor and C.A.O. Clerk to execute the 2016 Tax rating By-law; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

c. 2016-36, amend Zoning By-law 01-86, D'Arcey, Part Lot 22, Concession 2

RESOLUTION: 2016-101

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT By-law 2016-36: to amend zoning on Part Lot 22, Concession 2 from Extractive Industrial to Extractive Industrial Exception; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

d. 2016-37, Exempt Part Lot Control 42 and 44 George Street Harriston

RESOLUTION: 2016-102

Moved By: Councillor Colwell; Seconded By: Councillor Anderson

THAT By-law 2016-37: to Exempt Part Lot Control for lands being Part Park Lot 5, North East of George Street, Harriston; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

e. 2016-38, Confirm the Proceeding of the May 17 2016 Committee/Council meeting

RESOLUTION: 2016-103

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

THAT By-law 2016-38; 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

17. Adjournment 9:56 p.m.

RESOLUTION: 2016-104

Moved By: Councillor Elliott; Seconded By: Councillor Turton

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

Carried

Mayor George A. Bridge

C.A.O. Clerk Bill White



THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2016-06: Metzger
Applicant: Jeff & Jeremy Metzger
TUESDAY June 7th, 2016
7:00pm 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 Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11, municipally known as 24 George Street North, and 100 William Street, 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 Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11, municipally known as 24 George Street North, and 100 William Street, Former Town of Harriston, Town of Minto.

The Purpose and Effect affects PART A and PART B properties differently. On the lands shown as A, the amendment is to rezone the lands from Open Space (OS) to Residential Exception Zone (R2-46) to allow the development of townhouses. On the lands shown as B, the amendment is to allow relief from the required rear yard setback and distance between buildings. The applicants are proposing to construct a 23 unit townhouse development on the subject lands and these amendments are required in order to facilitate this proposal. Further variances may be required and will be determined at the public meeting.



Public Meeting Agenda
To Consider an Amendment
to the Town of Minto Zoning By-law No. 01-86 for property
located at Part Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11
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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 May 13th 2016. The following comments were received:

- a) Town of Minto staff
 - Building Assistant's report attached
 - b) Mark Van Patter, Manager of Planning and Environment, report attached
 - c) Brandi Walter, Environmental Planner, comments attached
 - d) Ross Wilke, Letter dated May 26 2016
 - e) Neil Murray, Letter dated May 27 2016
 - f) Peggy Newman, Letter dated May 29, 2016
 - g) Tracey Crispin, Letter dated June 2, 2016
 - h) Ken Porter, Letter received June 2, 2016
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.
 10. If there are no further comments, Chair Bridge will adjourn this Public Meeting.



Town of Minto

DATE: May 31 2016

TO: Mayor Bridge and Members of Council

FROM: Stacey Pennington, Building Assistant

RE: ZBA-2016-06-Metzger

Part Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11
24 George Street North, 100 William Street

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 are shown on the map to the right. The Official Plan Designation of the subject lands is Residential; the zoning of the property labeled “A” is Open Space, and “B” is Residential Exception Zone R2-46. Lot A is owned by the Town and is part of a larger parcel zoned Open Space to accommodate a combined park and storm pond for the former Harriston Senior School re-development.



The applicants are proposing to construct a townhouse development consisting of 3 fourplexes, 3 triplexes and one semidetached dwelling, totaling 23 units. These amendments are required in order to facilitate this proposal.

COMMENTS

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

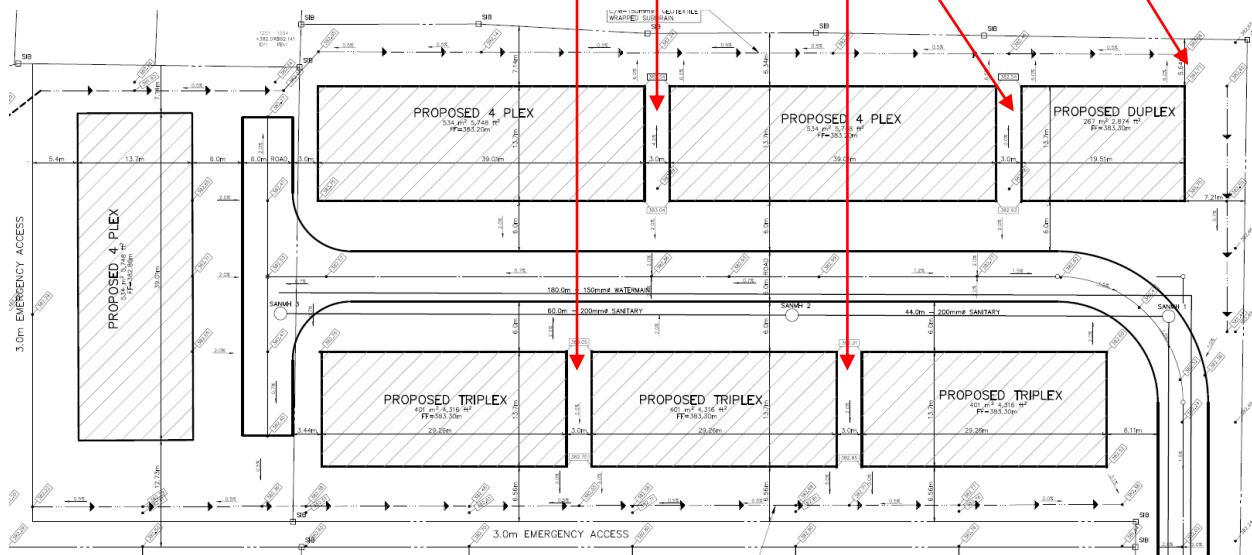
Building Zoning

The proposed Zoning By-law Amendment affects PART A and PART B properties differently. On the lands shown as A, the amendment is to rezone the lands from Open Space (OS) to Residential Exception Zone (R2-46) to allow the development of townhouses. On the lands shown as B, the amendment is to allow relief from the required rear yard setback and distance between buildings as outlined in the table and shown on the plan below. Other zoning relief may be required upon submission of final drawings.

Section	Description	Required	Proposed
13.2.2.4	Rear Yard Setback	7.6m (24.9 ft.)	5.64m (18.51 ft.)
13.2.2.9 (c)	Distance between building sides	9.1m (31.0 ft.)	3.0m (9.84 ft.)

Rear Yard Setback Proposed Minimum

Distance Between Buildings Proposed 3.0m



A stop work order was issued by the Chief Building Official when footings were installed by the developer on Part B without a building permit and site plan agreement. The footings installed do not correspond with any of the building locations shown on the current site plan.

Public Works and C.A.O. Clerks

- There is no verbal or written agreement between the Town and developer to sell Part A.
- Site plan approval issued by Council May 17 was conditional upon final zoning and land ownership being confirmed.
- A final site plan is required once a decision is made on zoning and ownership of Part A.
- The developer will construct and maintain water, sewer, roads and surface water drainage for the townhouse development. A site plan agreement for just the townhouse property will be required regardless of whether Part A is included or not.
- Original site servicing agreement for the former Senior School project requires developer to rough grade, contour, bring to finished grade and seed the pond/park at their cost;
- While grading of the pond has occurred final grades have not been confirmed so the combined park and pond and is unfinished and has not been accepted by the Town.
- Original Park and pond is +-1.3 acres in area including storm pond outlet to future Lawrence St. Approximate area of Part A is +-1,800 square metres or about +-44 acres
- There are over 20 hectares (+50 acres) of Town owned parkland in Harriston; for a population of 2,000 this averages over 0.1 hectares per person which is an above average amount (Community Centre, Pool & Park, Trailer Park & Pavillion, Greenway Trail,

Mill Street & Lawn Bowling, IODE, Margaret St Woodlot, Harriston Seniors, Lion's Playground, Tannery Park, Cenotaph and Current Senior School Park/Pond)

- If Part A is included in the project a registered professional consulting engineer will need to first certify the smaller park/pond is adequate for proper stormwater management

RECOMMENDATION

That Council receives the Building Assistants report ZBA-2016-06-Metzger on the proposed rezoning for Part Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11.

ATTACHMENTS

Planners Comments, Mark Van Patter, Manager of Planning and Environment, County of Wellington, June 1 2016

MVCA Comments, Brandi Walker, Environmental Planner, MVCA, May 27 2016

Letter Dated May 26 2016, Ross Wilke

Letter Dated May 27 2016, Neil Murray

Letter dated May 29, 2016, Peggy Newman

Stacey Pennington,
Building Assistant



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
TEL: (519) 837-2600
FAX: (519) 823-1694
1-800-663-0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

June 1, 2016

Bill White, CAO / Clerk
Town of Minto
5941 Highway 89
Harriston, Ontario N0G 1Z0

Dear Mr. White:

**Re: Metzger Multi-Residentials
George Street and William Streets – Harriston
Zoning By-law Amendment**

PRELIMINARY PLANNING OPINION

In my opinion, further work is required prior to supporting this rezoning. The Town needs to determine whether to sell the portion of the open space lands to the Metzger's. Further stormwater work is required. A more detailed site plan is required; then we will know what zoning relief is required. I do not have any other concerns with the overall concept at present. The redevelopment of these lands with 1 storey, fourplexes and triplexes seems compatible with existing development and a good effort at intensification. I will draft a zoning by-law amendment once the above matters are sorted out.

SUBJECT LAND

The properties subject to the proposed amendment are located on Part Park Lots 4, 5 and 6, RP 61R-20210 Parts 9, 10 and 11, with municipal addresses of 24 George Street N and 100 William St E, Harriston. The area to be rezoned is 1.31 ha (3.23 acres) in size and shown in red on the air photo next page.

PURPOSE The purpose and effect of the proposed amendment affects PART A and PART B properties differently (see notice map). On the lands shown as A, the amendment is to rezone the lands from Open Space (OS) to Residential Exception Zone (R2-46) to allow the development of townhouses. On the lands shown as B, the amendment is to allow relief from the required rear yard setback and distance between buildings. The applicants are proposing to construct a 23 unit, single storey townhouse development on the subject lands and these amendments are required in order to comply with the zoning by-law.

BACKGROUND

The lands were rezoned in 2013 to allow for redevelopment of the former school lands. The Metzger's proposal is to develop 3 fourplexes, 3 triplexes and 1 semi-detached buildings, for a total of 23 units. The westernmost fourplex is proposed to be on land currently owned by the Town of Minto. It is zoned open space and would have to be rezoned to a residential category, if the Town were to support the proposal. Most of the other Town land, shown in heavy white line and fronting onto William Street, is to be used for a stormwater management area.



PROVINCIAL POLICY STATEMENT (PPS)

Section 1.1.3.3 of the 2014 PPS states that *“planning authorities shall identify appropriate locations and promote opportunities for intensification”*. Section 1.4.3 encourages Planning Authorities to provide an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents.

WELLINGTON COUNTY OFFICIAL PLAN

The property is located within the Harriston Urban Centre and is designated Residential. The policies of Section 8.3.2 of the Official Plan set out a number of objectives for residential development including, *“g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighbourhoods.”*

ZONING BY-LAW

The western quarter, approximately, of the lands is currently zoned Open Space (OS) and is to be part of a stormwater management area. The eastern three-quarters of the land is currently zoned Residential Exception (R2-46). The special regulation read as follows:

“Notwithstanding section 12.1 of this by-law to the contrary, a cluster townhouse development may be permitted on the lands within the R2-46 zone. The cluster townhouse use shall meet all of the regulations of Sections 13.2.2 of the Residential R3 Zone.”

PLANNING CONSIDERATIONS

Neighbouring Properties

The lots immediately south fronting on George Street are currently being developed as semi-detached homes. Immediately west, the Open Space zoned lands are for stormwater management. To the north and east, existing homes are zoned Residential (R1C) and front onto, respectively, Lawrence Street and Arthur Street East.

Intensification

Both the Provincial Policy Statement and the Official Plan encourage intensification. Section 8.3.12 of the Official Plan contains criteria for evaluating intensification proposals.

- a) Compatibility of proposed in terms of built form ... may not be the same as existing adjacent development but which can co-exist ... while not creating unacceptable adverse impacts.

Comment: The only existing development is along Lawrence and Arthur Streets. The proposed development will be to the rear of the properties and unlikely to have any significant impacts.

- b) Building height and massing

Comment: All of the townhouses are to be single story. Therefore, should be no issue.

c) Maintenance of lotting pattern

Comment: This is somewhat of a unique situation. The block is wider than most and there is a larger interior area. Given the intensification goal and the size, the design seems reasonable.

d) Ability of infrastructure to accommodate the proposal

Comment: I understand that full municipal servicing is available.

e) Impact on streetscape and protection of municipal trees

Comment: Interior of block, shouldn't be any impacts.

f) Impact on adjacent properties ... In relation to grading, drainage, access, parking, privacy, views, outdoor amenities and shadowing.

Comment: At one storey in height, I don't see many impacts on neighbouring properties.

g) Conservation of cultural heritage resources

Comment: I am not aware of any cultural heritage resources. This is a redevelopment site and we are basically starting from scratch.

Some of the above criteria can be considered at the time of site plan control and the issuance of building permits. Some criteria are addressed by zoning by-law standards for the R3 zone.

Stormwater Management

It is my understanding that the stormwater management work for the proposal is still at a preliminary stage. The grading and drainage plan have only recently been received by the Town. Detailed calculations are still required. Stormwater management is being reviewed by Triton Engineering on behalf of Minto.

Zoning Deficiencies

Originally, there were 3 zoning deficiencies discussed:

<u>Description</u>	<u>Required</u>	<u>Proposed</u>
Rear Yard Setback	7.6 m	5.64 m
Distance Building Faces	18.3 m	18.0 m
Distance Building Sides	9.1 m	3.0 m

I understand now that the design might be able to meet the required 18.3 metres separation between building faces?

There are a few other requirements that do not seem to be complied with:

<u>Description</u>	<u>Required</u>	<u>Proposed</u>
Front Yard	20.1 m	not specified, but looks small
Side Yard	6.0 m	5.4 m at west end, also not specified for NW corner of middle 4-plex, but looks small
Rear Yard	7.6 m	5.6 m

Status of Site Plan

It is my understanding that the site plan is in a state of flux and more discussion is required before it is finalized. I would suggest that a draft amending by-law not be prepared until the site plan is finalized and the zoning deficiencies known.

Sincerely,



Mark Van Patter, RPP, MCIP
Manager of Planning and Environment
519.837.2600 Ext. 2080

C: Jeremy and Jeff Metzger, applicants
Stacey Pennington, Building Official

MEMORANDUM

TO: Bill White, CAO/Clerk, Town of Minto
CC: Terry Kuipers, Chief Building Official, Town of Minto
J & J Metzger Construction Ltd, Applicant
FROM: Brandi Walter, Environmental Planner / Regulations Officer
Maitland Valley Conservation Authority (MVCA)
DATE: May 27, 2016
SUBJECT: Application for Zoning By-law Amendment
Part Park Lots 4, 5, & 6, RP 61R-20210, Parts 9, 10 & 11
Town of Minto, Geographic Town of Harriston
24 George Street N and 100 William Street E

The Maitland Valley Conservation Authority (MVCA) has reviewed the above-noted application for zoning by-law amendment with regard for Provincial and Authority Policies and associated mapping related to Natural Heritage and Natural Hazards features in accordance with our Memorandum of Agreement for plan review with County of Wellington; and in accordance with our delegated responsibility for representing the “Provincial Interest” for natural hazards. Based on our review, we offer the following comments.

It is our understanding, the purpose and effect of the proposed amendment is to rezone PART A lands from Open Space (OS) to Residential Exception Zone (R2-46) to allow development of townhouses; and to allow relief from the required rear yard setback and distance between buildings on PART B. PART A and PART B properties are identified on the Notice of Public Meeting for this application.

Natural Heritage:

There are no natural heritage features on or adjacent to the subject property.

Natural Hazards:

The subject property is located within the Regional Storm Floodplain. See attached map.

Section 3.1.5 of the Provincial Policy Statement (PPS, 2014) states that “*where the two-zone concept for floodplains is applied, development and site alteration may be permitted in the floodfringe,*

subject to appropriate floodproofing to the flooding hazard elevation or another flooding hazard standard approved by the Minister of Natural Resources"

As such, a Special Policy Area (S.P.A.) has been adopted by the County of Wellington within the Town of Minto (formerly Harriston), where a modified two zone concept is utilized for development within the floodfringe portion of the floodplain. The S.P.A. permits floodproofing requirements to be reduced to the one hundred year flood elevation as a minimum standard for new development.

Section 5.4.5 of the County of Wellington Official Plan (OP) (February 2011) requires that development and site alterations will only be permitted in a S.P.A. if 1) the hazards can be safely addressed, 2) new hazards are not created, 3) no adverse environmental impacts will result, and 4) essential emergency services have a way of safely entering and exiting the area during times of flooding, erosion and other emergencies.

The above natural hazard policies of the County of Wellington OP are in conformance with the Natural Hazard policies of the PPS, 2014.

MVCA Regulated Lands:

MVCA regulates development (construction, filling, site alteration and grading) within floodplains plus 15 metres adjacent to the floodplain, pursuant to *Ontario Regulation 164/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation)* made under the *Conservation Authorities Act (R.S.O. 1990, chapter C.27.)* Subject to *O. Regulation 164/06*, MVCA must review and approved proposed development within the floodplain.

As such, proposed development (construction and site grading) located within MVCA's regulated areas as identified on the attached map, must obtain MVCA permission prior to undertaking the work.

Background:

In 2014, MVCA provided comments on a zoning by-law amendment for the subject properties; which rezoned the lands from Institutional (IN) to Residential (R2) and Open Space (OS). MVCA's comments are attached. We also provided comments and support for 5 severances affecting the same lands. In general, MVCA supported the above-noted applications and subsequent development provided that;

1. We were satisfied with a 'Cut/Fill Concept Plan' and 'Grading Concept Plan' (attached); and that,
2. The entire emergency access was constructed as per the above-noted 'Cut/Fill Concept Plan' prior to issuing the occupancy permit for the first development; and that,
3. MVCA permit must be received prior to construction and site grading.

The applicant committed to constructing the entire emergency access as per the attached January 28, 2015 letter from J & J Construction Ltd.

MVCA received and approved the above-noted plans in 2014. However, to date only a portion of the emergency access has been constructed as observed on a recent MVCA compliance inspection.

Report:

MVCA has the following concerns for the current application:

1. The emergency access has not been completed. As such, the safety of existing and future occupants of the recently severed and occupied lots; and future residents on PARTS A & B of the current application are at risk because they do not have safe egress to an area outside the floodplain in the event of a regulatory flood; and,
2. The proposed townhouses on PART A are located in the area currently zoned Open Space 'OS', which was reserved for a park and storm pond as shown on the attached "Site Concept Plan" (MTE, May 31, 2013.) MVCA reviewed this 'Concept Plan' in coordination with the attached, "Grading Concept Plan" (MTE, May 31, 2016) and the above-noted "Cut/Fill Concept Plan" as part of our review for severances B67/14 to B71/14. MVCA provided the attached Clearance Letter to the County of Wellington Planning Department confirming our review and approval of the plans.

The proposed development of townhouses on PART A does not match the approved concept plans, specifically, the proposed Cut/Fill Concept Plan and Grading Concept Plan.

In order for MVCA to support the current zoning application and proposed development, we require the following information to assess if the development and public safety will not be affected by the flooding hazard; and that the development will not create new hazards or aggravate the existing flooding hazard, as per Section 3.1, Natural Hazard Policies, PPS, 2014.

1. Revised Cut/Fill Concept Plan and calculations to assess the impact to the floodplain;
2. Revised Grading Plan to show that development on PART A & B will be floodproofed and that the existing and proposed developments will have safe ingress/egress (emergency access), and
3. A topographic survey by a Land Surveyor that shows the entire emergency access has been constructed to allow for safe ingress and egress during a regulatory flood event for existing and future development of the subject lands.

Until we have received the above information, MVCA advises the Town of Minto that the current application is not in compliance with Section 3.1, Natural Hazard Policies of the PPS, 2014, which states:

Section 3.1.2 Development and site alteration shall not be permitted within:

- c) **areas that would be rendered inaccessible to people and vehicles during times of flooding hazards**, erosion hazards, and or dynamic beach hazards, **unless it has been demonstrated** that the site has safe access appropriate for the nature of the development and the natural hazard;

Section 3.1.7 Further to policy 3.1.6, and except as prohibited in policies 3.1.2 and 3.1.5 (stated above), development and site alteration may be permitted in those portions of hazardous lands and hazardous sites where the

effects and risk to public safety are minor, **could be mitigated in accordance with provincial standards**, and where all of the following are demonstrated and achieved;

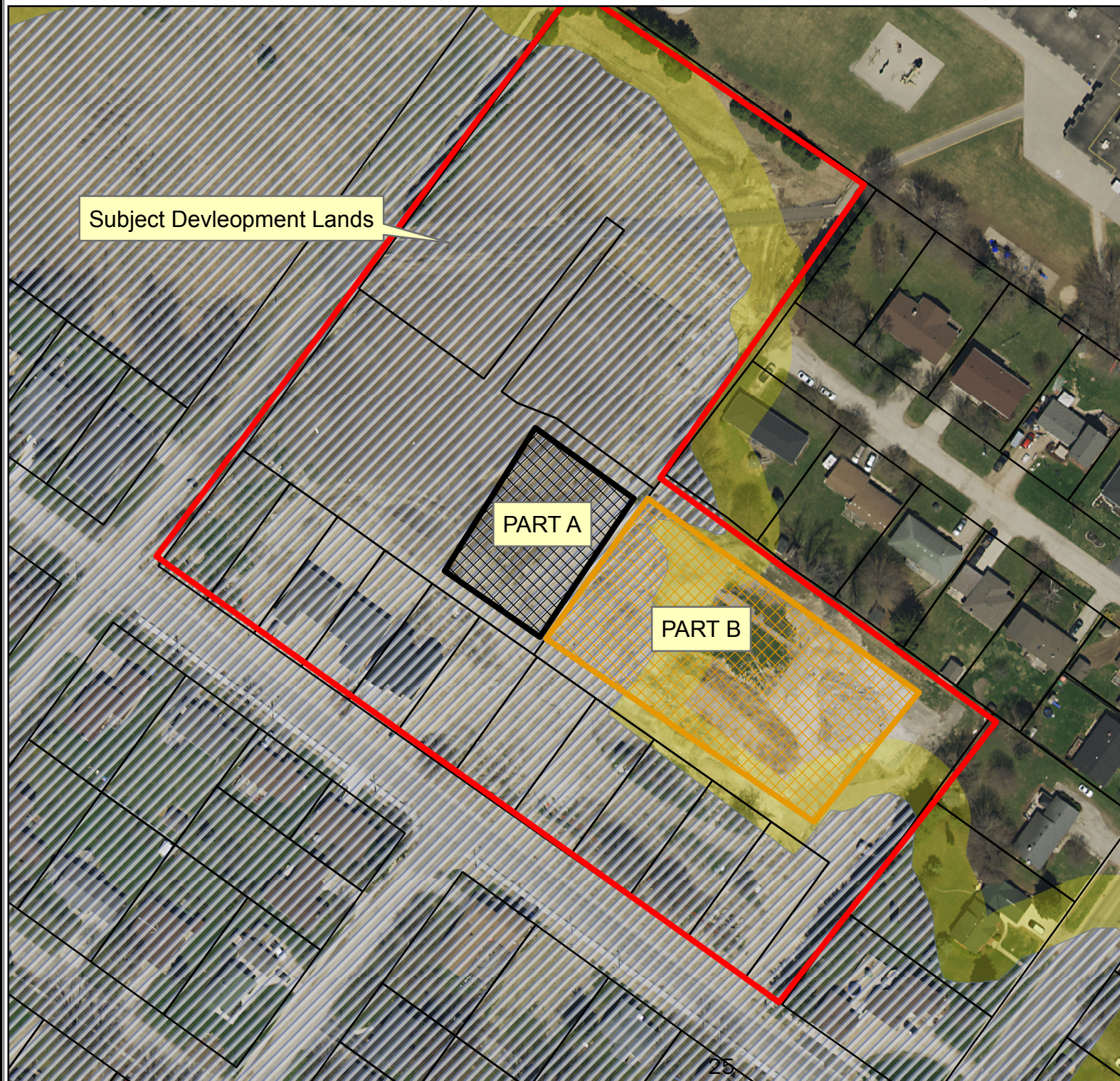
- a) development and site alteration is carried out in accordance with floodproofing standards, protection works standards, and access standards;
- b) vehicles and people have a way of safely entering and exiting the area during times of flooding, erosion and other emergencies;
- c) new hazards are not created and existing hazards are not aggravated; and,
- d) no adverse environmental impacts will result.

In summary, MVCA does not support this zoning by-law amendment. We recommend that the application be deferred until we have reviewed the aforementioned plans. We cannot advise the Town of Minto at this time if the proposed development will aggravate the existing flooding hazard or if new development will be floodproofed. We also recommend that the entire emergency access be constructed prior to approval of this application as shown on the recommended topographic survey...to allow for safe ingress and egress for existing and new development.

MVCA has not received our \$225.00 fee for review of this application. As such, we will invoice the applicant directly.

Please note, MVCA charges a fee for review of Site Plans and Lot Grading Plans. As such, the fee for review of the amended plans will be \$550.00. Also, a MVCA permit is required prior to grading the access and for construction of the new townhouses. The Application fee for grading the access will be reduced to account for our review time of the above-noted plans.

Thank you for the opportunity to comment at this time. Feel free to contact this office if you have any questions.



Subject Deveopment Lands

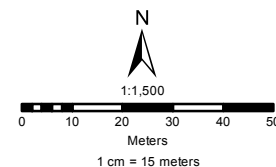
PART A

PART B

Ontario Regulation 164/06 Regulated Features

Pt PK Lts 4-6, RP 61R-20210,
Pts 9-11, Town of Minto,
Geographic Town of Harriston
24 George St. N. & 100 William St. E

- Floodplain
- 15 metre Floodplain Allowance



Map Projection: UTM NAD83 Zone 17

Produced by Maitland Valley Conservation Authority,
GIS/Planning Services under Licence with Ontatrio
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Aerial Photography taken in 2015 by Fugro Geospatial.

This map is for illustrative purposes only. Information
contained hereon is not a substitute for professional
review or a site survey and is subject to change
without notice. The Maitland Valley Conservation
Authority takes no responsibility for, nor guarantees,
the accuracy of the information contained on this map.
Any interpretations or conclusions drawn from this
map are the sole responsibility of the user.

File: S:\Planning and Regulations\Development Planning and
Regulations\Planning 2016\Regulation\Inquiries
Date: May 30, 2016
Produced By: Brandi Walter



RECEIVED MAY 27 2016

May 26 2016

Mr. Bill White, CAO

Town of Minto

5941 Highway 89

Harriston, Ont.

Dear Mr. White;

Re: letter regarding former Harriston Public School Property

We were the second house custom built on our block over 40 years ago. We built our home on this site [62 King St. N.] to be close to the school for our children. The school property was well maintained with a playground area and three baseball diamonds.

After the school closed the property deteriorated and was not maintained. The property was sold the new owners let the property deteriorated even further. It became a dump site with weeds overgrowing on the property, dumping ground with sewer pipes, discarded cement sidewalks and rubble from the former school scattered on the site.

Recently the property has been cleaned up for the first time since the School board sold the property a few years ago.

The retirees in our community are in desperate need of retirement condos. Numerous seniors have moved away from Harriston as a result of lack of retirement condos. As soon it was learned that Mr. Wideman is serious about building condos for seniors a number of houses have gone on the market and retirees are planning to relocate to the new condos on the above property. Most of the homes sold are being purchased by young couples. This Has a important positive effect on our local economy. We need housing for young people to fill the shortage of employable people in the local job market. The condos will be a positive contributor to our tax base. Seniors will not have to move out of our community away from friends and family.

It is a known fact that seniors are the largest group of people volunteering to support the communities greatest needs.

I realize some people do not agree with the expansion the letter outlines regarding the above property.

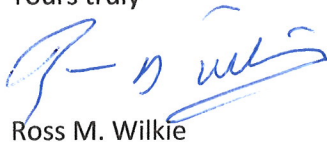
A community working together can find solutions to problems without confrontation. Compromise is not defeat, it is a solution to satisfy the majority. A community working together can achieve great results. Let's work together on this project for the betterment of our town.

The communities GREATEST NEED today is Condos for retirees. The condos are not low rental housing. The rental costs are at a level that eliminates the fear anybody has about the quality of people that will be renting the units.

As I mentioned, we are in urgent need of seniors condos in Harriston. From my understanding most of the originally planned units have been rented. It is my hope the project will not be delayed. I plead with the council and those opposed with the project to compromise and find a common solution so the project can succeed.

We all know the answer and that is Condos for seniors is a high priority in Harriston. Let's move forward together as a community and resolve the issue without delay. Retirees are expecting to move into the condos by Oct. 15/16.

Yours truly



Ross M. Wilkie

RECEIVED MAY 27 2016

Mr. Bill White, CAO,
Town of Minto
5941 Highway #89

May 27/16

Mr. White -

I write this letter in regard to a letter I received from you about notice of a public meeting re amendment to a Minto Zoning By-law.

I have already sold my house and have an agreement to rent one of the condos, signed by the owner a Mr. Wideman. I am having problems understanding the changes that keep coming at me?

In this application the only difference I can see is cutting down the Park area to make room for one more Condo Building

I am not in favour of this but then it is only my opinion

Yours truly
Neil Murray

NEIL MURRAY 59 WILLIAM ST. E

Peggy Newman

54 George St. N., Harriston, ON. N0G1Z0

May 29, 2016

CAO/Clerk

Mr. Bill White

Town of Minto

5941 Highway 89

Harriston, ON

N0G 1Z0

Dear Mr. White:

The purpose of this letter is to present a written submission in opposition to the proposed zoning by-law amendment to the properties located on Part Park Lots 4, 5 and 6, RP61R-20210 Parts 9, 10 and 11, with municipal addresses of 24 George St. N., and 100 William St. E., Harriston. (As per the “Notice of Public Meeting for Amendment, and Notice of Complete Application” sent out from the town office, dated May 13, 2016.)

My interest and concern regarding this proposal is based on the property that I own and reside at being adversely affected by this requested change. I live at 54 George St. N, Harriston and my backyard backs directly onto the planned “park and storm pond” green space that is part of the site plan for this area. I have lived at this address since January 2015.

My first point of opposition is that I chose to build a new home in this new development, and entered into a contract to build with Metzger Construction (applicants), under the advertised site plan that there would be a green space park behind the first 6 single home lots along George Street. When I originally chose the lot that I would build on I based a large percentage of that decision on the layout of the property behind the lots. I chose the lot I am currently on because it would be in the middle of the green space behind the properties, maximizing my view and minimizing the impact from other lots or buildings. If the plan that was advertised to me showed that there would be a building lot coming up to the corner of my lot, I would have chosen differently. I chose to build in this development because, as advertised to me in the outset of planning, it would provide my family with a quite, residential setting, with lots of green space. I moved into town from a rural area and what this development was offering to me in terms of space and setting was, and is, important.

My second point of opposition is that taking away one third of the advertised green space and replacing it with more building units will adversely affect all of the surrounding properties. The application for amendment to the zoning of the open space, to be used as building site for more townhouse units, completely changes the physical layout, visual impact, noise impact, and environmental impact of the area. The application for rear yard setback and distance between buildings to be reduced has a huge impact as well on surrounding properties. Essentially the neighbouring properties will be looking at end-to-end brick walls, with very small yards and therefore very little

landscaping possibilities. The request for the rear yard setback to be reduced means that the townhouse units will be very close to other property lines, therefore increasing the negative impact to surrounding properties.

My third point of opposition is centered around the environmental impact of this requested change. This area is a natural flood plain, and because of this the “park and storm pond” area was necessary in the original layout plan of the development. When I chose to build, very careful consideration was given with regards to this fact. I knew this was a wet area and I went over many factors with my builders (Metzger Construction) to ensure that it was okay to build in this area and that I would not be looking at future water problems. The design of the house, the grading of the property and the existence of the “storm pond” are all important factors to ensuring that the water is managed and not going to cause future structural or cosmetic damage to my property or house. The proposed amendment asks for a reduction in the storm pond size by one third. The original site servicing agreement between Metzger Construction and the Town of Minto (dated July 1, 2013) states that a “combined park and storm pond no less than 1.0 acre in size...shall be retained by the Town”. The proposed amendment will reduce the size of this storm pond to well under 1.0 acre. I am interested to know what the Maitland Valley Conservation Authority recommendations and requirements are for this area.

With regards to water management as well, my concern about having an increase in townhouse units, a decrease in space between units, and a reduction of storm pond size is that when it comes to Winter snow management, surrounding properties will be affected. With a plan to build units close together and add a fourplex backing onto the storm pond area, where will snow be moved to? Where will it be piled? Will piles of snow be pushed up against surrounding property lines, and when Spring comes will the melting piles be causing excess run-off onto these property yards? An area that is already naturally wet needs space to manage snow and drain properly.

My fourth point of opposition is that if the proposed re-zoning is approved to allow a larger townhouse development to be built, the resale value of my property will decrease. The amount that I paid for my property and house is reflective of a large future green space behind it, with open views. The value of it will most certainly be less with a large fourplex building backing up to the corner of my property and a reduced green space available behind my property.

The last point that I wish to make is that when I chose to build in this development, the site plan advertised a “senior living homes” development of 19 units (behind building lots 7-11). The layout of these units and the intention of them being “seniors condos” (as they were repeatedly referred to by Metzger Construction) meant to me that they would be nicely spaced, privately owned, well maintained, quiet residential condo units. This was a positive aspect to this area and it added to my choice to build here. Although it has not overtly been advertised as such, I have come to hear that the intentions of these townhouses is no longer “condo ownership”, but rather rental units. I understand that the intention is for these to be “senior housing”. What is the guarantee that the future use of these units is by seniors and that the intended vision of this development is maintained? I do not see how anyone can guarantee that, and with providing an increase in number of units and marketing them as rentals I am concerned about the future of this area.

I did not purchase and build a new home in this development with the understanding that this was the future plan. I purchased with the knowledge of the previous plan advertised to me with the vision of what I would be looking at and the space my family would be able to enjoy when I stepped out into my backyard. The proposed amendment to the development of this area changes that vision for me and for the other homeowners that have already purchased here.

With regards to the reasons stated above, I strongly feel that the proposed amendment to the re-zoning of part of the open space for park and storm pond for the development of townhouses be rejected. I also strongly feel that the amendment to allow relief from the rear yard setback and distance between buildings be rejected.

Sincerely,

A handwritten signature in cursive script that reads "Peggy Newman". The signature is written in dark ink and is positioned below the word "Sincerely,".

Peggy Newman

Please inform me in writing of the decision made regarding this matter.

A handwritten signature in cursive script that reads "P. Newman". The signature is written in blue ink and is positioned below the text "Please inform me in writing of the decision made regarding this matter.".

Tracey Crispin

58 George Street N, Harriston, ON, N0G1Z0

June 2, 2016

CAO/Clerk

Mr. Bill White

Town of Minto

Dear Mr. White:

Please find the following letter as a written submission in ***opposition*** to the proposed zoning by-law amendment to the properties located on Part Park Lots 4, 5, and 6, RP61R-20210 Parts 9, 10 and 11, with municipal addresses of 24 George St. N and 100 William St. E., Harriston. (As per the "Notice of Public Meeting Amendment, and Notice of Complete Application" sent out from the Town of Minto, dated May 13, 2016)

My opposition and concerns regarding these proposed changes to the land involved are based on the fact that I chose and purchased my lot/home, which directly backs onto the original green space, park and dry pond, according to the original plan presented to me by J&J Metzger Construction. At no time during our many conversations prior to signing the building contracts and my closing date (Dec. 2014), was it ever suggested that the original 4 units of "Senior's condos" would become a "housing projects type community" with 7 units. Which by the way, will only provide an extra 2 living spaces but take away the green space and park this side of our community was promised. I had other subdivision options I could have pursued, but chose this lot and location based on the written plans and trust of the word of my potential builder, J&J Metzger Construction. Moving from a rural location I felt this lot location would provide myself and my 3 children the perfect solution of being close to the school with green space to enjoy. I did not expect to look off my back deck, across one lot width into the back of a brick wall.

I am very concerned with the fact that such an intense engineering process of this development had to be completed with strict guidelines, under Maitland Valley Conservation Authority, for the original dimensions of the dry pond (and park space) to accommodate the water run off and now it can just be reduced by 1/3 of the original size

to suit more buildings. The original site servicing agreement between Metzger Construction and the Town of Minto (dated July 1, 2013) states that a "combined park and storm pond" no less than 1.0 acre in size be included in the development of this land. I already have issues with the slope and accumulation of water sitting in and around my back yard due to incorrect grade and I feel that more units will only increase the issues that have not been addressed by the builder or the town as of yet.

In the original site plans that I was given prior to choosing my lot showed a "seniors living" development of 19 units, consisting of 4 buildings behind lots 7-11. This layout of these units and the consistent reinforcement of the term "seniors condos" (referred to by Metzger Construction) led me to believe that this would become a quiet, well maintained, privately owned residential development. It has been brought to my attention that the townhouse units will no longer be "condo ownership", which also provides a "pride of ownership" to keep well maintained properties, but a rather "rental units". I would like to know who is responsible to enforce that these units are only sold or rented to "seniors" because I would find it hard to believe they would stay a "seniors development" versus vacancy of units. How is the town of Minto addressing the issues of garbage pick up, snow removal, location of snow being plowed and road maintenance to a 7 unit development with reduced dimensions between and around proposed units.

With the regards to the reasons stated above, I strongly **reject** the proposed amendment to change the re-zoning of the designated land from open space for park and storm pond to the development of a 7 unit townhouse complex.

Sincerely,

Tracey Crispin

Mayor Bridge and members of Town of Minto Council,

I am in full agreement there is a need for quality rental accommodation in Minto. You have the opportunity to be responsible for the creation of a vibrant seniors community as part of a development. With that said I'm not in favour of charging ahead at all cost just to get something in place.

I live at 61 George St. N. in Harriston and living right across the road from a construction project, which has been ongoing for approx. 3 years and may continue for 5 years or more, is unpleasant. In my opinion it hasn't had to be as unpleasant as it has been however the developers have not been considerate neighbours in the past and have openly admitted their shortcomings.

That's enough about the past, let's try to get some clarity about the future and this site plan approval. I'm confused regarding what the protocol or process should be and what appears to be happening. Before the proposal was presented to Council at the May 17th meeting the Town owned property had already been filled and compacted. Jeremy Metzger even told Council during the meeting the "fill's in there now". So, before Council was even presented with a draft plan the work was completed on the subject property to the specifications of the soon to be proposed plan without as much as a discussion regarding price or the knowledge of the Town or it's Engineers.

On May 24th I met on site with Jeff and Jeremy Metzger. We talked about many things including the fact the subject property was already filled, compacted and "lasered" to a new grade plan that wasn't supposed to exist. As a result of that meeting I relayed the information to CAO White, Mayor Bridge and some members of Council that J & J Metzger Construction may start construction. On May 25th construction on 2 fourplexes started on the site. Now keep in mind the construction which was halted by the CBO was not in compliance with the original plan or the revised plan which was presented to Council. Again it appears to be in accordance with plans no one knows about and without permission from any authority. According to the Stop Work Order there wasn't a building permit for either building.

That's the timeline as how things have progressed as I've perceived them to this point. Now we are going to have a public meeting to get feedback on the proposed project including rezoning, transfer of ownership of property and a new site servicing agreement. Is the meeting just protocol or is Council genuinely interested in the public viewpoint?

During my meeting with Jeremy and Jeff Metzger on May 24th we argued that past behaviours are indicative of future performance. I think I won that one as they proceeded to violate the Building Code the following day. Proceeding as they have has shown disrespect and total disregard for Town of Minto Council, the Planning process, the Building Code, the public, the immediate existing neighbourhood, their Professional Engineers, their leasing agent, the prospective tenants and especially the Chief Building Official and Chief Administrative Officer. Why risk a project worth hundreds of thousands of dollars with such cavalier entitled behaviour?

The original site servicing agreement states there will be a combination park / storm water pond of no less the 1 acre in size. The large park was a positive component of the development used to obtain original approval. The original size of the water detention pond was deemed

sufficient to control storm water. I realize the agreement is a fluid document but the proposed changes are substantial; too substantial to charge ahead without approval.

Families believed the representations made by J & J Metzger and bought homes. In my talks with my neighbours they are upset with the possibility of reducing the greenspace that influenced them to purchase their new homes.

We can agree some sort of rental project or condominium project will go ahead. However, at the moment I think everyone should take a breath and at least figure out what set of plans to use. I understand there is a panic to get going because of occupancy commitments, which may or may not be reasonable, but this is another case of the tail wagging the dog or the developer wagging the Council, staff and the approval process.

Granted, people can change but in this case I'm still of the belief that former behaviours will predict future performance. I hope I'm wrong but if allowed to continue I could see the developers become Landlords with the same attitudes towards property standards, safety and the Landlord and Tenant Act. Your actions can help create something good but your actions also have the potential to be a detriment to a nice neighbourhood. A vote to proceed at the moment would be a vote to condone the actions of the developers; it may even be viewed as a reward for what should be considered unacceptable behaviour. It's clear when the project does move forward there'll be a need for a more specific site development agreement with more stringent oversight from the applicable authorities.

Respectfully Submitted,
Ken Porter,
61 George St. North, Harriston, ON



THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2016-07: Robinson
Applicant: Jeff Metzger
TUESDAY June 7th, 2016
7:00pm 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 22, Concession 1, Geographic Township of Minto - with municipal addresses of 401, 411, 417 and 423 Jane Street.

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 22, Concession 1, Geographic Township of Minto - with municipal addresses of 401, 411, 417 and 423 Jane Street.

The Purpose and Effect is to allow for limited residential development on the subject lands. These lots have been in existence for over 100 years and are within the Agricultural zone. Consideration will be given to what portions may be developed at this time, reducing setbacks to an urban standard, and possibly using “holding” to phase development. The intent is to make more efficient use of the existing lots, and to allow for pre-servicing of the lots during the upcoming reconstruction of Jane Street.

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 May 13th 2016. The following comments were received:

- a) Town of Minto staff
 - Building Assistant’s 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 22, Concession 1, Town of Minto

Page 2

- b) Mark Van Patter, Manager of Planning and Environment, report attached
- c) Brandi Walters, MVCA Environmental Planner, report attached
- 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.
- 10. If there are no further comments, Chair Bridge will adjourn this Public Meeting.



Town of Minto

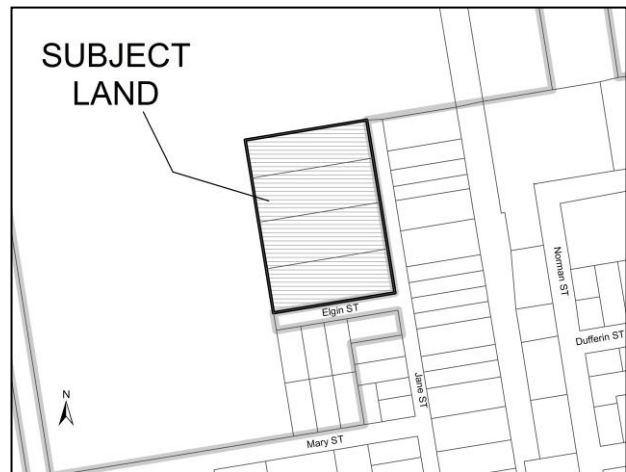
DATE: May 31 2016
TO: Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Assistant
RE: ZBA-2016-07-Jeff Metzger, Robinson Jane Street Lots

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

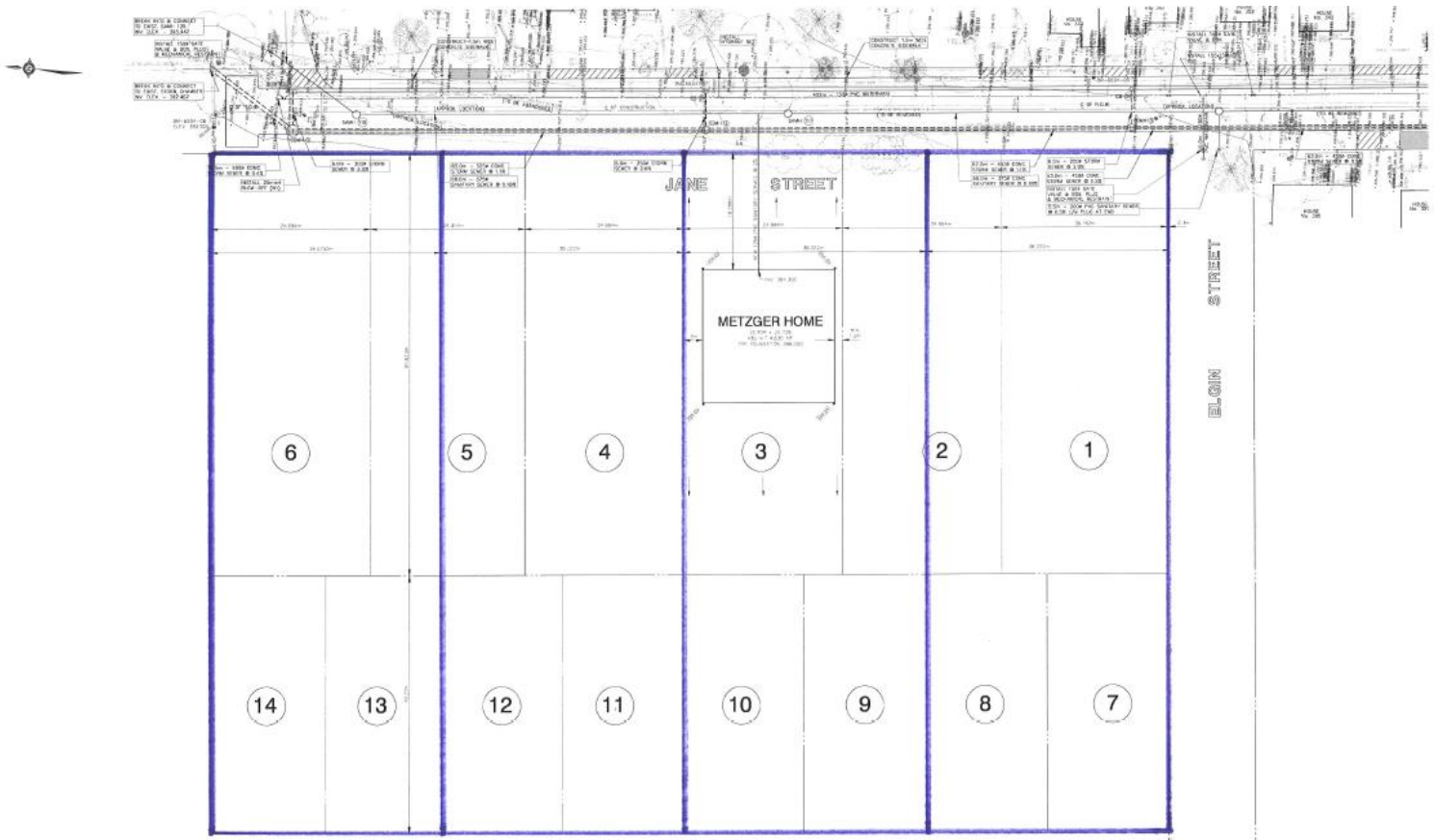
The subject lands for the proposed amendment is located on Part Lot 22, Concession 1. Four existing parcels (401, 411, 417 and 423 Jane Street) make up the subject lands. The property is approximately 1.56 hectares (3.85 acres) in size as shown in the map to the right. The Official Plan designation of the property is Prime Agriculture. The current zoning of the subject property is also A - Agricultural. The lands are located outside the current urban boundary of Palmerston.



The purpose of the application is to amend the current A zoning to permit residential construction with reduced setbacks complying to an urban standard. The proposed setbacks would comply with R1B - Low Density Residential Zoning as per our current Zoning By-law. The existing Agricultural Setbacks for reduce lots and R1B Setbacks are outlined in the table below.

Zoning	Section	Title	Setback	
Agricultural (reduced lot provisions)	8.5.2.3	Front Yard (minimum)	18.3 m (60.0 ft)	
	8.5.2.5	Interior Side Yard (minimum)	3.0 m (9.8 ft)	
	8.5.2.4	Rear Yard (minimum)	7.6 m (24.9 ft)	
R1B-Residential	10.2.3	Front Yard (minimum)	6.0 m (19.7 ft)	
	10.2.4	Interior Side Yard (minimum)	One Storey	1.2 m (3.9 ft)
			More than One Storey	1.8 m (5.9 ft)
			No Attached Garage	3.7 m (12.1 ft) one side only
	10.2.6	Rear Yard (minimum)	7.6 m (24.9 ft)	

The applicant has submitted a preliminary site plan with proposed lot layouts for intensification through future planning applications, shown below. The configuration shows six potential lots fronting on Jane Street to be created from the original four lots (shown outlined in blue). Another eight potential lots might be considered if a roadway could be created and services provided at the back of the lots.



The applicant would like to build a home on Lot 3 that allows for future severance of urban lots to use servicing on Jane Street being reconstructed by the Town. The idea is to allow one home without compromising a more urban development.

The proposed setbacks are outlined below.

	Minimum		Maximum
Front Yard	6 m (19.7')		18.3 m (60 ft)
Rear Yard	46.8 m (160 ft)		
Interior Side Yard	One Storey	1.2 m (3.9 ft)	
	More than One Storey	1.8 m (5.9 ft)	
	No Attached Garage	3.7 m (12.1 ft) one side only	

These setbacks will allow the houses to be located in such a manner to allow for protection of the possibility of the future lot creations (Lots 7-14) shown on the proposed site plan. If there were severance applications in the future, the lots would have to be rezoned to permit buildings in line with the current urban standard.

COMMENTS

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

Building & Zoning

The applicant has submitted a preliminary site plan and servicing layout for a proposed build on lot 3 of the site plan. This site plan conforms to the current Agricultural setbacks. On the current lot located at 411 Jane Street. It would also conform to the proposed setbacks outlined in the proposed zoning bylaw amendment for both the existing lot, and the proposed Lot 3.

Public Works

The applicant will have to pay frontage fees for the entire 38.222m frontage on the existing lot located at 411 Jane Street prior to the issuance of a building permit.

Clerks

As reported to Council, April 27, the Town controls access to the lands due to a one foot reserve along Jane Street and another easement that crosses the lot. The rezoning allows an agreement to be reached with Jeff Metzger so that the home built does not compromise development in an urban form.

Maitland Valley Conservation Authority comments identify a natural flooding hazard impacting the lands. This hazard has never been shown in the County Official Plan or the Town zoning by-law, but appears to be a regulated area for which a permit from the Authority will be required. It was first identified to Council in 2015 when floodplain mapping was updated in rural areas. County staff is discussing with the Authority how to implement the regulated area in the context of this application, but recommends proceeding with rezoning.

RECOMMENDATION

THAT Council of the Town of Minto receives the Building Assistants report on the proposed rezoning for Part Lot 22, Concession 1, and following the public meeting and agency comments consider passing the rezoning by-law in open session.

ATTACHMENTS

Planners Comments, Mark Van Patter, Manager of Planning and Environment, County of Wellington, June 1, 2016

Environmental Planners Comments, Brandi Walters, Maitland Valley Conservation Authority, June 1, 2016

Stacey Pennington,
Building Assistant



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
TEL: (519) 837-2600
FAX: (519) 823-1694
1-800-663-0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

June 1, 2016

Bill White, CAO / Clerk
Town of Minto
5941 Highway 89
Harriston, Ontario N0G 1Z0

Dear Mr. White:

**Re: Metzger / Robinson Building Lot
401, 411, 417, 423 Jane Street - Palmerston
Zoning By-law Amendment**

PRELIMINARY PLANNING OPINION

The proposed dwelling is to be located on a lot existing pre-1906. Existing lots are not subject to the Minimum Distance Separation requirements of the by-law. Currently, building permits are not available as there is a sewer easement across a number of lots and a one foot reserve across the frontage of all lots. I understand that the sewer easement is no longer required. As Jane Street is being reconstructed this year, it makes sense to take into consideration potential future development and install sewer connections now. I would be in general support of Mr. Metzger's proposal for a dwelling, provided it is situated so as to not compromise potential future development. I have provided a draft by-law, which leaves the area in the Agricultural zone, but adds minimum and maximum setbacks that will work to accomplish this. The Maitland Valley Conservation Authority indicates that the subject lands are within the "floodway" and are regulated lands. Therefore, it would seem that a permit would be required from the MVCA, prior to a building permit being issued. I would note that nothing seems to turn on the proposed rezoning here. Whatever development rights the lots enjoy are not being altered. All that the zoning amendment change, are the front and side yard requirements.

SUBJECT LAND

The properties subject to the proposed amendment are located on Part Lot 22, Concession 1, Geographic Township of Minto - with municipal addresses of 401, 411, 417 and 423 Jane Street. Together, the four existing lots, making up the subject lands, are approximately 3.85 acres in total and shown on the air photo, following page.

PURPOSE

The purpose of the amendment is to allow for limited residential development on the subject lands. These lots have been in existence for over 100 years and are within the Agricultural zone. Consideration will be given to what portions may be developed at this time, reducing setbacks to an urban standard, and possibly using “holding” to phase development. The intent is to make more efficient use of the existing lots, and to allow for pre-servicing of the lots during the upcoming reconstruction of Jane Street.

BACKGROUND

These lots are present in the 1906 Historical Atlas of Wellington County. The lower three lots are approximately 1 acre in size, with widths of 125 feet and depth of 350 feet. The fourth, northernmost lot is about 0.85 acres in size, with the same depth and a frontage of only 107 feet.

The applicant Jeff Metzger wishes to build a dwelling on the lot, second from the bottom – 411 Jane Street, currently owned by Cole Robinson.

As I understand it, there is a sewer easement that runs across 401, 411 and a small part of 417 Jane Street, and this easement is no longer required. At some point, a one foot reserve (owned by the Town) was taken along the frontage of all four lots. This means a building permit could not be issued, as frontage on an open street was interrupted by the reserve.



PROVINCIAL POLICY STATEMENT (PPS)

Section 1.1.3.3 of the 2014 PPS states that *“planning authorities shall identify appropriate locations and promote opportunities for intensification”*. Section 1.4.3 encourages Planning Authorities to provide an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents.

WELLINGTON COUNTY OFFICIAL PLAN

The east side of Jane Street is within the urban area of Palmerston and is designated Residential in the Official Plan. The subject lands, however, are located on the west side of the street in the rural area and are designated Prime Agricultural.

The policies of Section 8.3.2 of the Official Plan set out a number of objectives for residential development including, *“g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighbourhoods.”*

ZONING BY-LAW

The subject lands are zoned Agricultural Exception (A-1). The special regulation is to prohibit the development of new livestock operations so close to an urban community.

PLANNING CONSIDERATIONS

Prematurity of Development?

Full development of these lots at efficient “urban density” is premature. The subject lands are outside of the urban centre of Palmerston. An official plan amendment would first be required. In order to approve an amendment a comprehensive review would have to be undertaken.

Notwithstanding this, however, these are legal lots and the only thing preventing the development of four dwellings appears to be the sewage easement, the reserve and recent comments from the Maitland Valley Conservation Authority (MVCA).

Floodway Issue

In her letter of today, Brandi Walter of the MVCA indicates that almost all of the subject lands are considered to be floodway within MVCA Regulated Lands. MVCA suggests further discussion and analysis, prior to approval of the rezoning.

It does not seem to me that anything turns on approval of this zoning amendment. As you will see later in this report, all that we are doing is adjusting the minimum and maximum front yard and side yard. Whatever development rights these lots have in law, is unchanged.

Regardless of the above, it appears likely that whatever the Town of Minto does, the applicant will require a permit from the MVCA for being in their regulated area.

Also, it would appear that Minto's Building Officials would not be able to issue a permit as the MVCA regulations are "applicable law".

Upgrading of Municipal Services – Connector Opportunity

It's my understanding that Jane Street is going to be improved this year including sewers. It makes sense to put the connections in now, while the street is opened-up, rather than coming back later.

Barn – Minimum Distance Separation (MSD 1)

One of the constraints to expanding the urban centre is the presence of a livestock operation at 221 Mary Street. I can see a manure pile in the 2015 air photo. The separation distance is essentially doubled for urban area expansions. On the other hand the ability to expand the barn is probably already constrained by the existing urban boundary. Further investigation would be required to determine the possibility of expanding the urban area.

Section 6.17.1 of the Minto zoning by-law exempts existing, vacant lots from being subject to MDS 1. The MDS has no bearing on their development.

Intensification

Both the Provincial Policy Statement and the Official Plan encourage intensification. If the barn and floodway issues could be overcome, then at the very least, each of the existing lots could be split in half. If Elgin Street were ever to be opened up, then some smaller lots or multi-residential units might also be possible.

Zoning Controls – So Future Urban Development Not Compromised

I don't think I have any concerns over development of one dwelling, provided this does not compromise the future development of the area at greater density. I would suggest that the minimum yard setbacks be reduced from standards of the Agricultural zone to that of the Residential R1B zone. This will allow the dwelling to be placed closer to the road and closer to the side yard.

Building Officials Mr. Kuipers and Ms. Pennington are suggesting the following minimum and maximum allowable setbacks for the dwelling:

<u>Description</u>	<u>Maximum</u>	<u>Minimum</u>
Front Yard	18.3 m	6.0 m
Side Yard on one side	3.0 m	1.8 m

I have adopted their approach in the draft amendment that is attached.

Sincerely,



Mark Van Patter, RPP, MCIP
Manager of Planning and Environment
519.837.2600 Ext. 2080

C: Jeff Metzger, applicant
Terry Kuipers & Stacey Pennington, Building Officials
Brandi Walter, MVCA

MEMORANDUM

TO: Bill White, CAO/Clerk, Town of Minto
CC: Terry Kuipers, Chief Building Official, Town of Minto
FROM: Brandi Walter, Environmental Planner / Regulations Officer
Maitland Valley Conservation Authority (MVCA)
DATE: June 1, 2016
SUBJECT: Application for Zoning By-law Amendment
Part Lot 22, Concession 1, Township of Minto, Palmerston
401, 411, 417, & 423 Jane Street

The Maitland Valley Conservation Authority (MVCA) has reviewed the above-noted application for zoning by-law amendment with regard for Provincial and Authority Policies and associated mapping related to Natural Heritage and Natural Hazards features in accordance with our Memorandum of Agreement for plan review with County of Wellington; and in accordance with our delegated responsibility for representing the “Provincial Interest” for natural hazards. Based on our review, we offer the following comments.

It is our understanding, the purpose and effect of the proposed amendment is to reduce setbacks to an urban standard, and possibly using “holding” to phase development. The intent is to make more efficient use of the existing lots, and to allow for pre-servicing of the lots during the upcoming reconstruction of Jane Street.

Natural Heritage:

There are no natural heritage features on or adjacent to the subject lands.

Natural Hazards:

The subject properties are located within the Regional Storm Floodplain. See attached map. This mapping was circulated to the County of Wellington in 2015 as part of MVCA’s regulatory floodplain mapping updates; and both the County and the Town of Minto were circulated the notice of public information session for the updates in 2015.

Section 3.1, Natural Hazard Policies of the Provincial Policy Statement (PPS, 2014) does not support new development within flooding hazards unless a two zone concept for floodplain management is

applied. To date, a two zone floodplain policy has not been formerly adopted by the County of Wellington or the Town of Minto for the Town of Palmerston, specifically for this section of lots.

As such, where a two zone concept is not applied, the entire floodplain is managed as floodway.

Section 3.1.2 of the PPS, 2015 states that *“Development and site alteration shall not be permitted within a floodway regardless of whether the area of inundation contains high points of land not subject to flooding.”*

MVCA Regulated Lands:

MVCA regulates development (construction, filling, site alteration and grading) within floodplains plus 15 metres adjacent to the floodplain, pursuant to *Ontario Regulation 164/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation)* made under the *Conservation Authorities Act (R.S.O. 1990, chapter C.27.)* Subject to *O. Regulation 164/06*, MVCA must review and approved proposed development within the floodplain.

MVCA’s floodplain policies do not support development within in the floodway.

Report:

The current zoning application is to allow for residential development on the subject lands, which are located within floodway. As such, the application does not conform to Section 3.1, Natural Hazard Policies of the PPS, 2014.

Additionally, MVCA’s Floodplain Policies made under *Ontario Regulation 164/06* do not support development within the floodway portion of the floodway.

Subject to the above comments, MVCA recommends the decision for this zoning amendment be deferred until the following recommendation is undertaken.

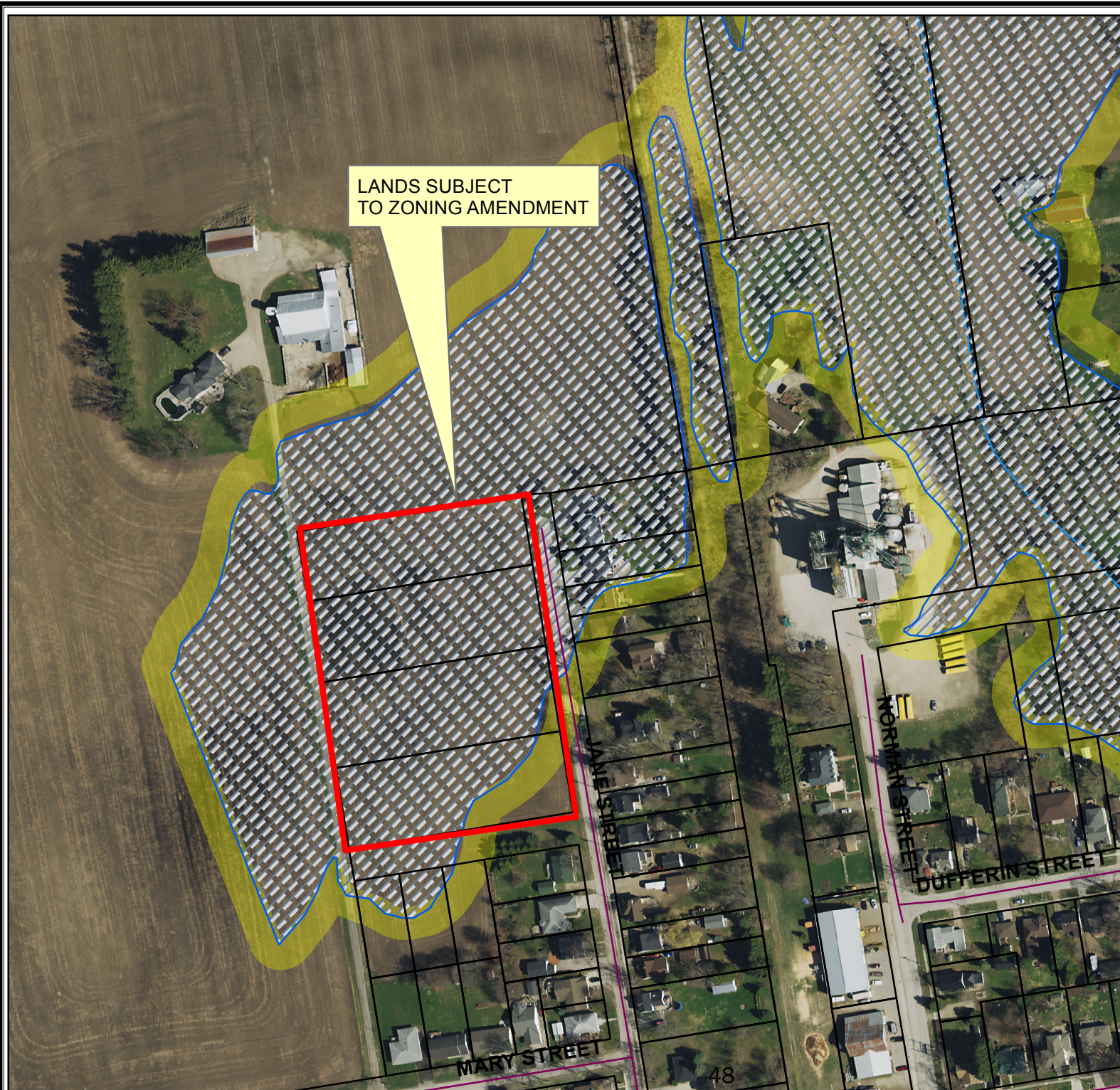
MVCA recommends the Town of Minto have the floodplain in Palmerston assessed to identify the hydraulic floodway and to assess if development will aggravate the existing flooding hazard on the properties or adjacent lands. If the study concludes no impact to the control of flooding or that the flooding hazard is not increased as a result of development, we recommend the Town move to adopt an official two zone concept for Palmerston if the Town wishes to proceed with development in this location.

MVCA can assist the Town of Minto with the process of floodplain review and proposed two-zone floodplain policies, as is our delegated role for represent the Provincial interest for natural hazards.

Fee:

MVCA has not received our \$225.00 fee for review of this application. We will invoice the applicant directly.



Thank you for the opportunity to comment at this time. Feel free to contact this office if you have any questions.

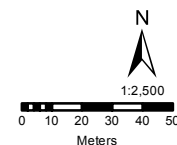


Ontario Regulation 164/06
Regulated Features

Part Lot 22, Concession 1
Town of Minto
Palmerston

Legend

-  palmerston_flood
-  15 metre Floodplain Allowance



1 cm = 25 meters

Map Projection: UTM NAD83 Zone 17

Produced by Maitland Valley Conservation Authority,
GIS/Planning Services under Licence with Ontario
Ministry of Natural Resources.
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Aerial Photography taken in 2015 by Fugro Geospatial.

This map is for illustrative purposes only. Information
contained hereon is not a substitute for professional
review or a site survey and is subject to change
without notice. The Maitland Valley Conservation
Authority takes no responsibility for, nor guarantees,
the accuracy of the information contained on this map.
Any interpretations or conclusions drawn from this
map are the sole responsibility of the user.

File: S:\Planning and Regulations\Development Planning and
Regulations\Planning 2016\Regulation\Inquiries
Date: 01/06/2016
Produced By: Brandi Walter



2016 International Plowing Match & Rural Expo

The poster features a background image of a rural landscape with green fields, trees, and a small farm building in the distance. A large blue arch frames a black silhouette of a tractor pulling a plow, which is shown in the process of turning over green soil. The year '2016' is written in large blue numbers to the left of the arch. Below the arch, the text 'WELLINGTON COUNTY' is in large blue letters, followed by 'International Plowing Match & Rural Expo' in smaller blue letters. To the right of the arch, the dates 'SEPTEMBER 20-24' are in large blue letters, followed by 'HARRISTON, TOWN OF MINTO' in smaller blue letters. A green banner with the text 'SAVE THE DATE' in white bold letters is positioned below the main text. Below this banner, a blue banner contains the text 'JOIN US FOR "A FRESH TASTE OF FARMING"' in white. At the bottom left, there are three social media icons: Instagram, Twitter, and Facebook. To the right of these icons is the website address 'WWW.PLOWINGMATCH.ORG' in large blue letters.

2016

WELLINGTON COUNTY
International Plowing Match & Rural Expo

SEPTEMBER
20-24
HARRISTON,
TOWN OF MINTO

SAVE THE DATE

JOIN US FOR "A FRESH TASTE OF FARMING"

   WWW.PLOWINGMATCH.ORG

Local Host



Wellington Plowmen's Association Bid

IPM 2016 the Non-Profit Organization set up to run this years match only

Wellington County key support and seed money to IPM 2016 through funding agreement

Town of Minto is host municipality (many staff and Council volunteer on all levels)

Parent Host



Ontario Plowmen's Association own the event

Board of Directors and staff members

Support a new volunteer Committee every year!

History of the IPM

The First match was held in 1913 at Sunnybrook Farm, which is now Sunnybrook Hospital, in Toronto

The First match outside of Toronto was at University of Guelph in 1915

The match has been held every year since, across Ontario, with the exceptions of 1918, and 1942-1945 due to the war

the 2013 match in Perth County marked the centennial of the IPM

The First Wellington County Match was held in 1937 at Beatty Bros. Farm located in Fergus

The Second was at Jack M. Gilchrist Farm in 1968 located in Guelph

In 1984 J.D. Ross & Neighbouring Farms hosted in Teviotdale

Lewis & Mae Day & Morris Day, Erwin G. Musselman and Neighbouring Farms hosted in 2000 in Elora

Background on the IPM

Since its inception, the match has attracted millions of competitors, exhibitors, and visitors from across Canada, the United States, and even Europe

It is the largest show of its kind in North America

Each Match is organized by a local Board of Directors, numerous committees, and supported by well over 1000 volunteers

Every match generates a Legacy fund to benefit the host County

What Happens at the IPM?

Plowing

Several types:

Modern Tractors

Vintage Tractors

Horse Drawn



What Happens at the IPM?

Queen of the Furrow

Contestants graded on agricultural knowledge and skill, plowing skill and ambassadorial skills

2015 - 2016 Ontario Queen of the Furrow

Kathryn Chant, of Grenville County

Before a packed crowd on Thursday, September 24, 2015, Kathryn Chant representing Grenville County, was crowned the 2015 - 2016 Ontario Queen of the Furrow. Kathryn faced competition from 23 other candidates from across Ontario.

Kathryn will spend the coming year travelling across Ontario representing the OPA and [IPM 2016](#).



What Happens at the IPM?

Banquets

Award banquet for plowing competitions, and Queen of the Furrow banquet



What Happens at the IPM?

Activities for Kids

Many children attend as part of class field trips, as well as coming with their families.



What Happens at the IPM?

Opportunities to Learn

Informative and historical displays are part of the Education Tent.



What Happens at the IPM?

Exhibitions

1000 acres of exhibitors, vendors, food stands, and entertainment



What Happens at the IPM?

Camping

The number of RV Park spaces booked each year averages 1500 trailers covering 100 acres..



59



11

What Happens at the IPM?

Quilting

The quilting committee starts to make the match blocks years in advance for the competitions.



60



12

What Happens at the IPM?

Antique Displays

Antique Tractors

Cars

Tools

Furniture

Signs

Local history

and more are put on display



Numbers - People

- Average number of Visitors varies between 75,000 to 100,000 per year
- All age groups represented
- 2015 IPM in Finch attracted 84,000 visitors

Numbers - Economic Impact

- The OPA Conducts Studies on a regular basis
- These studies have shown as high as \$20 million in local economic impact through tourism and event operations.
- 84% of past host community residents agreed that the IPM has increased the quality of life in their communities
- Buying power: for agri-business goods and services as well as farm equipment, visitors report annual expenditures of \$72 million

Numbers - Legacy Funds

- 2008 Bruce County Legacy Fund: \$900,000
- 2010 St. Thomas Legacy Fund: \$550,000
- 2011 Prescott - Russell Legacy Fund: \$225,000
- 2013 Perth - \$350,000

These funds were reinvested into the local community

A few of our Current Partners



Partners in Powerful Communities

GET #CAUGHTBLUEHANDED

Organizers of the 2016 IPM in Wellington County are using blue mittens and social media to help promote this years event.

Perth-Wellington MPP Randy Pettapiece and the Ontario PC Caucus got [#CaughtBlueHanded](#) in Queens Park. We thank them for their support!



66

Great to see Perth - Wellington MP John Nater getting his colleagues in Ottawa excited about [#IPM2016](#). Thank you for your support!



18

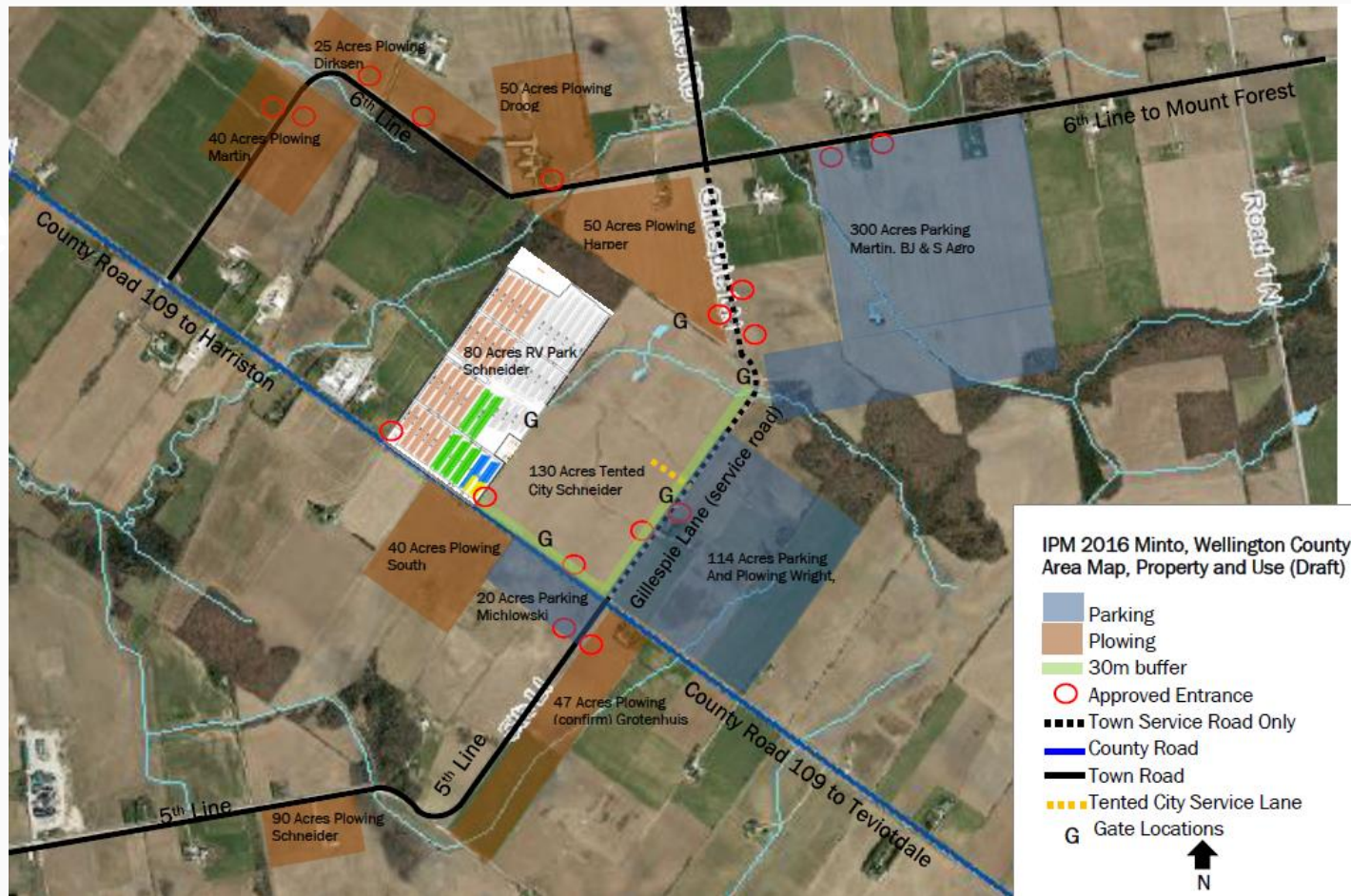
WHERE ARE WE RIGHT NOW!!



1. Half of 1200 RV Park Spots Sold
2. Quilt Show 135 entrants already
3. Kick-off Drayton Successful
4. Over 4,500 cook books sold
5. Nearly \$50,000 in souvenir sales
6. Tented City set up begins in July
7. RCMP Musical Ride; Jousting
8. Tickets on-line
9. Sponsorship Program
10. Auctioneer's Competition
11. Signage on County Roads



The



MUNICIPAL SUPPORT FOR 2016!!



Your municipality is in the County Showcase Tent

- zip line, activities, County Hospitality and more!

Cash sponsorship opportunities exist; Ross Wilkie (wlikier@wightman.ca)

Also IPM 2016 would really appreciate:

1. Volunteers During the Match (volunteeripm2016@gmail.com)
2. Opportunities for Service Clubs
3. Employee Crews for Setup or Labour (tentedcityrvpark@ipm2016.com)
4. Picnic Tables, Equipment, etc. (tentedcityrvpark@ipm2016.com)
5. Your support to potential sponsors and exhibitors (Cathy@plowingmatch.org)
6. Directional signs on municipal signs
7. Attend! Buy Souvenirs! Have fun!

Dave and Tina Burke
665 Prospect Street
Palmerston, ON N0G 2P0

May 30, 2016

Bill White
Town of Minto
Highway 5941
Harriston, ON N0G 1Z0

Dear Mr. Bill White,

I would like to be present as delegation at the June 7th Town Council meeting.

As a concerned resident, I would like the following issue addressed: The need for a clear by-law that would specifically regulate any body of water based on its depth; including a pool, hot tub, spa and landscape pond or other water feature. This regulation should apply to all properties in the Town of Minto.

Specifically, the issue is a pond located at 675 Prospect Street in Palmerston with a depth of more than 36" and given the fact that the pond is located in the front yard poses a major safety concern to immediate neighbours as well as the community as a whole. There are many young children that walk directly in front of this house going to and from school every day.

Ornamental and landscape ponds are great! They are nice to look at and are great habitats for various wildlife. Unfortunately they are not so good or very safe for young children. In fact, drowning is the second leading cause of injury-related death to Canadian children. Near drowning incidents is highest in this age range as well. No matter how hard you try, it is difficult to always know exactly where your child is, and drowning often occurs while a parent or caregiver assumes their child is safe.

It is a homeowner's responsibility to ensure the safety of themselves, their family as well as anyone else that enters onto their property. To have an open body of water only a few feet from where children live and play is asking for disaster. Water features are enticing to little ones and a homeowner should take all necessary precautions to ensure that their environment is safe and free from hazards that may cause harm. Researchers estimate that safer pool fencing could prevent seven out of 10 drowning incidents in home swimming pools for children under five years of age.

The model SAFE KIDS CANADA by-law <http://www.parachutecanada.org/policy/item/safer-pool-fencing-laws> is used as a template by many municipalities.

(a) **“Pool”** means an excavation, structure or product, which is:

- (i) located outdoors on private property;
- (ii) capable of being used for the purposes of swimming, wading, paddling or bathing;
- (iii) capable of holding water in excess of 0.61m (2 feet) in depth at any point;
- (iv) an open exposed water surface of 1m² (10.7 ft²);

and includes a hot tub and/or spa pool and landscape pond meeting the above criteria, but for the purposes of this by-law does not include any pool which is:

- (1) a pond or reservoir to be utilized for farming purposes or as part of a golf course;
- (2) a pool owned by any public or governmental body, agency or authority, or;
- (3) an existing natural body of water or stream;
- (4) a privately owned stormwater management facility;

It is time for our municipality to take action as well. It is the municipality’s responsibility to help protect everyone, especially our children. Integrating a clearer by-law would definitely make the Town of Minto a better and safer place to live.

Sincerely,

Dave and Tina Burke

From: Lajevardi, Tara [mailto:tlajevardi@eastgwillimbury.ca]

Sent: May-13-16 2:12 PM

To: 'clerk-grefte@alfred-plantagenet.com'; 'pparker@amherstburg.ca'; cwhite@asphodelnorwood.com; angela.sharbot@atikokan.ca; nirving@town.aylmer.on.ca; mtmacdonald@city.belleville.on.ca; rmordue@blandfordblenheim.ca; townclerk@thebluemountains.ca; coverholt@municipalityofbluewater.ca; admin@townofbwg.com; tgettinby@townshipofbrock.ca; jdenkers@brookealvinston.com; dleitch@centralelgin.org; kokane@centrewellington.ca; ckinfo@chatham-kent.ca; pfettes@clearview.ca; jocelyne.pronovost@cochraneontario.com; julie@cramahetownship.ca; hbouw@duttondunwich.on.ca; jwilson@townofgrandvalley.ca; ezt@ezt.ca; dmckinstry@twpec.ca; bsander@essatownship.on.ca; 311@greatersudbury.ca; general@get.on.ca; askCITY@hamilton.ca; help@huntsville.ca; abbott540@hurontel.on.ca; email@huronshores.ca; info@ingersoll.ca; LMcLean@iroquoisfalls.com; info@khrtownship.ca; info@kincardine.net; customerservice@king.ca; cblumenburg@cityofkingston.ca; kingsvilleworks@kingsville.ca; webmaster@lakeshore.ca; clerk@magnetawan.com; Annilene McRobb

Subject: Strategic Energy Initiatives: Hydro One

[Sent on behalf of Fernando Lamanna, Municipal Clerk]

Re: Strategic Energy Initiatives: Hydro One

For your information and records, at its regular meeting held on Tuesday, April 19, 2016 the Council of the Town of East Gwillimbury enacted as follows:

BE IT RESOLVED THAT Legal Services Report ADMIN2016-02 dated April 5, 2016 regarding Strategic Energy Initiatives, be received; and

THAT Council adopt the Resolution in Attachment 1 regarding an Equitable and Consistent Approach to Utility Ownership; and

THAT the resolution and this report be sent to the Premier, with copies to the Minister of Finance, the Minister of Energy, the Chair and CEO of Hydro One,

the Association of Municipalities of Ontario (AMO), Julia Munro, MPP, and all municipalities served by Hydro One

If you have, any further questions feel free to contact the undersigned.

Yours truly,

Fernando Lamanna, B.A., CMO, Dipl. M.M.
Municipal Clerk
Corporate Services
Tel: 905-478-3821 Fax: 905-478-2808
flamanna@eastgwillimbury.ca



ADMINISTRATION REPORT ADMIN2016-02

To: Committee of the Whole Council

Date: April 5, 2016

Subject: Strategic Energy Initiatives: Hydro One

Origin: Legal Services

RECOMMENDATIONS

1. THAT Legal Services Report ADMIN2016-02 dated April 5, 2016 regarding Strategic Energy Initiatives be received; and
2. THAT Council adopt the Resolution in Attachment 1 regarding an Equitable and Consistent Approach to Utility Ownership
3. THAT the resolution and this report be sent to the Premier, with copies to the Minister of Finance, the Minister of Energy, the Chair and CEO of Hydro One, the Association of Municipalities of Ontario (AMO), and all municipalities served by Hydro One.

PURPOSE

The report suggests that a resolution be sent to the Province, AMO, Hydro One and those municipalities served by Hydro One, asking that the province give more equitable financial treatment to municipalities served by Hydro One.

BACKGROUND

Funding inequalities between Hydro One and Municipal Electric Utilities

There is an apparent financial inequity between those municipalities (and ratepayers) that have, or once had, their own municipal electrical utilities and those municipalities (and ratepayers) that are served by Hydro One.

The assets of a municipal electrical utility (MEU), the annual dividends sent by a MEU to its municipal owner(s), and the growth in the assets over time, are funded almost entirely by the utility's ratepayers. The dividends and asset growth accrue to the municipalities, but the municipalities put almost none of their own money into the utilities.

The dividends and asset growth paid for by ratepayers in municipalities served by Hydro One go to the province even though the province does not put funds directly into the distribution services of Hydro One.

This creates two classes of municipalities and ratepayers in Ontario – those that benefit directly from the wealth created by electrical utilities, and those that don't. The inequality is not created by geography, or location, or the market. It is a consequence of provincial *policy*.

The inequity is a consequence of provincial policy

Under provincial policy, in the early decades of the 20th century, Ontario municipalities could choose to set up their own MEU or rely on the province for local distribution of electricity. This approach to electricity distribution appears to be uncommon, and maybe unique, in North America. Much of rural Ontario decided to receive service from the province; though the fact that at one time there were over 300 municipal utilities in Ontario indicates that many smaller municipalities did have their own MEU.

When the province deregulated the electricity system during 1998-2002, it was deliberate in its decision to let those municipalities that had an MEU own the assets through a municipal corporation, even though the assets had been paid for by the ratepayers, not the municipality. As illustrated in Attachment 2, this was part of the quid pro quo for the who-does-what exercise, or provincial downloading/uploading, occurring at that time – if a municipality received electricity assets it could reap the rewards. The converse was that if a municipality did not receive electricity assets, the province reaped the rewards.

On the one hand then, provincial policy was clear that electrical distribution asset wealth could be applied to municipal services. On the other hand, if in times past a municipal council had declined the choice to set up a utility, for whatever reason, the electrical distribution wealth went to the province. In both cases the wealth has been created by the ratepayer, not by the respective government.

The consequence is particularly acute in those formerly rural municipalities that are now urbanizing, such as East Gwillimbury. Examples are included in the more complete analysis in Attachment 2. When Richmond Hill sold its electricity utility in 2004, it had a population of 140,000. It received \$132,000,000. These funds are being put to municipal purposes. When East Gwillimbury reaches a population of 140,000 it will receive \$0 from any utility, because it never had one.

A further consequence is the imbalance in ratepayer contribution toward paying down the stranded debt of the former Ontario Hydro. This is outlined in more detail in Attachment 2.

It is suggested that the municipalities served by Hydro One should receive a portion of the proceeds from the sale of equity of Hydro One.

The province has initiated a process to sell some of the equity in Hydro One. Since the value of this equity has been created by ratepayers in those municipalities served by Hydro One, and since as noted above the province has already indicated that electrical distribution asset wealth be applied to municipal services, it is suggested that a portion of the Hydro One sale revenue be returned to the municipalities in the service area that generated the wealth. To this end a resolution is attached for distribution to the provincial government, AMO, Hydro One, and municipalities served by Hydro One.

It is suggested as well that Hydro One municipalities be permitted to invest in electrical distribution utilities

If municipalities served by Hydro One are concerned with utility rates and levels of service, or desire the opportunity to benefit from an ownership interest in the electric distribution utility serving their municipality (similar to the manner in which other municipalities benefit from their MEU's), their options are constrained. Options to advocate for efficient and effective services should be explored with other municipalities served by Hydro One. Options could include an equity investment in Hydro One.

However, for equity investment to occur the province must amend its legislation to allow Hydro One municipalities to invest in electricity assets. Any municipality should be permitted to invest in the electric distribution utility which serves their community. The proposed resolution requests that the province enable this.

NEED FOR PUBLIC CONSULTATION

There is no requirement for the Town to seek public consultation. However, any of the initiatives described in this report should be made available to the public for review and comment.

FINANCIAL IMPLICATIONS

There are no financial implications to beginning the dialogue initiated by the resolution attached to this report. The financial implications of a positive response could be significant.

ALIGNMENT WITH STRATEGIC PLAN

The recommendations of this report align with the following Strategic Pillar(s):

- #1 Providing quality, affordable programs and services for a safe, accessible and livable community**
- #2 Building a complete community that provides healthy places to live, work, play and learn**

CONCLUSION

This report has reviewed some of the issues in respect of the inequities in Ontario's current electricity revenue system as it relates to municipalities in the province and suggests two ways to address this inequity:

- 1) through participation in Hydro One dividend revenue and the revenues generated by the sale by the province of equity in Hydro One, and;
- 2) by exploring options of working with other municipalities served by Hydro One to advocate for the efficient and effective delivery of electricity to its customers. Such options to include the investment (debt/equity) in Hydro One.

Each of the above actions will require provincial support and approval to fully implement, and it is recommended that a dialogue be commenced with the province to review and address these matters.

Prepared & Recommended by:

Approved for Submission by:

Original Signed By

Original Signed By

Don Sinclair
Town Solicitor, Legal Services

Thomas R. Webster
Chief Administrative Officer

ATTACHMENT 1

EQUITABLE AND CONSISTENT APPROACH TO UTILITY OWNERSHIP

Whereas electricity is generally available across the province; and

Whereas electricity is distributed by a municipal electric utility (MEU) or Hydro One; and

Whereas all electric distribution customers across the Province have funded the maintenance, growth and development of the electric distribution system serving them, through their utility rates; and

Whereas under deregulation the province determined that the local municipality owned the MEU serving their municipality; and

Whereas ownership of an MEU conveyed significant value to the respective municipality and therefore the ratepayers in that municipality; and

Whereas only those municipalities served by a MEU benefited financially as the owner; and

Whereas those municipalities/ratepayers served by Hydro One have not received the same benefits associated with ownership equivalent to the MEU municipalities; and

Whereas all Ontarians benefit from revenues generated from Hydro One, including those with a MEU; and

Whereas the approach taken by the province has created a significant financial inequity across municipalities;

Now therefore be it resolved that the Province be requested to consult with municipalities served by Hydro One and resolve the inequity; and

Further that provincial legislation be amended to permit municipalities to invest (debt/equity) in the Electric distribution utility serving their municipality; and,

That this Resolution be sent to the Premier, with copies to the Minister of Finance, the Minister of Energy, the Chair and CEO of Hydro One, the Association of Municipalities of Ontario (AMO), and all municipalities served by Hydro One.

ATTACHMENT 2

Inequities in the Distribution of Wealth Created by Electricity Distribution in Ontario

BACKGROUND

The province established a provincial Hydro electric system in 1906 that provided generally for generation and transmission of electricity by the province and distribution of that electricity to residents and businesses through hydro utilities in local municipalities.

In rural areas local distribution was largely provided by the province through Ontario Hydro (at that time named the Hydro Electric Power Commission) rather than the local municipality, though there were many small municipalities within the rural areas that did establish their own utilities.

Over 90 years later, through 1998 - 2002, the province introduced deregulation that required municipalities that had hydro utilities to convert the municipal utilities to corporations. The municipality was deemed to be the sole shareholder of that corporation and consequently the owner of the assets of the electrical utility.

When the province began to restructure the electricity system in 1998 there were over 300 municipal electrical utilities (MEU's) across Ontario.

All electric distribution customers in Ontario funded the maintenance, growth and development of their respective electric distribution utility through their electricity rates.

Notwithstanding MEU's were funded through their distribution rates, the province determined during the deregulation exercise that MEU's were owned by the local municipality. Consequently after deregulation, municipalities with an MEU were able to receive significant annual dividend revenue or sell their MEU and its assets. This decision conveyed a significant value and financial benefit to those municipalities with a MEU and the ratepayers within these municipalities.

East Gwillimbury is the only municipality in York Region that has not had its own electricity utility

When the Regional Municipality of York was created out of the former York County in 1971, eight of the nine constituent municipalities had their own electricity distribution utility. East Gwillimbury was the only municipality in York Region that did not have its own utility. East Gwillimbury, like a number of municipalities across Ontario, was served by Ontario Hydro (now Hydro One).

Since East Gwillimbury is served by Hydro One it has never received annual dividend revenue from the utility that provided its electricity, nor will East Gwillimbury benefit from the sale of the utility assets, even though those assets were funded by the electric distribution rates paid by customers in East Gwillimbury.

ISSUES

Hydro deregulation created two classes of citizens in Ontario when it comes to the sharing of net revenue from the distribution of electricity or the sale of equity or distribution assets.

One class of Ontario residents and businesses benefitted financially when the province determined that MEU's would be owned by the local municipality which they serve. In turn revenue from electricity distribution assets could flow to the municipality to provide municipal services. This class of persons consists of those who reside or own property in municipalities that own, or did own and then sold, their own municipal electrical utility.

The other class of Ontario residents and businesses consists of those served by Hydro One. Although their electric distribution rates also funded the utility providing electricity - Hydro One - deregulation did not assign similar ownership or benefit to them or the municipality within which they resided. Consequently those residents do not receive revenue from electricity distribution assets to direct towards municipal services.

Issue 1: Inequitable and Inconsistent Approach to Electric Distribution Utility Ownership

During the 1998-2002 restructuring of the electricity system the government of the day made a *policy* decision that those municipalities that had an MEU could actually own that MEU. Municipal electrical utilities certainly were operating and managing local distribution, but it is apparent that actual ownership hadn't been clear.

Hansard records the Minister saying in the legislature (the Hon Jim Wilson, Minister of Energy, Science and Technology):

“Our legislation gave municipalities the tools they requested. The act clarified that municipalities own their electricity utilities. Local councils are the shareholders.”

And a commentator on energy policy in Ontario, lawyer Robert Warren, has noted:

“The reason municipalities own these corporations is that [former Ontario Premier Mike Harris] said we are going to download costs and in

compensation we will give you a cash cow, which will generate a return for you each year.”

This is absolutely not the case for those municipalities like East Gwillimbury served by Hydro One. East Gwillimbury and other municipalities served by Hydro One were left out of that equation and had no access to any such cash cow. There was no equity or offsetting compensation provided to municipalities served by Hydro One. As a result the process can be described as biased and unfair against municipalities served by Hydro One.

If the government of the day rationalized that the ratepayers in a municipality could own the electrical distribution assets in that municipality (in part presumably because their distribution rates over the years had paid for those assets), should not the same rationale be applied to the ratepayers in the municipalities served by Hydro One, whose rates have enabled Hydro One to construct and own the assets that have been built over the years? Similar to MEU's throughout the province, Hydro One's ratepayers should have access, through their municipalities, to the net revenue and the value of the assets of Hydro One.

Issue 2: Inequitable and Inconsistent Sharing of Revenue from Operations and or from the Sale of Equity and/or Assets

Those municipalities that have retained their MEU's, or have sold their MEU's, have been able to direct annual dividends, or proceeds from sale of the utility, to municipal services for their residents and businesses and to off-set provincial downloading.

The annual dividends of Hydro One go the province. They are not returned to the municipalities/ratepayers being served by that utility.

Ironically under the current system those municipalities served by their own MEU benefit from the assets they funded and the revenue that is generated and they also indirectly benefit from the revenue generated by Hydro One through receipt of provincial services, yet they haven't contributed to the funding of the Hydro One assets that generated the revenue.

The financial benefit to non-Hydro One municipalities can be significant

The following are two examples of the financial benefit resulting from the province deciding that the local municipality owned the MEU serving their municipality;

1. When the Town of Aurora sold its electricity utility in 2006, it had a population of 38,000. It received \$32,000,000. Attachment 2A shows how Aurora directed these funds.

2. When the Town of Richmond Hill sold its electricity utility in 2004, it had a population of 140,000. It received \$132,000,000. Attachment 2B shows how Richmond Hill initially directed these funds.

When East Gwillimbury reaches the respective population levels noted above, it will have no such revenue or asset base whatsoever, and therefore no opportunity to direct such revenue to directly benefit its residents and taxpayers.

Issue 3: Unequal burden of paying down the stranded debt of Ontario Hydro

The net income (minus interest) of Hydro One is directed to the Ontario Electricity Financial Corporation towards retiring the debt and other liabilities of the former Ontario Hydro. The net income from MEU's is retained within the respective municipal ownership.

The debt is largely a result of construction of nuclear generation facilities that serve **all** persons and businesses in Ontario, whether through Hydro One or a local MEU.

An MEU ratepayer receives his/her dividend in municipal services. A Hydro One ratepayer, though, does not receive such a dividend. That "dividend" goes toward paying down a debt that was created to serve all Ontarians. And to the extent that the Hydro One ratepayers have contributed towards paying down the Ontario Hydro debt, the burden is lessened on the MEU ratepayers.

Issue 4: Transfer of Wealth from the Hydro One Service Area to Areas Served by Other Municipal Electrical Utilities

The wealth created through the service and growth of Hydro One is not generally urban (other than Brampton Hydro). It is substantially generated and created in rural Ontario.

The announced intention of the province is to use a portion of that wealth - \$9,000,000,000 - to pay down provincial debt and to construct urban transit and infrastructure. This is in part a transfer of wealth created and based in rural Ontario to public services based in urban Ontario.

The intent to improve transit, to relieve congestion, facilitate movement, improve persons lives, improve competitiveness, and so on, is unassailable. To source the funds from a pool of wealth while ignoring the ratepayers who have created that wealth seems unfair. The rural source of the wealth and income is not acknowledged or respected.

Creating Equity in the Ownership of Electric Distribution Utilities

Unlike municipalities that now own their utility, municipalities served by Hydro One have little ability to impact the efficient and effective delivery of electricity services within their municipality.

If municipalities served by Hydro One are concerned with utility rates and levels of service, or desire the opportunity to benefit from an ownership interest in the electric distribution utility serving their municipality (similar to the manner in which other municipalities benefit from their MEU's), their options are constrained. Options to advocate for efficient and effective services should be explored with other municipalities served by Hydro One. Options could include an equity investment in Hydro One.

However, for equity investment to occur the province must amend its legislation to allow Hydro One municipalities to invest in electricity assets. Any municipality should be permitted to invest in the electric distribution utility which serves their community.

As a first step meetings should be coordinated with the various stakeholders including AMO, other municipalities served by Hydro One and the province. The objective of these meetings would be to gain support and develop an action plan for moving forward.

ATTACHMENT 2A

Aurora

Reserve funds established by Town of Aurora from sale of Aurora Hydro Connections Limited*

By-law 5439-12 The Aurora Hydro Sale Investment Reserve Fund

...

- S.1 That the Fund be established with a balance of \$31,699,391.67 which represents ninety percent (90%) of the net proceeds of the concluded sale of the Town's interest in Aurora Hydro Connections Limited.

...

- S. 6 That the principle of the fund may be allocated or expended for any purpose as determined, at the sole discretion of Council, to be in the best interests of the Town ...

By-law 5440-12 To Establish the Council Discretionary Reserve Fund

- S.1 That the Fund be established with a balance of \$3,522,155.00 which represents ten percent (10%) of the net proceeds in the concluded sale of the Town's interest in Aurora Hydro Connections Limited.

...

- S.3 That the principle of the fund may be allocated or expended for any purpose as determined, at the sole discretion of Council, to be in the best interest of the Town ...

*Note: although the sale occurred in 2006, these by-laws were adopted in 2012. Therefore the figures in the by-laws differ from the 2006 sale proceed because of accrual of interest.

ATTACHMENT 2B

Richmond Hill

Reserve Funds established with revenue from sale of Richmond Hill Hydro

- **Capital Asset Continuity Reserve Fund (\$55 million)** will provide funding for repair and replacement of infrastructure ensuring existing capital facilities and structure are in full service and in safe operating condition
-
- **Community Enhancement and Economic Vitality Reserve Fund (\$40 million)** for capital projects within Richmond Hill that enhance the quality of life and/or enrich the economic vitality of the community
-
- **Transportation Network Repair and Replacement Reserve Fund (\$25 million)** will finance maintenance repair and replacement ensuring peak performance of the Town's road system network
-
- **Water Quality Protection Reserve Fund (\$15 million)** will fund projects that protect downstream water quality and drinking water. As well, projects that rehabilitate environmental storm water systems, those that protect the Town from flooding and erosion, and those that protect downstream water courses and natural habitat will also be funded from this Reserve
-
- **Ecological Legacy Reserve Fund (\$6 million)** will fund community based projects for the purposes of furthering ecological initiatives within the community
-
- **Strategic Rapid Transit Reserve Fund (\$5 million)** will fund future projects that improve transportation systems in or to the Town of Richmond Hill and which are multi-jurisdictional in nature such as partnering the municipality with other levels of government and/or public/private partnerships



DSWP Newsletter

Amendments to the Approved Source Protection Plan were submitted April 29, 2016!

Following consultation activities January 12 – March 7, 2016, the Source Protection Committee reviewed the comments received at its March 18th meeting. Carl Seider, Project Manager, also made presentations to the three Source Protection Authorities to receive policies in preparation for the submission to the Minister of the Environment and Climate Change.

The Source Protection Plan comes into effect July 1, 2016 – Is your municipality ready?

- Do you have Risk Management Official/Risk Management Inspector arrangements made?
- Municipalities have implementation responsibilities under Part IV of the *Clean Water Act* that include:
 - Appointing Risk Management Officials/Risk Management Inspectors to verify significant drinking water threats for properties within their municipality
 - Negotiating Risk Management Plans with landowners, monitoring and enforcing Source Protection Plan policies
- Restricted Land Use Planning for policies where applicable
 - Section 59 of the *Clean Water Act* (restricted land use policies) is intended to serve as a 'red flag' so that building permit and *Planning Act* applications can be reviewed in areas where Section 57 (Prohibition) and Section 58 (Risk Management Plans) requirements are in effect for vulnerable areas
 - The vulnerable areas, as delineated in the Source Protection Plan, identify the locations where restricted land use activities may apply. Restricted Land Use Policies G-01– Non-residential, G-02– Residential, and G-03 – Non-residential for Fuel Near Intakes specify the types of activities designated as restricted land uses for the purpose of Section 59. See Chapter 6 of the Source Protection Plan at the following link <http://www.waterprotection.ca/i-plan.htm> to review policy text
 - A Notice to proceed is required from a Risk Management Official before an application or approval under the *Planning Act* can proceed or a building permit issued
- Monitoring and annual reporting to local Source Protection Authority – is there a process in place to track relevant information for submissions

Quick Facts from the Ministry of the Environment and Climate Change (MOECC)

- Additional Resources from MOECC - <http://www.ontario.ca/page/source-protection>

Drinking Water Protection Zone Road Signs

Road signs are starting to go up around the province notifying people that they are entering a Drinking Water Protection Zone. The Drinking Water Source Protection office is working with MOECC and Ministry of Transportation Ontario to determine locations and timing for installation of signs on provincial roads where Source Protection Municipal Implementation Funding (SPMIF) agreements have been amended by the MOECC. The new SPMIF guidance allows for SPMIF to be used for the purchase and installation of municipal road signs (**so long as** you write to MOECC to have your agreement amended). Please send any questions to the following email and the appropriate staff person will respond Source.protection@ontario.ca.

**More Information about the new Drinking Water Protection Zone signs
(you can use this content in municipal newsletters, on websites, in social media)**



- ◆ They are appearing across Ontario to raise awareness about our drinking water sources and to protect our health
- ◆ Governments at the provincial and local level are placing signs where a pollution spill could have a significant negative impact on our drinking water
- ◆ The signs are part of Ontario's Source Water Protection program under the *Clean Water Act*, which empowers communities to better protect their local water sources
- ◆ You will see the signs as you drive through a drinking water protection zone
- ◆ Placement of the signs depends on whether drinking water sources are vulnerable in that area

Meetings and key dates

Source Protection Committee Meeting on May 27, 2016, 9:30 am - 12:00 noon at Saugeen Conservation in Formosa. Agenda will be posted to www.waterprotection.ca when available. The meeting is open to the public.

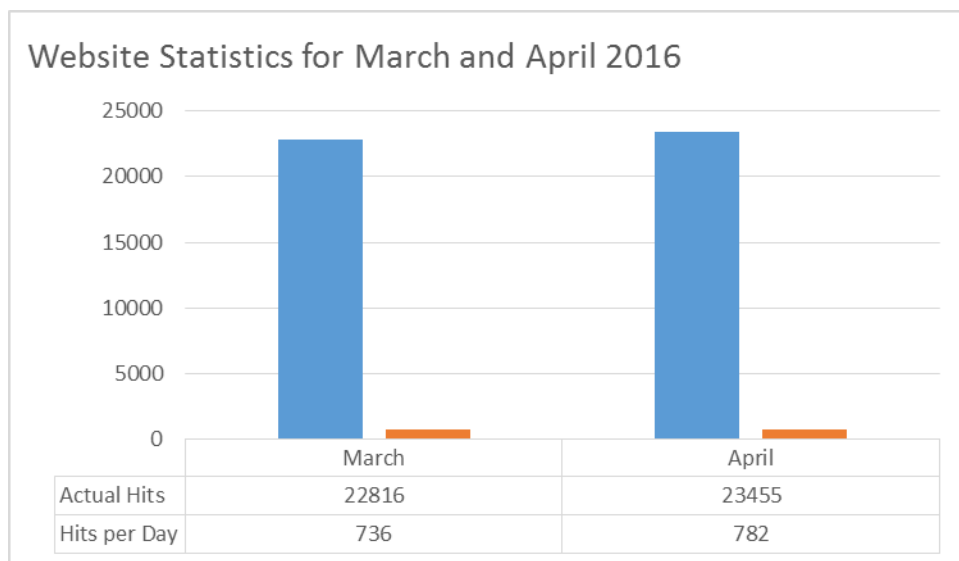
Drinking Water Source Protection Staff are actively engaging with municipalities in preparation for the Source Protection Plan Implementation Date of July 1, 2016.

Website statistics for March and April 2016

The top visited pages and downloaded items for the www.waterprotection.ca website were:

- Source Protection Plan Events-based area maps for Kincardine, Southampton, Thornbury, Meaford, Owen Sound and Wiarton
- Assessment Report documents for Saugeen and Grey Sauble Conservation Areas
- Municipal implementation responsibilities section of Municipal page
- Source Protection Plan maps for Murdock Glen and Clifford

The following two charts represent the website hits or visits for each of the last two months. The chart displays the total actual hits for the month in blue and the average hits or visits per day in orange. To optimize accuracy, the hits/visits to the www.waterprotection.ca website have been corrected to remove any search engine/robot type software not associated with an actual person visiting the site.



Municipal Toolbox Items

Visit <http://waterprotection.ca/municipal.htm> for resources and administrative items that can be viewed, downloaded and/or personalized for municipal implementation

Try out the local Drinking Water Source Protection Public Mapping site available at [Interactive Vulnerable Areas Mapping Application](http://www.waterprotection.ca) link at www.waterprotection.ca

You can view the Source Protection Region and see each Wellhead Protection Area (WHPA) and Intake Protection Zone (IPZ). When you select a coloured area, a chart will appear with the system name, WHPA or IPZ name, vulnerability score, status and references where applicable. This information is a useful tool when reviewing the Source Protection Plan policies. In Chapter 5 of the Source Protection Plan, there are tables for each vulnerability score and zone to make finding the policies that apply to a property quicker. Chapter 6 contains the policies.

Education & Outreach Materials and Resources

There are many valuable tools available to municipalities that would be useful when talking to landowners and preparing them for implementation or including on your municipal website or social media presence. Each of these catalogue items give key messages based on the target audience. If you would like printed septic brochures, they are available for order from the Ministry of the Environment and Climate Change by sending an email to: Source.Protection.E&O@ontario.ca

Catalogue items download from Conservation Ontario: <http://conservation-ontario.on.ca/library>

- ◆ General Source Water Protection Messages
- ◆ Agriculture, Nutrients and Pesticides
- ◆ Heating and Liquid Fuels
- ◆ Road Signs
- ◆ Wells
- ◆ Hazardous Liquids
- ◆ Road Salt/Snow Storage
- ◆ On-site Sewage (Septic) Systems
- ◆ Education and Outreach Campaign-in-a-Box toolkit - (e.g. social media strategies, plans and infographics)

Infographics like the one below can be used in tax statements, mailings and on municipal social media and websites. Contact Karen Gillan if you would like this graphic. Others will be featured in future newsletters and on the Drinking Water Source Protection website, Facebook and Twitter feeds.



Glossary of Common Drinking Water Source Protection Terms and Initialisms

IPZ = Intake Protection Zone, is a zone established/delineated around a municipal surface water intake as prescribed by the Technical Rules: *Clean Water Act, 2006*. The IPZ-1 is a circle that has a radius of 1000 metres (1 km) from the crib of the surface water intake that serves as the source or entry point of raw water supply for the system. The Assessment Report identified that where the area delineated includes land, the IPZ-1 included a setback on the land of up to 120 metres and the area regulated by Conservation Authorities where applicable, where the 1000 metre circle touches the land. An area known as IPZ-2 was delineated in the Assessment Report based on an area where a modelled contaminant released would take two hours to travel to the intake. It includes the onland area that drains to the surface water intake, using both natural features and water management infrastructure. IPZ-3 includes the area where a contaminant could reach the intake during an extreme event such as a flood. Not all intakes will have an IPZ-3. IPZ-Q corresponds to the drainage area that contributes surface water to an intake and the area that provides recharge to an aquifer that contributes groundwater discharge to the drainage area. Part VI.7 of the Technical Rules specifies the rules with respect to the delineation of IPZ-Q (Matrix, 2016).

EBA = Events-based area, is part of the IPZ-1, IPZ-2, IPZ-3 where activities under the modelled conditions may be considered a threat to drinking water sources. IPZs don't overlap each other but an EBA can overlap the IPZs.

Vulnerability score = a score representing the susceptibility of an area to contamination. These scores are based on Technical Rules: *Clean Water Act, 2006*, where 10 is the most vulnerable and 2 is the least vulnerable. In a wellhead protection area (WHPA), significant threats are possible where the score is greater than 8 (dense non-aqueous phase liquids can be significant in WHPA-A, B or C).

WHPA = Wellhead Protection Area is one of four types of vulnerable areas identified in the *Clean Water Act*. It is the zone around a drinking water well. The WHPA-A is the 100 metre circle centred on the wellhead. The WHPA-B is the two year time-of-travel . WHPA-C is the five year time-of-travel . WHPA-D is the 25 year time-of-travel . WHPA-E is associated with a GUDI (groundwater under the direct influence of surface water) well is the area within which the surface water could reach the well within two hours.

A-Q (local area) is associated with an area that has a water quantity threat; WHPA-Q1 is mapped as the combined area of the cone of influence of the well and the whole of the cones of influence of all other wells that intersect that area.

DWSP Newsletter

Drinking Water Source Protection

237897 Inglis Falls Road

Owen Sound, ON N4K 5N6

Phone: 519-470-3000 Toll free: 877-470-3001 Fax: 519-470-3005

Editor: k.gillan@waterprotection.ca

www.waterprotection.ca

<https://www.facebook.com/pages/Drinking-Water-Source-Protection>

https://twitter.com/DWSP_Saugeen

File Number	BCOPA-204-16.00
Municipality	County of Bruce
Subject Lands	All lands within the County of Bruce
Date of Decision	May 5, 2016
Date of Notice	May 12, 2016
Last Date of Appeal	June 1, 2016

Notice of Decision

RECEIVED MAY 16 2016

With respect to an Official Plan Amendment
Subsection 17(35) of the Planning Act, R.S.O. 1990

A decision was made by the Approval Authority of the County of Bruce, being Council of the Corporation of the County of Bruce, on the date noted above **to approve** all of Amendment Number 204 to the County of Bruce Official Plan, adopted by the Council of the Corporation of the County of Bruce on the 5th day of May, 2016 by County of Bruce By-Law Number 2016-043.

Purpose and Effect of the Official Plan Amendment

The purpose of the Official Plan Amendment is to remove the word 'wind' from Section 4.3.1 (xv) and the words 'and wind' from Section 4.11 (viii) of the County of Bruce Official Plan.
A copy of the Decision is attached.

When and How to File An Appeal

Any appeal to the Ontario Municipal Board must be filed with the Approval Authority of the County of Bruce to the attention of the Director of Planning, no later than 20 days from the date of this notice as shown above as the Last Date of Appeal.

The appeal should be filed with the Approval Authority, to the attention of the Director of Planning, at the address shown below, be in accordance with the OMB guidelines <http://www.omb.gov.on.ca>, and it must,

- (1) Set out the specific part of the proposed Official Plan Amendment to which the appeal applies;
- (2) Set out the reasons for the appeal; and
- (3) Be accompanied by the fee prescribed under the *Ontario Municipal Board Act* in the amount of \$125.00 payable by certified cheque or money order to the Minister of Finance, Province of Ontario.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal a decision of the approval authority to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or the group on its behalf. No person or public body shall be added as a party to the hearing of the appeal unless, before the plan was adopted, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Ontario Municipal Board, there are reasonable grounds to add the person or public body as a party.

When the Decision is Final

The decision of the Approval Authority of the County of Bruce is final if a notice of appeal is not received on or before the last day for filing a notice of appeal.

Other Related Applications:

N/A

Getting Additional Information

Additional information about the Application is available for public inspection during regular office hours at the Bruce County Planning and Development Department at the address noted below.

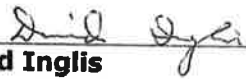
File Notice of Appeal to the attention of the Approval Authority for the County of Bruce:

Chris LaForest, MCIP, RPP, Director
Bruce County Planning and Development Department
30 Park Street, P.O. Box 848
Walkerton ON N0G 2V0
Tel: (519) 881-1782 Fax: (519) 507-3030

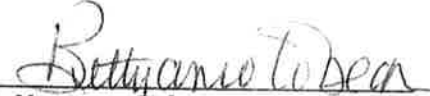
Decision
With respect to an Official Plan Amendment
Subsection 17(34) of the Planning Act, R.S.O. 1990

The Council of the Corporation of the County of Bruce hereby approves Amendment Number 204 to the Bruce County Official Plan.

Dated at the County of Bruce this 5th day of May, 2016.



David Inglis
Acting Warden



Bettyanne Cobean
Director of Corporate Services



The Corporation of the County of Bruce

By-law Number 2016-043

**A by-law to Adopt Amendment Number 204
To the County of Bruce Official Plan**

Authority is provided in Sections 17 and 21 of the Planning Act, R.S.O. 1990, as amended.

The Council for the Corporation of the County of Bruce enacts By-law 2016-043 as follows:

1. Amendment No. 204 to the County of Bruce Official Plan, attached and forming part of this by-law is approved.
2. That this By-law come into force and take effect on the day of the final passing thereof, subject to the provisions of the Planning Act, R.S.O. 1990, as amended.

Passed this 5th day of May, 2016.

A handwritten signature in dark ink, appearing to read "David Inglis", written over a horizontal line.

**David Inglis
Acting Warden**

A handwritten signature in dark ink, appearing to read "Bettyanne Cobean", written over a horizontal line.

**Bettyanne Cobean
Director of Corporate Services**

Part B- The Amendment

Introductory Statement

All of this part of the document entitled "Part B – The Amendment" and consisting of the following text, and attached map designated as Schedule "A", constitutes Amendment Number 204 to the Bruce County Official Plan.

Details of the Amendment

The Bruce County Official Plan is amended as follows:

The County of Bruce Official Plan is amended as follows:

1. Subsection 4.3.1(xv) is deleted in its entirety and replaced with the following:
 - 4.3.1(xv) Encourage the use of alternate energy sources, such as solar, biomass and hydroelectric;
2. Subsection 4.11 (viii) is deleted in its entirety and replaced with the following:
 - 4.11(viii) Incorporating district heating, solar energy and similar designs into residential, commercial, institutional and industrial development; and,

TOWNSHIP OF WELLINGTON NORTH
Regular Meeting of Council

MOVED BY: _____

DATE: May 16, 2016

SECONDED BY: _____

RES. NO.: 2016- 235

WHEREAS the province has implemented a ban on door-to-door sales for electricity and natural gas contracts by passing the Strengthening Consumer Protection and Electricity System Oversight Act, 2015;

AND WHEREAS Ontarians over the last twelve months continue to experience unsolicited, aggressive and misleading sales tactics at their door from companies seeking to sell home energy products, despite this provincial legislation;

AND WHEREAS the door to door agents acting on behalf of these companies misrepresent their purpose and/or identity, often posing as utility inspectors and government agents needing to gain access to the homes of Ontarians;

AND WHEREAS people across Ontario, and in particular vulnerable Wellington North residents, have been targeted by these door to door misrepresentations and misleading sales tactics;

BE IT RESOLVED THAT the that Council of the Township of Wellington North move to:

1. Urge the Provincial Government to ban all door-to-door sales in the home services sector (more specifically the sale or lease of HVAC equipment, water heaters, water filtration systems and other related home energy products and services by door-to-door sales agents) as soon as possible;
2. Forward a copy of this resolution to all municipalities in Ontario asking for support by passing a similar resolution and forwarding to their MPP;
3. Forward a copy of this resolution to MPP Ted Arnott and MPP Randy Pettapiece.
4. Forward a copy of this resolution to the Ontario Legislature.

MAYOR _____



CARRIED



DEFEATED



**1 John Street, P.O. Box 39
Killaloe, ON K0J 2A0
Telephone: (613)757-2300 – Fax: (613)757-3634
Email: info@khrtownship.ca
Web Site: killaloe-hagarty-richards.ca**

May 12, 2016

To: All Municipalities in Ontario

As we are all aware, Fort McMurray in northern Alberta is starting its recovery from the destruction left by the wildfires that destroyed homes and businesses last week. More than 88,000 people had to leave their homes in and around Fort McMurray. Many have lost everything in the fire, and many don't know whether they have a home to go back to.

The Township of Killaloe, Hagarty and Richards has made a \$200 donation to the Red Cross Alberta Fire Appeal, and challenges all municipalities in Ontario to help the residents of Fort McMurray by matching or bettering this donation. The federal government and the Alberta government will match individual donations made to the Canadian Red Cross to help those affected by the fire, so your contribution will make a tremendous difference.

Sincerely

Lorna Hudder, CMO, Dipl.M.M.
CAO/Clerk-Treasurer

LMH



May 17, 2016

The Honourable Kathleen O. Wynne
Premier of Ontario

Laurie Scott, M.P.P.
Haliburton-Kawartha Lakes-Brock

RE: Support for Bill 158, *Saving the Girl Next Door Act, 2016*

The Township of Champlain considered the above matter at its meeting of May 11, 2016.

Please find attached a copy of resolution 2016-215 passed by Champlain Township Council and a request for support is being emailed to all municipalities in Ontario.

Yours truly,

A handwritten signature in blue ink, appearing to read "Alison Collard".

Alison Collard
Clerk

cc: Grant Crack, M.P.P.
Glengarry-Prescott-Russell

Attach.



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 22nd 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.

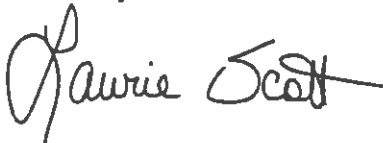
58. The Ontario government develop a multi-ministerial, province-wide strategy on human trafficking.

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

TOWNSHIP OF CHAMPLAIN

ITEM NO.	13.3
DATE	May 11, 2016
RESOLUTION NO.	2016-215

MOVED BY ☐ Troy Carkner ☒ Paul Emile Duval
☐ Jacques Lacelle ☐ Helen MacLeod
☐ Gérard Miner ☐ Pierre Perreault
☐ Normand Riopel ☐ Marc Séguin

SECONDED BY ☐ Troy Carkner ☐ Paul Emile Duval
☐ Jacques Lacelle ☐ Helen MacLeod
☐ Gérard Miner ☒ Pierre Perreault
☐ Normand Riopel ☐ Marc Séguin

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

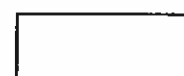
THEREFORE BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.



Carried



**Carried
as amended**



Defeated

Gary J. Barton, Mayor

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Téléc. 416-585-6470
www.ontario.ca/MAH



**Ministry of Natural
Resources and Forestry**

Office of the Minister

Room 6630, Whitney Block
99 Wellesley Street West
Toronto ON M7A 1W3
Tel: 416-314-2301
Fax: 416-314-2216
www.ontario.ca/MNRF

**Ministère des Richesses
naturelles et des Forêts**

Bureau du ministre

Édifice Whitney, bureau 6630
99, rue Wellesley Ouest
Toronto (Ontario) M7A 1W3
Tél.: 416-314-2301
Téléc.: 416-314-2216
www.ontario.ca/MRNF

May 10, 2016

Mayor George Bridge
Mayor
Town of Minto
5941 Highway 89
Harriston ON N0G 1Z0

Dear Mayor Bridge:

I am pleased to inform you of the release of proposed revisions to the four plans that have been part of the Co-ordinated Land Use Planning Review:

- Growth Plan for the Greater Golden Horseshoe
- Greenbelt Plan
- Oak Ridges Moraine Conservation Plan, and
- Niagara Escarpment Plan.

We are now seeking input on these proposed revised plans.

The four proposed revised plans, a guide to the proposed changes to the plans -- *Shaping Land Use in the Greater Golden Horseshoe*, as well as information on public open houses and ways to provide input are available at Ontario.ca/landuseplanningreview. A copy of the guide is enclosed.

As you are aware, in 2015 the Government of Ontario initiated a co-ordinated review of these four plans. The plans work together to manage growth, curb sprawl, protect our agricultural lands and natural environment, reduce greenhouse gas emissions, and support economic development in Ontario's Greater Golden Horseshoe and Greenbelt.

The Co-ordinated Review has been led by the Ministry of Municipal Affairs and Housing in partnership with the Ministry of Natural Resources and Forestry. We received extensive feedback during the 2015 public consultations. The review was supported by an Advisory Panel that was charged with developing recommendations for improving the plans based on feedback heard during the consultation sessions. The Panel has completed its work and their recommendations were made publicly available on December 7, 2015.

The Government of Ontario reviewed and considered all feedback received from stakeholders, municipalities, the public and Indigenous communities, as well as the Advisory Panel's recommendations. This feedback informed the development of the proposed revisions to the plans.

The deadline to provide input on the four proposed revised plans is September 30, 2016.

We would like to sincerely thank all those who participated in the Co-ordinated Review so far. We look forward to receiving further input on how to fine-tune the proposed plans to better protect our environment, create complete communities, build a strong economy and promote a healthy region that offers a high quality of life not only for ourselves but also for future generations.

Your continued engagement will help shape the future of the plans and of our region.

Best regards,



Ted McMeekin,
Minister of Municipal Affairs and Housing

Sincerely,



Bill Mauro,
Minister of Natural Resources and Forestry

Enclosure: *Shaping Land Use in the Greater Golden Horseshoe*

SHAPING LAND USE IN THE GREATER GOLDEN HORSESHOE

A Guide to Proposed Changes to:

- ▶ The Growth Plan for the Greater Golden Horseshoe
- ▶ The Greenbelt Plan
- ▶ The Oak Ridges Moraine Conservation Plan, and
- ▶ The Niagara Escarpment Plan



**OUR REGION
OUR COMMUNITY
OUR HOME**

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A message from Minister McMeekin and Minister Mauro



*Hon. Ted McMeekin
Minister of Municipal Affairs
and Housing*



*Hon. Bill Mauro
Minister of Natural Resources
and Forestry*

Ontarians deserve communities where they can work and play, go to school and shop all in the same area.

Communities that are well-connected with modern infrastructure and accessible transit.

In other words, complete communities.

The Greater Golden Horseshoe is Canada's largest economic engine and one of the fastest growing regions in North America.

This region contains some of the country's best farmland and world-renowned natural features, like the Niagara Escarpment.

We need to continue to plan for a future in which we expect to have 6.3 million jobs and welcome another 4 million people over the next 25 years.

That is why it's so important that we update the four land use plans that cover this area: The Growth Plan for the Greater Golden Horseshoe, the Greenbelt Plan, the Oak Ridges Moraine Conservation Plan and the Niagara Escarpment Plan.

These four plans work together to build complete communities, manage growth, curb sprawl, protect the natural environment and support economic development.

We began our co-ordinated review of these plans over a year ago. Since then, more than 3,000 people have attended town hall meetings across the region. We received more than 19,000 submissions. We heard from municipalities and many stakeholders – from farmers and developers to environmental organizations. And, most importantly, we heard from the people who live and work in the Greater Golden Horseshoe region.

We heard the plans are generally working well, but there is room for improvement.

David Crombie, a former federal cabinet minister and former mayor of Toronto, chaired an advisory panel with members from a variety of sectors affected by the plans. The panel listened, considered and came to consensus on 87 recommendations to improve the plans.

We have also met with and continue to engage with members of First Nations and Métis communities with interests in the region.

Now, we are ready to move forward.

The proposed changes would allow our communities to continue growing in ways that attract jobs and investments, create vibrant urban centres and strong rural communities. They would also minimize impacts of urban growth on productive farmland, heritage buildings, archaeological resources, green spaces, and important natural areas.

We're proposing ways for communities to grow to better meet their needs, now and in the future.

We're proposing to make new communities more transit friendly to help reduce congestion. These policies will also help deliver the greatest return on the government's investments in the region's transportation infrastructure.

And we're going to do it in ways that better protect our farmland and natural environment.

We are looking towards a greener Ontario. We are proposing to grow the Greenbelt by adding Urban River Valleys and protecting large coastal wetlands along Lake Ontario.

Together, the proposed changes would also help the province and municipalities take major steps in addressing one of the most pressing issues of our generation — climate change.

We now invite you to go through the proposed revisions to the plans and provide us with your feedback.

You are the heart of the Greater Golden Horseshoe and Niagara Escarpment area. Let's move towards the future, together.



Hon. Ted McMeekin
Minister of Municipal
Affairs and Housing



Hon. Bill Mauro
Minister of Natural
Resources and
Forestry

Introduction

The Greater Golden Horseshoe and Niagara Escarpment area is a dynamic and diverse region, rich in agricultural, natural and water resources. Managing growth and responding to challenges from climate change are essential if we are to maintain the high quality of life and internationally competitive economy we enjoy today.

Over the years, the province has implemented legislation, plans, policies and programs to guide the region's growth and protect its environment. In 1985, the province established the Niagara Escarpment Plan. In 2002, it put in place the Oak Ridges Moraine Conservation Plan. In 2005, the province launched a landmark initiative for the region and created the Greenbelt Plan, followed by the Growth Plan for the Greater Golden

Horseshoe in 2006. These plans inform other provincial initiatives, such as Metrolinx's Regional Transportation Plan (also known as "The Big Move").

The Co-ordinated Land Use Planning Review

The province initiated a co-ordinated review of the four plans in 2015. Members of the public, stakeholders, municipalities and organizations provided feedback on how the plans are performing and how they may be improved. To support the co-ordinated review, the province appointed an advisory panel. Panel members attended public meetings, reviewed submissions, met with stakeholders, and spoke with experts. The advisory panel made 87 recommendations to help the plans better meet their objectives. This report is available at Ontario.ca/landuseplanningreview.



Co-ordinated Review Town Hall meeting in Peterborough



GO bus station in the Greater Toronto and Hamilton Area



Urban growth in downtown Toronto

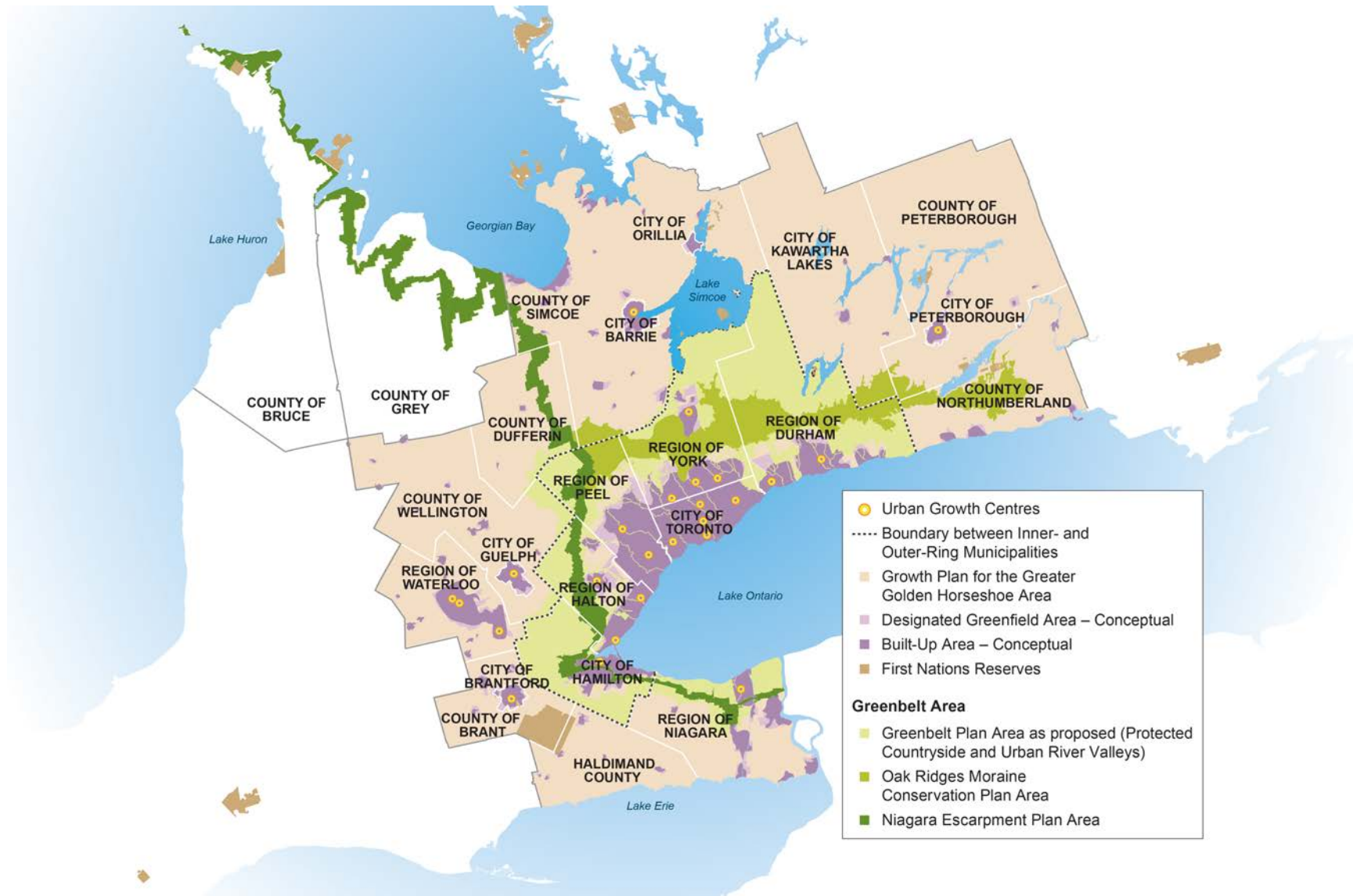
The province also met with First Nations and Métis communities with an interest in the region to discuss the plans. Several of these communities provided feedback and offered suggestions on how the plans could be improved. The government is committed to continuing this process and honouring its obligations to Indigenous peoples.

This guide makes it easy to see how changes from the co-ordinated review have been reflected in the amendments proposed to the four plans. If you need more detailed information on the precise wording of a change or definitions of a term used in this guide, please refer to the proposed plans. The proposed plans are also available at Ontario.ca/landuseplanningreview.

The chapters in this guide describe the key proposed changes to the four plans across the following themes:

- ▶ **Building Complete Communities**
- ▶ **Supporting Agriculture**
- ▶ **Protecting Natural Heritage and Water**
- ▶ **Growing the Greenbelt**
- ▶ **Addressing Climate Change**
- ▶ **Integrating Infrastructure**
- ▶ **Improving Plan Implementation**
- ▶ **Measuring Performance, Promoting Awareness and Increasing Engagement**

The Greater Golden Horseshoe and Niagara Escarpment Area



Note: The information displayed on this map is not to scale, does not accurately reflect approved land use and planning boundaries, and may be out of date. For more information on precise boundaries, the appropriate municipality should be consulted. For more information on proposed Greenbelt Area boundaries, the Greenbelt Plan 2016 should be consulted. The Province of Ontario assumes no responsibility or liability for any consequences of any use made of this map.

Building Complete Communities

Whether they are urban, suburban or rural, complete communities share many common characteristics. They are places where homes, jobs, schools, community services, parks and recreation facilities are easily accessible. Complete communities encourage active transportation, like walking or biking, support public transit, and provide opportunities for people to connect with one another.

Complete communities are more compact, occupy less land, reduce the costs of infrastructure and offer access to healthy local food. They also provide a range of employment opportunities and a mix of housing that offers a range of affordability. With all of these characteristics, complete communities contribute significantly to a high quality of life.

The Growth Plan for the Greater Golden Horseshoe already includes measures to encourage the development of complete communities. For example, municipalities are already required to:

- ▶ Develop and grow with a mix of uses, such as residential, employment, cultural, recreational and other uses that contribute to building complete communities.
- ▶ Intensify by accommodating a large portion of residential growth in areas that are already built-up, especially around transit and in urban growth centres (existing and emerging downtowns).
- ▶ Plan for a minimum density of people living and working in new development areas known as “designated greenfield areas”.
- ▶ Protect land used primarily for employment from being converted to non-employment uses, such as housing.



Street retail in Waterloo



National Ballet School and mixed-use development in Toronto

Separately, the existing plans restrict the expansion of municipalities' urban boundaries, known as "settlement areas".

Combined, these approaches have begun to reduce the amount of new land needed for growth and helped preserve natural and agricultural areas.

The proposed changes would take the plans further towards building complete communities. They would increase density and intensification targets, promote transit supportive density, encourage the development of community hubs and provide greater protection for agricultural land and natural heritage features.

In summary, the proposed changes would:

- ▶ Provide more guidance on achieving complete communities and require municipalities to plan for sustainable and livable communities.
- ▶ Increase the intensification target in the Growth Plan to a minimum of 60 per cent of all new residential development occurring annually in the existing built-up area.
- ▶ Increase the designated greenfield area density target in the Growth Plan to a minimum of 80 residents and jobs per hectare (excluding certain non-developable natural heritage features, such as wetlands and woodlands, rights of way for certain infrastructure, and "prime employment areas").
- ▶ Require municipalities to plan for density targets around major transit stations which support that type of transit.
- ▶ Show priority transit corridors in the Growth Plan where municipalities would focus transit-related planning, zoning and development efforts. New policies would also provide the province with the authority to identify additional priority transit corridors.
- ▶ Support the development of community hubs by encouraging public services to be located together in existing facilities near strategic growth areas, accessible by active transportation and transit.
- ▶ Establish stronger environmental, agricultural and planning criteria in the Growth Plan for settlement area boundary expansions.



Compact urban form in Markham



Market Commons multi-residential project in Burlington

- ▶ Require municipalities to identify and protect prime employment areas. Prime employment areas, as defined in the Growth Plan, typically accommodate uses such as warehousing, logistics, and manufacturing that require a lot of land and access to transportation infrastructure, such as highways and railway lines. Certain employment uses, such as stand-alone office buildings, would be permitted in employment areas that are not identified as “prime”. New policies would serve to improve transit connections for employment areas.
- ▶ Require the province, through direction in the Growth Plan, to establish a standard methodology used by all municipalities across the Greater Golden Horseshoe for assessing land needs.
- ▶ Provide new policies in the Growth Plan to help municipalities in the outer ring (outside the Greater Toronto and Hamilton Area) manage any lands that are designated but not required for growth to 2041, and provide specific tests and flexibility for appropriate growth in these municipalities.
- ▶ Strengthen policies regarding the preservation of cultural heritage to align with those in the Provincial Policy Statement.

Supporting Agriculture

Rural and agricultural communities in the Greater Golden Horseshoe and Niagara Escarpment area are important contributors to Ontario's economy and our quality of life. The agri-food sector supports tens of thousands of jobs, produces food consumed by people locally and all over the world, and contributes billions of dollars annually to the region's economy.

The four plans currently work together to protect the region's high-quality agricultural lands from urban sprawl by restricting the expansion of settlement areas.

The Greenbelt Plan already describes and protects the land base of an agricultural system.

The proposed changes would enhance the agricultural system to include not only the land base, but also the infrastructure and other assets (e.g., food and beverage processors, cold storage, grain dryers and abattoirs) that collectively support a flourishing agricultural sector.

Supporting local farms

Proposed changes to the Growth Plan would require the province to identify an agricultural system for the entire Greater Golden Horseshoe that builds on the Greenbelt, in collaboration with municipalities. Municipalities would be required to plan to protect the agricultural system's long-term viability.

The types of uses allowed on agricultural land would also be clarified by making the plans' policies consistent with those in the Provincial Policy Statement. New policies would ensure a thriving agricultural sector and support the production and availability of locally-grown food in our communities.



Farmers' Market in Burlington

Credit: Friends of the Greenbelt Foundation



Grape harvest in Niagara Region

Credit: Grape Growers of Ontario



Farming and cattle in Caledon



Locally grown fruit

Reducing conflict between land uses

The proposed policy changes would reduce conflicts between agricultural and non-agricultural land uses (such as residential areas, major infrastructure or natural heritage). The plans would support the agricultural sector by clarifying when and how new or expanded agriculture and related uses (e.g., farm sheds) would be permitted next to natural heritage features (e.g., wetlands and woodlands) and hydrological features (e.g., streams and inland lakes), while still protecting natural heritage and hydrological features.

To minimize impacts that infrastructure and other developments could have on agricultural operations, municipalities and other proponents would be required to do agricultural impact assessments for proposed settlement area expansions or major new infrastructure projects.

In summary, the proposed changes would:

- ▶ Require that the province, in collaboration with municipalities, identify an agriculture system for the entire Greater Golden Horseshoe that builds on the Greenbelt. Municipalities would be required to plan to protect the agricultural system's long-term viability.
- ▶ Clarify the types of uses permitted in prime agricultural areas (e.g., on-farm diversified uses such as home industries and agri-tourism) to align with the Provincial Policy Statement.
- ▶ Clarify how setbacks from natural features (e.g., streams) would apply to new or expanded buildings for agricultural uses, agricultural-related uses and on-farm diversified uses on agricultural land.

Protecting Natural Heritage and Water

The Greater Golden Horseshoe and Niagara Escarpment area are home to many unique plants and animals. The region's natural heritage features and systems sustain valuable ecosystems that ensure a high quality of life. For example, they clean our water and air, help control floods, and store carbon that would otherwise be released into the atmosphere. They help us address climate change, as well as provide spaces for recreation and reflection.

The region is home to a vibrant system of lakes, rivers and streams including Lake Ontario, Lake Huron, Lake Erie and Lake Simcoe, as well as many hydrogeologic formations called aquifers (underground water reservoirs).

Water sustains life. In the face of the dramatic growth we expect in the coming decades, we need to strengthen our efforts to preserve and protect this precious resource and direct growth to areas that can best accommodate it.

The four plans already have common objectives to protect, maintain and improve natural heritage features and water quality and quantity.

For example, the current Greenbelt Plan and Oak Ridges Moraine Conservation Plan restrict development near key natural areas such as lakes, streams, wetlands and significant woodlands.

Enhancing protection for natural heritage and water resource systems

Under the proposed changes, the province would identify a natural heritage system in the Greater Golden Horseshoe, outside of the Greenbelt Area. Natural heritage systems are made up of natural features and areas (e.g., wetlands and woodlands) and the lands linking them.

In rural areas, the Growth Plan would require protections for the natural heritage system similar to those that exist in the Greenbelt Plan. In existing settlement areas, the protections in the Provincial Policy Statement for natural heritage systems would continue to apply. Municipalities would be required to



A river in the Rouge Valley

maintain the interconnections and diversity of the natural heritage system on any new lands added to a settlement area.

Revised water policies in the Greenbelt Plan would require development in important water features, such as significant groundwater recharge areas, to ensure that water quantity and quality is maintained. This is also reflected in new policies in the Growth Plan applicable to rural areas. Proposed revisions to the Niagara Escarpment Plan's water resource policies would be aligned more closely with other provincial land use plans.



Natural area and river in St. Jacobs

Watersheds are the area of land drained by a particular river. By requiring watershed planning, the Growth Plan and Greenbelt Plan would be aligned with the Oak Ridges Moraine Conservation Plan. Watershed planning identifies water resource systems and informs planning for water and wastewater servicing and stormwater management. This ensures that as communities grow, water quality and quantity is protected, improved or restored.

Proposed policies in the plans would encourage municipalities to develop ways to re-use soil excavated from developments (i.e., “fill”) and include sustainable soil management practices in planning approvals. The goal is to sustainably manage excess soil produced by infrastructure and other development projects.

Land use designation mapping in the Niagara Escarpment Plan, some of which dates back to 1985, would be updated to ensure it is accurate and current.

In summary, the proposed changes would:

- ▶ Require the province to identify a natural heritage system across the Greater Golden Horseshoe.
- ▶ Apply natural heritage and water protection policies consistent with the Greenbelt Plan outside settlement areas across the entire Greater Golden Horseshoe.
- ▶ Direct municipalities to avoid settlement area expansion into natural heritage systems with important water features, where possible.
- ▶ Require that natural heritage systems are protected if and when they are incorporated into an expanded settlement area.
- ▶ Require watershed planning across the Greater Golden Horseshoe.
- ▶ Encourage municipalities to develop soil re-use strategies and sustainably manage excess soil through planning approvals.
- ▶ Update land use designation mapping in the Niagara Escarpment Plan to reflect the most current and accurate information.

Growing the Greenbelt

The Greenbelt Area comprises 800,000 hectares (almost two million acres) covered by the Greenbelt Plan, the Oak Ridges Moraine Conservation Plan, and the Niagara Escarpment Plan.

These three Greenbelt plans permanently protect important natural heritage and agricultural areas from urban sprawl. They also support a wide range of economic, recreational and cultural opportunities.

Proposed amendments

If approved, new policies in the Greenbelt Plan would describe ways the Greenbelt could be grown.

Specifically, 21 major river valleys and seven associated coastal wetlands would be added to the Greenbelt Plan's "Urban River Valley" designation.

In addition, four parcels of land identified by the City of Hamilton and the Region of Niagara would be added to the Greenbelt Plan's "Protected Countryside" designation.

Proposed new policies in the Greenbelt Plan would support a provincially led process to identify additional areas of ecological significance and important water features where urbanization should not occur. This work would build on the Greenbelt Plan by considering connections to the agricultural, natural heritage and water resource systems.

The province is also looking at the possible expansion of the Greenbelt outside of the Greater Toronto and Hamilton Area where important water resources are under pressure from urban growth.



Glenorchy Conservation Area in Oakville

Credit: Conservation Halton



Natural area outside of Burlington



Wetland in Caledon

Under the proposed changes to the Greenbelt Plan, municipal support would not be required to add new lands to the Greenbelt.

The Niagara Escarpment Commission has proposed expanding the Niagara Escarpment Plan Area by approximately 45,000 hectares to provide greater protection to the Niagara Escarpment's natural heritage and water features and functions, and its cultural heritage and scenic resources. The Minister of Natural Resources and Forestry has asked the Niagara Escarpment Commission to seek feedback from the public, municipalities, First Nations and Métis communities, and stakeholders on these proposals.

In summary, the proposed changes would:

- ▶ Grow the Greenbelt to include major river valleys and large coastal wetlands. "Urban River Valley" policies in the Greenbelt Plan would apply only to publicly owned lands in these areas (existing land use permissions on privately owned lands in "Urban River Valley" areas would not change).
- ▶ Not require municipal support to add lands to the Greenbelt.
- ▶ Add four parcels of land identified by the City of Hamilton and Niagara Region to the Greenbelt Plan's "Protected Countryside" designation. Protected Countryside policies would apply to both public and private land in these four new areas.

Addressing Climate Change

Climate change is one of the most pressing issues facing our generation. Ontario is a leader in North America in the fight against climate change. We are taking strong action now to protect Ontario's economy, environment, and quality of life.

Since most of Ontario's greenhouse gas emissions originate in the transportation, industrial and building sectors, the impact of the four plans' policies on these activities has implications for the province's climate change goals. Ontario's Climate Change Strategy identifies improved transportation and land use planning initiatives as key to reducing greenhouse gas emissions. The strategy helps Ontario move towards "net-zero communities". These communities use low-carbon or carbon-free sources of energy and offset the release of any greenhouse gas emissions they produce.

The four plans' policies support reducing greenhouse gas emissions to address the impacts of climate change. The plans work together to curb urban sprawl and create healthy, walkable, higher-density

communities that support transit and have more green space. Since these compact, complete communities are more energy efficient, they also produce fewer greenhouse gas emissions.

The Greenbelt acts as a carbon sink. It absorbs and stores greenhouse gases, reducing the region's overall emissions. The Greater Golden Horseshoe's agricultural land and water resources will become increasingly important as other food producing regions face lower crop yields due to changes in weather patterns.

Responding to climate change

The proposed revisions to the plans would require all municipalities in the Greater Golden Horseshoe to incorporate climate change policies in their official plans. These policies would help reduce greenhouse gas emissions and address climate change adaptation goals. Municipalities in the Greater Golden Horseshoe would also be encouraged to inventory greenhouse gas emissions and develop targets to reduce them.

Under proposed new policies in the Growth Plan, Greenbelt Plan and Oak Ridges



Solar panel installation in southwestern Ontario

Moraine Conservation Plan, municipalities would be required to develop plans for managing stormwater in their settlement areas. These plans would incorporate low-impact development techniques (which manage rainfall at the source) and green infrastructure. Proposals for major developments (e.g., plans of subdivision, settlement area expansions, and secondary plans) would have to be supported by plans for stormwater management. Municipalities would also be required to examine their infrastructure for weaknesses and identify priority actions to increase their resilience and decrease the risks associated with extreme weather events.



Storm management park in Unionville



*Flood risk reduction infrastructure in Corktown
Common Park, Toronto*

Other proposed changes to the plans, described in greater detail in other sections, would also make an important contribution to Ontario's Climate Change Strategy. These include increased intensification targets, higher density targets for greenfield developments, and enhanced policies that support transit in the Growth Plan. In addition to using less land for growth, the plans' policies are intended to make transit use a sustainable and preferred choice. The enhanced policies pertaining to agriculture and natural heritage (e.g., wetlands and woodlands) would further protect and restore ecosystem services and green infrastructure, helping us mitigate and adapt to the effects of climate change.

In summary, the proposed changes would:

- ▶ Require upper- and single-tier municipalities to incorporate climate change policies in their official plans, consistent with the objectives of the province's Climate Change Strategy and greenhouse gas reduction targets.
- ▶ Encourage municipalities to develop greenhouse gas inventories, emission reduction strategies, and related targets and performance measures.
- ▶ Require municipalities to undertake more comprehensive stormwater management planning for their settlement areas and for major developments and to examine their infrastructure for weaknesses associated with climate change.
- ▶ Encourage the use of green infrastructure and require low-impact development techniques that include integrating green space in design strategies, landscaping with native plants, and using natural water systems to generate less runoff from developed land.
- ▶ Enhance policies to align with those in the Provincial Policy Statement regarding planning for resilient infrastructure.

Integrating Infrastructure

Matching infrastructure investments with long-term land use decisions makes the best use of our limited resources, reduces overall costs and can shorten construction time. It ensures that infrastructure is built where it is needed, when it is needed.

The Growth Plan, the Greenbelt Plan and the Oak Ridges Moraine Conservation Plan all have policies that promote a co-ordinated approach to infrastructure and land use planning. The population and employment forecasts of the Growth Plan are used by municipalities to develop their official plans. The official plans, in turn, inform the planning for transportation, water, wastewater, stormwater management and other infrastructure.

Integrating land use and infrastructure planning

Proposed changes would ensure a more integrated approach to land use and infrastructure planning.

All major planned and existing transportation corridors (e.g., highways and railroads), intermodal hubs (where goods are moved from one type of transport to another), and major ports are identified in an updated Schedule 6 of the Growth Plan ("Moving Goods"). All major planned and existing transit corridors are shown in an updated Schedule 5 ("Moving People").

To ensure efficient and quick movement of goods and a stronger manufacturing economy, municipalities would be required to use provincially established freight-supportive planning practices. New policies in the Growth Plan would also protect existing and planned infrastructure corridors from being impacted by conflicting adjacent land uses.



GO transit on the Milton rail corridor



Viva bus stop in York Region



Light rail transit construction, Region of Waterloo

Policies would also encourage the placement of linear infrastructure (e.g., roads, pipes, and electricity transmission wires) all together in the same areas or corridors, where appropriate.

Enhanced density and intensification requirements, particularly around major transit station areas, would ensure value for money and provide residents with transportation options. Requiring plans for managing stormwater before expanding settlement area boundaries or permitting major development would also help to better align land use with infrastructure planning. Encouraging public services to locate together in existing public buildings would help establish community hubs that integrate services while reducing the cost of constructing new facilities.

Making these changes will better link provincial initiatives including the review of Metrolinx's "The Big Move", the implementation of Regional Express Rail service across the region, and the ongoing development of the Greater Golden Horseshoe Multimodal Transportation Plan.

In summary, the proposed changes would:

- ▶ Direct planning authorities to take an integrated approach to land use and infrastructure planning.
- ▶ Include mapping of planned, conceptual, and existing transportation corridors, as well as major ports and intermodal hubs.
- ▶ Include mapping of the region's higher order transit network, including priority transit corridors.
- ▶ Clarify requirements in the Growth Plan to protect infrastructure corridors and support the movement of goods.
- ▶ Encourage the placement of linear infrastructure together in the same areas or corridors, where appropriate.

Improving Plan Implementation

The four plans were established at different times, for different areas, and with different but complementary visions. There are differences in the direction they provide, the terminology that they use, and how they interact with other planning documents.

The Growth Plan, Greenbelt Plan, and the Oak Ridges Moraine Conservation Plan are implemented by local governments through the municipal planning process. Municipalities must amend their official plans to conform with these plans within specific, but differing timeframes. The province proposes to co-ordinate when these revised plans will come into effect. The deadline for municipalities to conform with the Growth Plan would be set to give municipalities, stakeholders and provincial ministries sufficient time to implement the range of changes proposed.

The Niagara Escarpment Plan is implemented by the Niagara Escarpment Commission through the approval of development permits in the plan area. To better harmonize and

align with the rest of the planning framework in the region, including the Provincial Policy Statement, the Niagara Escarpment Plan's policies would be updated and streamlined.

Generally, any decisions made on land use planning matters on or after the effective dates of revised plans would be subject to the revised policies. Decisions made before the effective date would have to conform with the existing plans.

Many of the proposed changes aim to make the policies in the four plans consistent and fully integrated with each other and the Provincial Policy Statement.

To support the implementation of all of the proposed changes to the four plans, guidance materials will be produced for the following areas:

- ▶ Standard methodology for land needs assessment.
- ▶ Identification of an agricultural system and related guidance.
- ▶ Mapping of a natural heritage system outside of the Greenbelt Area.



Mount Pleasant Village development in Brampton



Cycling in Port Credit, Mississauga



Retail and transportation options in Roncesvalles, Toronto



Public square in Brampton

- ▶ Watershed planning and stormwater management.
- ▶ Developing greenhouse gas inventories, targets and emission reduction strategies.

In summary, the proposed changes would:

- ▶ Align with other provincial initiatives which complement the land use planning framework in the region (e.g., the Lake Simcoe Protection Plan, Ontario's Great Lakes Strategy and source water protection plans).
- ▶ Clarify in the Growth Plan how municipalities allocate and plan to accommodate their forecasted growth to ensure opportunities for intensification, support for transit and the development of complete communities are maximized.
- ▶ Require in the Growth Plan that only those upper- and single-tier municipalities in the outer ring of the Greater Golden Horseshoe without urban growth centres would be eligible for alternative targets for intensification and greenfield density. Municipalities would have to revisit their existing targets. Revised policies would also require that any alternative target for a municipality be publicly requested by its council.
- ▶ Require upper- and single-tier municipalities to measure and report on implementation.
- ▶ Update and streamline the Niagara Escarpment Plan's policies and land use designations and align them with those found in the other plans and the Provincial Policy Statement.

Measuring Performance, Promoting Awareness and Increasing Engagement

We received suggestions from experts, stakeholders, municipalities, conservation authorities, First Nations and Métis communities, the public, and the advisory panel about the steps we need to take beyond the policies contained in the four plans. Measuring the four plans' performance and promoting public awareness and engagement were mentioned as top priorities.

Reliable data and information will be essential to implementing the plans' objectives and determining if the desired changes are taking effect.

To meet this goal, the province will work with stakeholders, municipalities, conservation authorities, First Nations and Métis communities, experts and the general public to monitor the implementation and progress of the plans. In addition, upper- and single-tier municipalities would have to report on plan implementation regularly. The province would also now have the authority to obtain data directly from municipalities on implementation.

To ensure the success of the four plans, the province and the Niagara Escarpment Commission will, over the longer-term, build on their existing education and outreach programs to explain the intent of the plans, report on their progress, and promote their benefits.



Co-ordinated Review regional Town Hall meeting in Ajax

Seeking Feedback

The Ontario government is seeking feedback on the proposed changes to the plans.

Provide your feedback

We want to hear your comments and feedback on the proposed changes to the plans.

Please visit

www.ontario.ca/landuseplanningreview to:

- ▶ Submit or upload your feedback and comments using the online e-form by September 30, 2016.
- ▶ Learn more about attending a Public Open House in your area.

Other ways to provide feedback

You also have the option to submit comments using one of the other methods listed below.

Environmental Bill of Rights Registry at www.ontario.ca/ebr

1. Proposed Growth Plan for the Greater Golden Horseshoe, 2016. Notice #012-7194
2. Proposed Greenbelt Plan (2016). Notice #012-7195
3. Proposed Oak Ridges Moraine Conservation Plan (2016). Notice #012-7197
4. Proposed Niagara Escarpment Plan (2016). Notice #012-7228
5. Proposed Amendment to the Greenbelt Area Boundary Regulation. Notice #012-7198



Walking on the Martin Goodman Trail in Toronto

All comments received on proposed changes to the Niagara Escarpment Plan will also be shared with the Niagara Escarpment Commission. Comments can also be submitted directly to the Niagara Escarpment Commission at www.escarpment.org/planreview.

Regulatory Registry at
www.ontariocanada.com/registry

1. Proposed Amendment to the
Greenbelt Area Boundary Regulation.
Notice #16-MAH017
2. Proposed Oak Ridges Moraine
Conservation Plan (2016).
Notice #16-MAH016

Comments may also be mailed to:

Land Use Planning Review
Ministry of Municipal Affairs and Housing
Ontario Growth Secretariat
777 Bay Street, Suite 425 (4th floor)
Toronto, ON M5G 2E5

The deadline for providing feedback is
September 30, 2016.

Notice Regarding Collection of Information

Any collection of personal information for the Co-ordinated Land Use Planning Review is in accordance with subsection 39(2) of the Freedom of Information and Protection of Privacy Act. It is collected under the authority of the legislation establishing the four plans for the purpose of obtaining input on revisions to the plans.

If you have questions about the collection, use, and disclosure of this information, please contact:

Ministry of Municipal Affairs and Housing

Senior Information and Privacy Advisor

777 Bay Street

Toronto, Ontario, M5G 2E5

416-585-7094

Organizations and Businesses:

Comments or submissions made on behalf of an organization or business may be shared or disclosed. By submitting comments you are deemed to consent to the sharing of information contained in the comments and your business contact information. Business contact information is the name, title and contact information of anyone submitting comments in a business, professional or official capacity.

Individuals:

Personal contact information will be used only to contact you and will not be shared. Please be aware that any comments provided may be shared or disclosed once personal information is removed. Personal information includes your name, home address and personal e-mail address.

Ministry of Municipal Affairs and Housing

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This document is available in alternative format at ontario.ca/landuseplanningreview

From: AMO Communications [<mailto:communicate@amo.on.ca>]
Sent: May-18-16 4:04 PM
To: Bill White
Subject: AMO Policy Update - Ontario Climate Change Action Plan

May 18, 2016

AMO Seeking Clarity on Ontario Climate Change Action Plan

Municipal governments in Ontario and beyond have been strong advocates of environmental quality and climate action for decades. Municipalities know that climate change has resulted in more frequent and intense storms that wreak havoc on our infrastructure systems and the economic prospects of residents and our communities and have taken local action to reduce their own emissions and increase resilience.

However, recent reports in the news media, purportedly from the government's proposed Climate Action Plan, have raised important questions for municipal governments, particularly as they relate to natural gas. Seemingly leaked documents have suggested that one major aspect of the province's Climate Action Plan will be to no longer provide natural gas as a heating source in new buildings starting in 2030, which then triggers concerns and questions about the current expansion of natural gas services.

Many communities in Ontario are looking to the expansion of natural gas and the \$200 million provincial program that enables it, as a welcome economic opportunity to reduce consistently high electricity prices for these communities and support economic development in a meaningful way. Municipal governments are working to put their financial resources to work for the expansion and for some this may include taking on debt. The media reports of a substantial increase in price along with what appears to be a change in direction are confusing our membership.

Because the Climate Action Plan has not been made public, we cannot confirm its details. However, AMO has called on the government to fully clarify the policy intent for natural gas expansion. We have called upon the Premier and the Minister to do this sooner than later. Municipal governments, rural or urban need to understand how Ontario's energy system will support and attract local economic development. Energy costs are sited as a barrier. Reducing greenhouse gas emissions is a requirement for our environmental and economic security. But we need to transition in a way that supports a vibrant economy and one with a solid foundation.

Given today's passage of the *Climate Change and Low Carbon Economy Act* (Bill 181), we are not aware of any barriers to the release of the Climate Action Plan, along with the full analysis of all the impacts. AMO has written to the Premier and the Minister requesting this action. Clarity is needed now.

AMO Contact: Craig Reid, Senior Advisor, E-mail creid@amo.on.ca, 416.971.9856 ext. 334.



R E S O L U T I O N / R É S O L U T I O N

Date: May 16 mai 2016

Item(s) no.: 10 (a)

Subject/Objet: Resolution to Support Rural Economic Development Program
Résolution de support au programme de développement économique des collectivités rurales

Moved by/ Proposé par : Councillor/conseiller André Brisson

Seconded by/ Appuyé par: Councillor/conseillère Cindy Saucier

Whereas in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development Program and has indicated that it plans to integrate the program into the Jobs and Prosperity Fund; and

Attendu que dans le budget de l'Ontario 2016, le gouvernement de l'Ontario a suspendu la consommation actuelle des demandes au programme de développement économique des collectivités rurales et a indiqué qu'il prévoit intégrer le programme dans le fonds pour l'emploi et la prospérité; et

Whereas the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds, will significantly restrict benefits from this fund; and

Attendu que le fonds pour l'emploi et la prospérité est étroitement ciblé et est limité aux organisations du secteur privé et aux partenaires de l'industrie, ce qui empêche l'accès au financement pour les municipalités rurales et d'autres qui autrefois ont bénéficié du programme de développement économique des collectivités rurales. L'emphasis sur les grands projets qui répondent soit d'un minimum de 5 M\$ ou 10 M\$ en coûts admissibles pour le commencement des projets, limitera considérablement les avantages de ce fonds; et

Whereas in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited "Business Retention and Expansion" and "Downtown Revitalization" projects and Economic Development Strategic Planning projects for small rural municipalities who were looking to improve their local economy. Also of note is that because the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the province; now therefore be it

Attendu que le programme de développement économique des collectivités rurales a appuyé un certain nombre de projets de renforcement des capacités, y compris, mais sans s'y limiter, les projets « Maintien et expansion des entreprises » et « Revitalisation des centres villes » et les projets de planification stratégique de développement économique pour les petites municipalités rurales qui cherchent à améliorer leur économie locale. À noter également, le fonds pour l'emploi et la prospérité n'est pas particulièrement désigné

pour les zones rurales donc les fonds de ce programme vont probablement favoriser les zones plus urbaines de la province; il est résolu

RESOLVED that the Council of the Municipality of Russell asks the government of Ontario to reconsider the suspension and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that the Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario; and

QUE le conseil du canton de Russell demande au gouvernement de l'Ontario de reconsidérer la suspension et l'intégration du programme de développement économique des collectivités rurales dans le fonds pour l'emploi et la prospérité en vue d'assurer que le programme de développement économique des collectivités rurales demeure à titre de programme de financement complexe de la province qui appuiera le renforcement des capacités et de favoriser la croissance économique dans les municipalités rurales de l'Ontario; et

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 and the Minister of Agriculture, Food and Rural Affairs.

QUE cette résolution soit distribuée à tous les conseils municipaux et régionaux en Ontario demandant qu'ils approuvent et appuient cette résolution et communique leur soutien au ministre et au ministère de l'Agriculture, de l'Alimentation et des Affaires rurales.

MOTION APPROVED

MOTION ADOPTÉE

CERTIFIED TRUE COPY

COPIE CERTIFIÉE CONFORME

I, Joanne Camiré Laflamme, Clerk of the Corporation of the Township of Russell, hereby certify that the foregoing is a true copy of the resolution adopted by the Council of the Corporation of the Township of Russell on the 16th day of May, 2016.

Je, Joanne Camiré Laflamme, greffière de la corporation de canton de Russell, atteste que la présente est une copie certifiée de la résolution adoptée par le conseil de la municipalité de Russell le 16^e jour de mai 2016.


Joanne Camiré Laflamme
Clerk / greffière



Norwell District Secondary School
Community Environmental Leadership Program
(by email)

May 24, 2016

To the Students and Teachers of the Community Environmental Leadership Program:

On behalf of the Town of Minto, I would like to thank you for the work your group has provided in the Town this year. The planting of trees, cleanup of parks, ditches and work for the Recreation Department your group has provided is appreciated. We sometimes take for granted in the rush of all we do to take the time to thank volunteers for all of their hard work. Be assured that Council noticed your efforts and asked that I thank your group for all that they do.

The Town of Minto depends on its volunteers to help keep our community "A Place Where Your Family Belongs".

Sincerely,



George A. Bridge
Mayor

5941 Highway #89
Harriston, Ontario
N0G 1Z0

tel: 519-338-2511
fax: 519-338-2005

www.town.minto.on.ca

Ayton - Normanby HOMECOMING

JULY 1, 2 & 3, 2016



RECEIVED MAY 24 2016

May 16th, 2016

Town of Minto
5941 Highway 89
Harriston, ON
N0G 1Z0

Dear Members of Council of The Municipality of Minto:

Re: Ayton Normanby Homecoming July 1st, 2nd, 3rd, 2016

A committee of volunteers have been very enthusiastic planning for their upcoming Ayton Normanby Homecoming. The Homecoming celebrations are scheduled for July 1st, 2nd, 3rd, 2016 to provide safe, fun and gratifying venues for all to enjoy.

On behalf of the Ayton Normanby Homecoming Committee I would like to bring to your attention that the weekend will commence on July 1st with our Homecoming Parade. As a neighbouring municipality of West Grey, (the former Normanby Township) it would be favourable for your community to be featured in our Parade. All participants will assemble at the Normanby Public School and the parade is scheduled to begin at 11:00 a.m. A registration form for the parade is enclosed if you wish to participate. Perhaps you could share this notification with other Departments, Community Service Clubs and organizations that would be of interest to participate in our parade. We would appreciate any support you can provide to enhance our celebrations. I've also enclosed our Homecoming Brochure featuring our weekend of events.

Please respond at your earliest convenience if your participation in the parade would accommodate your itinerary. I'd like to thank you in advance for your support in this upcoming celebration. We are looking forward to good times and memories to cherish. Thanks again.

Yours truly

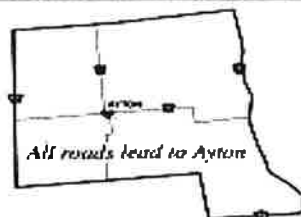
Joyce Nuhn
Parade Committee Co-Chair
(519)665-7807 or e-mail nuhnr@wightman.ca

/jn

Ayton Normanby Homecoming Committee
PO Box 142, Ayton, ON N0G 1C0
www.aytonnormanbyhomecoming.com

Ayton - Normanby HOMECOMING

JULY 1, 2 & 3, 2016



Ayton-Normanby Homecoming Parade Registration Form

Parade Date: Friday, July 1st, 2016 starting at 11:00 a.m.

Parade Categories: Please check the appropriate box(s) ☐; if multiple entries please specify #().

- | | |
|---|--|
| <input type="checkbox"/> #() Floats: | <input type="checkbox"/> Family; <input type="checkbox"/> Commercial; <input type="checkbox"/> Agriculture; <input type="checkbox"/> Sport; <input type="checkbox"/> Service Club; |
| | <input type="checkbox"/> Church; <input type="checkbox"/> School |
| <input type="checkbox"/> #() Tractors: | <input type="checkbox"/> Antique; <input type="checkbox"/> Restored; <input type="checkbox"/> Most Original |
| <input type="checkbox"/> #() Farm Machinery | <input type="checkbox"/> With Tractor; <input type="checkbox"/> Without Tractor |
| <input type="checkbox"/> #() Classic Vehicles | <input type="checkbox"/> Cars; <input type="checkbox"/> Trucks; <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> #() Fire Trucks | <input type="checkbox"/> Current; <input type="checkbox"/> Past |
| <input type="checkbox"/> #() Bands: | <input type="checkbox"/> Cost if any please specify \$ _____ |
| <input type="checkbox"/> #() Horses | <input type="checkbox"/> Individual Rider; <input type="checkbox"/> Team |
| <input type="checkbox"/> #() Novelty | <input type="checkbox"/> Clowns; <input type="checkbox"/> Golf Carts; <input type="checkbox"/> Buggies; <input type="checkbox"/> Pulling Wagon; <input type="checkbox"/> Other |
| <input type="checkbox"/> #() Bikes (Children 12 & under) | Criteria: Helmets must be worn. |
| <input type="checkbox"/> #() Pets (Children 12 & under) | |

Specifications:

- Proof of Insurance
- Decorate in Homecoming Colours which are White, Black & Yellow. Decorations will be available at Ayton Royal Bank during their business hours. Since the parade is on Canada Day incorporate a Canada Flag(s) or other Canada Day decor with your entry.
- If you plan to pass out treats to the spectators, they must be handed out and **NOT** thrown. This is a safety concern and we appreciate your attention on this matter.
- Judges Choice will determine the winner for each category.
- Please be advised that photos and videos will be taken the day of this event.
- Personnel information will not be disclosed.

Contact Information:

Name: _____

E-mail: _____ Phone Number: _____

Address: _____

Insurance Company _____ Policy # _____

Parental consent required for children entries (Signature) _____

Registration: The Parade Committee would appreciate pre-registration by June 1st, 2016; or bring this form along with you the day of the parade. Please have your entry at the Normanby School grounds (574 Louisa Street North) prior to 10:00 a.m. to ensure all registrations are recorded to the appropriate category on the judges listing. Any questions, please contact Joyce Nuhn, Parade Co-Chair at 519.665.7807. Please feel free to email this form to nuhnr@wightman.ca; or mail to Ayton-Normanby Homecoming Committee, PO Box 142, Ayton, ON N0G 1C0. Also check out our website at www.aytonnormanbyhomecoming.com

The Ayton-Normanby Homecoming Parade Committee thank you for your support and we look forward to seeing you on July 1st, 2016.

May 16, 2016

Minto (Palmerston Station) Fire Department
845 King St
PO Box 700
Palmerston, ON N0G 2P0

RECEIVED MAY 24 2016

Dear Friends,

Fire Fighters are critical to providing the support that people affected by a neuromuscular disorders need. Since 1954, the charity of choice for Canadian Fire Fighters has been Muscular Dystrophy Canada and more than 60 years later this time-honoured tradition continues. Fire Fighters not only are our most important stakeholder, but are our best champions and ambassadors.

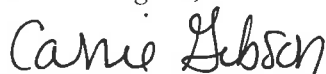
Last year Canadian Fire Fighters raised \$3.3 million in support of those affected by neuromuscular disorders. We are especially proud of the achievements and accomplishments of the Ontario Fire Fighters. From April 1st, 2015 – March 31st, 2016, with the support of 265 Ontario Fire Departments / Associations, Ontario Fire Fighters together raised \$1,192,712. Congratulations!

Thank you Minto (Palmerston Station) Fire Department for your dedication and commitment. Your generous gift of \$350 during this past year is helping to change the lives of those affected. We are committed to improving the quality of life for the thousands of Canadians affected. From financial assistance to emotional support, from advocacy to education, we are on the ground, giving support to everyday Canadians in whatever they need. Our research has led to advancements in treatments, and has helped Canadians with neuromuscular disorders live longer, more enriched lives.

Fire Fighter fundraising continues to be our largest and most significant source of revenue and we are extremely proud to be your partner. Muscular Dystrophy Canada and Fire Fighters have been funding research and searching for a cure for neuromuscular disorders for more than 60 years. With the help of Fire Fighters, we continue to get closer.

Together Fire Fighters are saying I Can! If we all say I Can, We Will make a difference.

Warmest Regards,



Carrie Gibson

Revenue Development Coordinator, Fire Fighters - Southwestern Ontario

CC: Mayor George Bridge, Town of Minto

London Community Office:

383 Richmond St. Suite 915, London, ON N6A 3C4
T 519.850.8700 1.877.850.8720 F 519.850.8701 W muscle.ca



For Immediate Release: May 20th, 2016

THE BUTTER TART TRAIL AND FORMER HORSE & BUGGY TRAIL MERGE AND GROW TO OFFER NEW TOURISM EXPERIENCE FOR THE REGION

Northern Wellington & Southern Grey, ON - Explore the Simpler Life in the rural areas of Minto, Southgate and Wellington North. Discover butter tart flavours & inspirations. Experience a showcase of local food, handcrafted items, producers and business related to the horse & buggy culture. You may even chance upon the opportunity to have a buggy ride. How sweet is that!

Butter Tarts and Buggies: Explore the Simpler Life, is a new tourism experience developed in partnership with the Town of Minto and Townships of Southgate and Wellington North. The experience combines The Butter Tart Trail with the Mennonite Culture of the former Horse and Buggy Trail. This new exciting offering promotes butter tart bakers, butter tart inspired items and related products including maple syrup. Explore Mennonite Cultural offerings, local food at the farm, restaurants, retail stores, local handcrafted items and the equine industry.

Visitors will enjoy the opportunity for an old fashioned Mennonite horse and buggy ride through a working Mennonite farm and along scenic backroads. There are numerous farm experiences that include alpaca shearing, wagon rides and the opportunity to visit friendly critters. The tastes will amaze you with dozens of varieties of butter tarts and inspired products like pies, sundaes, trifle and waffles. There are even special butter tart doggy treats locally made and sourced. Talented local artist works will awe you.

Butter Tarts & Buggies: Explore the Simpler Life new brochure will be available on **Saturday, May 28th** in conjunction with the Taste Real Spring Wellington Rural Romp – a self-guided tour of farms, markets and local food retailers. More information can be found at www.buttertartsandbuggies.com.

-30-

For more information or to express interest in joining our FAM Tour in June, please contact any of the following:

Belinda Wick-Graham

Business & Economic Manager
Town of Minto 519-338-2511 Ext 241
belinda@town.minto.on.ca

Glenn Walker

Economic Development Officer
Township of Southgate 519-377-5057
gwalker@southgate.ca

April Marshall

Tourism, Marketing & Promotion Manager
Township of Wellington North 519-848-3620 Ext 30
amarshall@wellington-north.com

From: Karen Constant [<mailto:administration@calvintownship.ca>]

Sent: May-26-16 11:00 AM

To: Karen Constant

Subject: RESOLUTION #2016-083 SUPPORT REQUEST TO RECONSIDER SUSPENSION OF THE RURAL ECONOMIC DEVELOPMENT PROGRAM INTO THE JOBS AND PROSPERITY FUND

Below please find the above referenced resolution approved by the Council of the Corporation of the Municipality of Calvin at their regular meeting on Tuesday May 24th:

2016-083 SUPPORT REQUEST TO RECONSIDER SUSPENSION OF THE RURAL ECONOMIC DEVELOPMENT PROGRAM INTO THE JOBS AND PROSPERITY FUND

Moved by Coun Pennell and seconded by Coun Edwards

WHEREAS the Council of the Corporation of the Municipality of Calvin supports the following resolution by the Municipality of South Dundas passed at their regular meeting held on April 19, 2016 which states:

WHEREAS in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development Program and has indicated that it plans to integrate the Program into the Jobs and Prosperity Fund; and

WHEREAS the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds, will significantly restrict benefits from this fund; and

WHEREAS in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited to 'Business Retention and Expansion' and 'Downtown Revitalization' projects and 'Economic Development Strategic Planning' projects for small rural municipalities who were looking to improve their local economy. Also of note is that because the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the province.

NOW THEREFORE BE IT resolved that the Municipality of South Dundas asks the government of Ontario to reconsider the suspension of and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that the Rural Economic Development Program stays as an intricate funding program of the province that will support capacity building and foster economic growth in rural municipalities in Ontario.

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 and the Minister of Agriculture, Food and Rural Affairs.

Carried

Have a great day!

Karen Constant
Administrative Assistant
Municipality of Calvin
1355 Peddlers Dr.
R.R. #2
Mattawa, ON P0H 1V0



May 20th, 2016

The Honourable Marc Garneau, P.C., M.P.
Minister of Transport
House of Commons
Ottawa, ON K1A 0A6

Dear Honourable Marc Garneau:

RE: Enforcement of “No Wake” Restriction Legislation.

The Council of the Corporation of Tay Valley Township at its Council meeting on May 10th, 2016 adopted the following resolution:

RESOLUTION #C-2016-04-35

“WHEREAS, the Office of Boating Safety, which administers the Vessel Operation Restriction Regulations (VORRS) pursuant to the Canada Shipping Act, 2001, has advised that the issue of “No Wake” is currently addressed by limiting the speed or power of a vessel;

AND WHEREAS, the Office of Boating Safety has advised that “No Wake” is not a restriction found in the Canada Shipping Act, 2001, or its regulations, and therefore is not an enforceable restriction;

AND WHEREAS, a boat’s wake can do a great deal of damage, including:

- the erosion of shorelines
- the swamping of nests of loons and other waterfowls
- the damaging of docks and vessels moored at docks and at marina that has pumps
- the danger to swimmers
- the interference with safe navigation
- the disruption of wetland habitat
- the upsetting of canoes and small boats, especially in narrow channels;



Tay Valley Township

NOW THEREFORE BE IT RESOLVED THAT, the Council of Tay Valley Township requests the Honourable Marc Garneau, Minister of Transport, to address this dangerous and harmful situation, by implementing legislation that would provide authorities with the ability to enforce a "No Wake" restriction in Ontario's navigable waters;

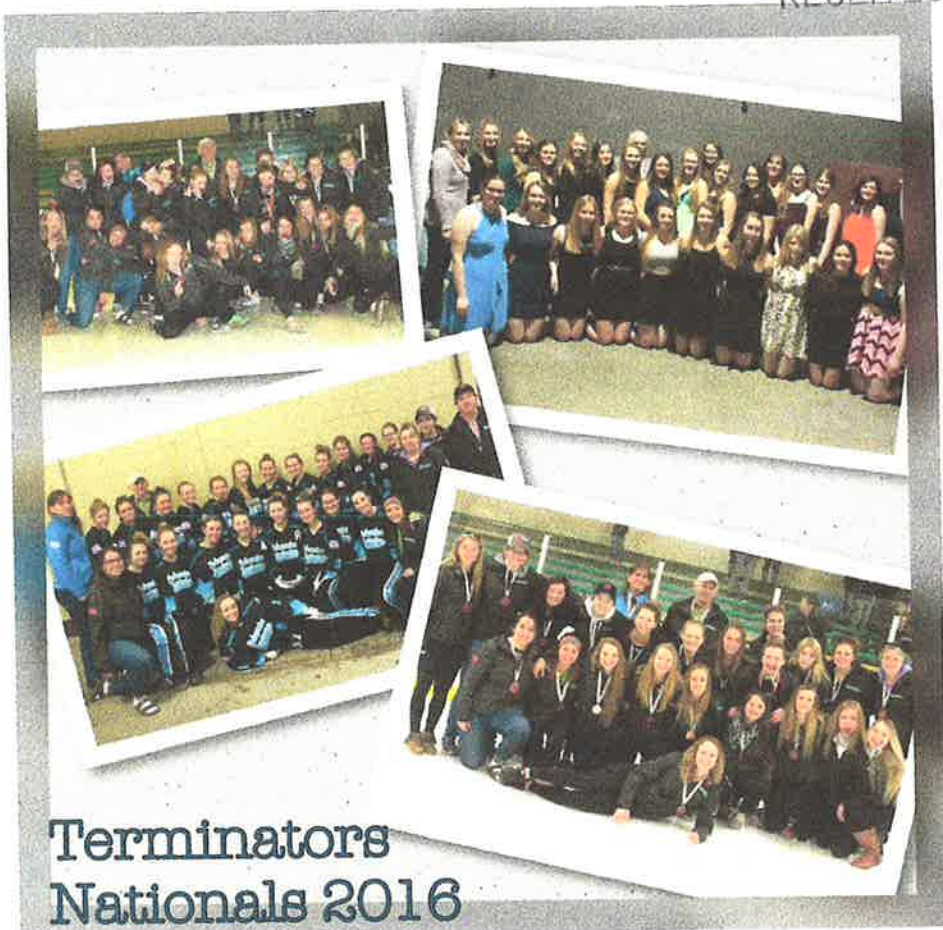
AND FURTHER THAT, a copy of this resolution be forwarded to Scott Reid, M.P., Lanark – Frontenac – Kingston, and to all Municipalities in Ontario with a request for endorsement."

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or clerk@tayvalleytwp.ca.

Sincerely,

Janie Laidlaw, Acting Clerk

cc: Scott Reid, MP, Lanark-Frontenac-Lennox & Addington
All Municipalities in Ontario



THANK YOU SPONSORS!

The Palmerston Terminators would like to thank their generous sponsors who supported them in their quest for Gold at the Jr Broomball Nationals in Arnprior in April 2016.

The girls went 5-0 throughout the week, beating out teams from Ottawa, Quebec, and Manitoba before losing in overtime in the semi-finals. After battling through double overtime the Terminators were awarded the honour of bringing the A-side Bronze medal to Ontario.

The Terminators' Katelyn Wynja was named to the 2nd All Star Line and Tiffany Lenselink and Coach Tony Verbeek to the 1st All Star Line for the tournament.

The team appreciates all of the support that they received in preparing for the trip as well as the cheers they got on the road and from home through their loyal fans.

Uniform picture: back Char V, Maddy M, Jasmine M, Tony V, Maddy V, Quinn W, Deanna V, Nicole W, Morgan P, Kaitlin B, Alex W, Marina M, Rhoanna M, Katrina L, Chris F, Jeanette M, Rick L. Front Natalie S, Erica V, Calysta K, Shay L, Laura R, Katelynn W, Tiff L, Candice N, Jordan L, Avary S, Goalie Jordan S

THANK YOU

THANK YOU

THANK YOU

THANK YOU





May 27th, 2016

The Honourable Kathleen Wynne
Premier of Ontario
premier@ontario.ca

Dear Honourable Kathleen Wynne:

RE: Lyme Disease.

The Council of the Corporation of Tay Valley Township at its Council meeting on May 24th, 2016 adopted the following resolution:

RESOLUTION #C-2016-05-26

“WHEREAS, the number of cases of ticks and diagnosis of Lyme disease is sub-optimal;

AND WHEREAS, there are chronic sufferers of long term consequences of this disease;

NOW THEREFORE BE IT RESOLVED, that the Council of Tay Valley Township request the Province of Ontario to increase funding for research aimed to enhance the testing for Lyme disease;

AND THAT, the Council of Tay Valley Township request the Government of Canada to increase funding for research aimed to enhance the testing for Lyme disease and determine better treatment for long term outcomes of Lyme disease;

AND FURTHER THAT, this resolution be forwarded to all Municipalities in Ontario for their endorsement and to the Premier of Ontario, the Minister of Health and local members of Provincial Parliament.”



Tay Valley Township

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or clerk@tayvalleytwp.ca.

Sincerely,

Janie Laidlaw, Acting Clerk

cc: The Honourable Jane Philpott, Minister of Health
Randy Hillier, MPP Lanark-Frontenac-Lennox-Addington
Scott Reid, MP Lanark-Frontenac-Kingston
Ontario Municipalities

Board of Directors Meeting #4/16

April 20, 2016

DIRECTORS PRESENT: Art Versteeg, Deb Shewfelt, Alison Lobb, Alvin McLellan, Roger Watt, Matt Duncan, Bob Burtenshaw, David Turton

ABSENT WITH REGRETS: Jim Campbell, Wilf Gamble, Paul Gowing

STAFF PRESENT: Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Geoff King, Stewardship Services Coordinator
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Doug Hocking, Water Quality Specialist
Donna Clarkson, ABCA Source Protection Technician

COMMUNITY ATTENDEES: Paul Nichol, Charlie Hoy, Linda Henhoeffler, Laura Dent

1. Call to Order

Chair Art Versteeg called the meeting to order at 7:00 pm.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Maitland Source Protection Authority

Motion FA #35/16

Moved by: Deb Shewfelt

Seconded by: Alvin McLellan

THAT the Maitland Valley Conservation Authority Board of Directors move into a Maitland Source Protection Authority meeting.

(carried)



4. Minutes

The minutes from the Board of Directors meeting #3/16 held on March 16, 2016 have been circulated to the Directors for their information and approval. The Directors agreed with the minutes and the following motion was made.

Motion FA #36/16

Moved by: Deb Shewfelt

Seconded by: Bob Burtenshaw

THAT the minutes from the Board of Directors meeting #3/16 held on March 16, 2016 be approved.

(carried)

5. Presentation: Community Groups: Restoration of Gorrie/Brussels Mill Buildings (delegation and project brief attached)

Jayne Thompson, Communications Coordinator provided a photo presentation and outlined the historical background of the Gorrie and Brussels Mills.

Following introduction from Stewart Lockie, Conservation Areas Coordinator, the Maitland Mills Project Steering Committee presented this delegation to the Board to provide information about restoring the Brussels and Gorrie Mills and to request monetary and staff support toward the groups project initiatives.

During a discussion and question period about the feasibility of this project, the committee requested that 10 hours per month for one year of Stewart Lockie's time as well as a \$5,000.00 contribution be directed to this project from Maitland Valley Conservation Authority. The following motion was made.

Motion FA #37/16

Moved by: Alison Lobb

Seconded by: Matt Duncan

THAT staff prepare a report outlining the feasibility of this request; **AND THAT** this report be presented at the May Board meeting.

(carried)

6. Business Requiring Direction/Decision

i) Huron Clean Water Agreement: Report #20/16 (attached)

At the November 18, 2015 Board meeting, direction was given to staff to review the Huron Clean Water Program agreement between Maitland Valley Conservation Authority and the County of Huron annually.

In this report, Geoff King, Stewardship Services Coordinator along with Doug Hocking, Water Quality Specialist outlined the new agreement as well as the funding for the project in 2016. The Directors supported the new agreement and the following motion was made.

Motion FA #38/16

Moved by: Roger Watt

Seconded by: David Turton

THAT the revised Huron Clean Water Program agreement between the County of Huron and the Maitland Valley Conservation Authority/Ausable Bayfield Conservation Authority be approved; **AND THAT** the Huron Clean Water Program budget for 2016 be approved; **AND FURTHER THAT** the Board recommend that the County consider identifying a 3-year budget forecast for this program starting in 2017 and that this forecast be updated annually so that the County is always planning three years ahead for this program.

(carried)

ii) Conservation Ontario Governance: **Report #21/16** (attached)

This report provides the outcome after Maitland Valley Conservation Authority recommended to Conservation Ontario Council that they amend the Associations bylaws.

Chair Art Versteeg explained that while the Maitland Valley Conservation Authority's motion was not supported by Conservation Ontario Council there appeared to be better attendance of Conservation Authority Board members representing their Conservation Authorities and fewer GM's/CAO's listed as voting delegates. The Board agreed that MVCA should continue to encourage improvements in governance and meeting agendas. Conservation Ontario has identified in its strategic plan that it plans to improve governance however there are no details or timeframe around the process for identifying changes.

iii) Board Training/Tours: **Report #22/16** (attached)

Phil Beard, General Manager/Secretary-Treasurer outlined options for training and education in this report to gain direction from the Board on their preferences for 2016. After review and consideration of several options, the Board made this motion.

Motion FA #39/16

Moved by: Alison Lobb

Seconded by: Roger Watt

THAT staff proceed with initiating Board training events that focus on Water Quality Trends, Smart Prosperity and Agriculture in a Changing Climate.

(carried)

iv) Morris Hill Tract Boundary Adjustment: **Report #23/16** (attached)

Conservation Areas Coordinator, Stewart Lockie presented this report to gain direction from the Board on the proposed boundary adjustment of the Morris Hill Forest Tract in the municipality of Morris/Turnberry. The following motion was made.

Motion FA #40/16

Moved by: Alison Lobb

Seconded by: Bob Burtenshaw

THAT Maitland Valley Conservation Authority accepts the boundary adjustment proposal; **AND**
THAT staff proceed with the process to acquire the road allowance as outlined in the report.

(carried)

v) ACLA Shoreline Water Quality Monitoring Program: **Report #24/16** (attached)

Report #24/16 was presented by Phil Beard, General Manager/Secretary-Treasurer. Maitland Valley Conservation Authority will be collecting water samples for the Ashfield Colborne Lakefront Association and they will pay for this work to be done. The Board supported the proposed change and the following motion was made.

Motion FA #41/16

Moved by: David Turton

Seconded by: Alvin McLellan

THAT the Maitland Valley Conservation Authority expresses its appreciation to the Ashfield Colborne Lakefront Association and Mike and Allison McElhone for their dedication and commitment to developing a better understanding of water quality along the Lake Huron.

(carried)

7. Reports

a) Chair's Report

Chair Art Versteeg announced that he attended the Maitland Conservation Foundation annual meeting and noted that Kate Proctor will continue as Chair for another year. Vince Judge has retired following serving a lengthy term.

b) Director's Reports

Director Roger Watt reported that Francis Hogan had approached the Ashfield Colborne Wawanosh Council on behalf of the Maitland Conservation Foundation requesting support for the Garvey Glenn Watershed project from the ACW Community Benefit Fund. Though Council isn't eager to support initiatives on private property at this time with this fund, they are looking at developing a document that outlines guidelines more clearly for fund proposals and there may be an opportunity to apply for this funding in the future.

Director Alvin McLellan reported that he attended a ditch cleanout with Joe Ryan, Drainage Superintendent for Huron East along with a representative from the Department of Fisheries and Oceans. Alvin felt that this was very educational.

8. Consent Agenda

The following items were circulated to the Board of Directors for their information.

- i) Agreements Signed: **Report #25/16** (attached)
- ii) Maitland Conservation Foundation: **Report #26/16** (attached)
- iii) Revenue/Expenditure Report for March: **Report #27/16** (attached)
- iv) Appointment of Regulation Officers Falls Reserve Conservation Area: **Report #/28/16** (attached)

The following motion was made.

Motion FA #42/16

Moved by: Roger Watt

Seconded by: Matt Duncan

THAT reports #25/16 through #28/16 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

9. Correspondence

- i) Letter from Eleanor McMahon Re: the progress regarding the Conservation Authorities Act review. (attached)
- ii) Letter from North Huron Re: their approval of the MVCA draft budget and levy for 2016.
- iii) Final Conservation Ontario submission on Waukesaha Water Diversion Application.

10. Review of Meeting Objectives/Follow-up Actions/Next meeting: May 18, 2016

Chair Art Versteeg reviewed the meeting objectives outlined in the agenda and reminded the Directors of the May meeting date.

11. Adjournment

The meeting adjourned at 8:11 pm with this motion.

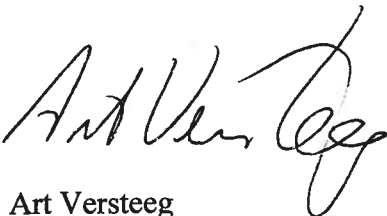
Motion FA #43/16

Moved by: Roger Watt

Seconded by: Alison Lobb

THAT the meeting be adjourned.

(carried)



Art Versteeg
Chair



Danielle Livingston
Recording Secretary

SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #70

MEETING: SOURCE PROTECTION COMMITTEE
DATE: FRIDAY, MARCH 18, 2016
TIME: 9:30 A.M.
LOCATION: GREY SAUBLE CONSERVATION, OWEN SOUND ON
CALL TO ORDER

Chair Mike Traynor called the meeting to order at 9:30 a.m.

In Attendance: Chair, Mike Traynor
Andrew Barton, David Biesenthal, Bruce Davidson, Robert Emerson,
Kathie Hughes, Brent Lanktree, Les Nichols, Bill Twaddle

Others Present: Teresa McLellan, Ex-officio, Ministry of the Environment and Climate
Change (MOECC)
Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
Nancy Guest, Recording Secretary, DWSP

Also in Attendance: John Cottrill, CAO, Grey Sauble Conservation
Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen
Conservation
Emily Vandermeulen, Program Supervisor, DWSP
Alex Milanetti, GIS/Database Specialist, DWSP

Regrets: Carolyn Day, Ken Furlong, Mark Kraemer, Carolyn Parker, Mitch Twolan

Proxy Appointed By: Carolyn Day, Ken Furlong and Carolyn Day

1. Adoption of Agenda

SPC member Les Nichols and Chair Mike Traynor indicated that they have matters to address under New Business.

**Motion No.
SPC-16-254**

**Moved by Les Nichols
Seconded by Robert Emerson**

THAT the Agenda be adopted as amended.

Carried

2. Declaration of Pecuniary or Conflict of Interest

Committee members were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at this time.

3. Adoption of Minutes

**Motion No.
SPC-16-255**

**Moved by Bruce Davidson
Seconded by Andrew Barton**

THAT the Minutes of the January 29, 2016 Source Protection Committee meeting be adopted as distributed.

Carried

4. Correspondence

Letter from Heather Malcolmson, Director, Source Protection Programs Branch, dated February 18, 2016 respecting Source Protection Plan amendments process was **noted and filed**.

Letter from Luke Charbonneau, Chair, Saugeen Conservation, dated February 18, 2016 respecting Source Protection Plan amendments process was **noted and filed**.

Letter from Huron-Kinloss to Hon. Glenn Murray, Minister of the Environment and Climate Change, dated February 23, 2016 respecting the costs of delineating a wellhead protection area was **noted and filed**.

Letter from Heather Malcolmson, Director, Source Protection Programs Branch, dated March 2, 2016 respecting Source Protection Plan amendments process was **noted and filed**.

5. Reports

Administration Report 5a

The Project Manager reviewed Report 5a and advised that staff has been reduced to 2.6 full-time equivalent. Also, the Lead Source Protection Authority is being changed from Saugeen Valley Conservation to Grey Sauble Conservation effective April 1, 2016. The MOECC Program Tour and Audit was discussed including the unique challenges encountered by the numerous Regions in the Province. Program funding is being reviewed with a view to remaining responsible to taxpayers while continuing to maintain engagement.

Communications Report 6b

The Chair acknowledged that this report was available for review prior to the meeting and asked for questions from the floor. There were no questions.

The Committee recessed from 10:00 a.m. to 10:25 a.m.

6. Matters Arising from the Minutes

Amended Source Protection Plan Municipal Resolutions Report 6a

The Project Manager reviewed Report 6a and advised that the consultation period was extended to allow for comments respecting the water quantity issues in the Municipality of Brockton. At the time of this meeting, resolutions had been received from eight of the nine municipalities affected by the amendments to the Source Protection Plan, plus four other municipalities which endorsed the proposed amendments. The Town of Saugeen Shores had deferred providing a resolution however, one has since been received. Other minor changes were made to the Source Protection Plan to make all policies consistent. The target for submission to the MOECC is the end of April, 2016.

Source Protection Plan Amendment Comments Report 6b

The Project Manager reviewed the comments received from the MOECC and Wellington County and advised that there were good discussions at the consultation open houses. Several issues were discussed including the ability to make minor corrections for consistency, continuity, grammar and spelling without formal consultation.

**Motion No.
SPC-16-256**

**Moved by Kathie Hughes
Seconded by Bill Twaddle**

THAT the Source Protection Committee agrees with amending Policy 15-03 to provide consistency with Policy 15-01 under the *Clean Water Act, 2006*, s. 51 subsection 6, as a patent error and directs Drinking Water Source Protection Staff to submit such changes to the Ministry of the Environment and Climate Change.

Carried

Amended Source Protection Plan Consultation Report 6c

The Project Manager reviewed Report 6c and reaffirmed that the target date for submitting the proposed amendments to the Source Protection Plan was the end of April, 2016. Funding was requested and approved for the affected municipalities. There is a deadline for this funding and funds will be made available once applied for by the affected municipalities within that deadline.

**Motion No.
SPC-16-257**

**Moved by Bruce Davidson
Seconded by Brent Lanktree**

THAT: the Source Protection Committee for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region approve the Amended Source Protection Plan for the Saugeen Valley Source Protection Area, the Grey Sauble Source Protection Area and the Northern Bruce Peninsula Source Protection Area pending the implementation of changes, if any, agreed to by the Source Protection Committee during its meeting on March 18, 2016; and further,

THAT Drinking Water Source Protection Staff be directed to forward the Amended Source Protection Plan to the Saugeen Valley Source Protection Authority, the Grey Sauble Source

Protection Authority and the Northern Bruce Peninsula Source Protection Authority, as required.

Carried

7. New Business

New Wells

SPC member Les Nichols introduced a discussion respecting the procedure for future municipal wells and was advised by the MOECC liaison that source water protection has been added to the Environmental Assessment process and applicable policies must be considered. Affected landowners would be notified when the delineation of the well is determined in the Environmental Assessment.

Reappointment of the Chair

Chair Mike Traynor advised that his appointment as Chair expires August 20, 2016 and he has chosen not to request a reappointment. The Chair stated that he is extremely proud of the work accomplished over the last eight years by the diligent and dedicated Source Protection Committee, the talented and untiring staff, the leadership of the Source Protection Authority Management Committee, the sound advice and input from the Working Groups, and the ongoing support, guidance and encouragement from the MOECC. He is confident that the implementation phase will be a success and will achieve the protection of municipal drinking water resources in our Region, and is thankful for the opportunity to have served as the Chair and the privilege of working with everyone.

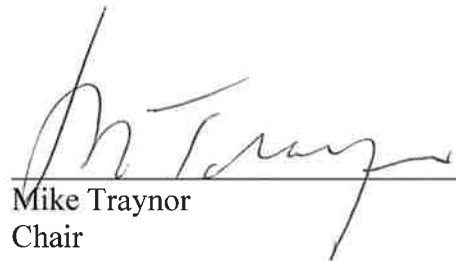
8. Other Business

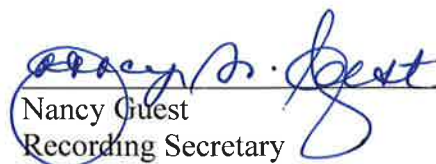
There was no other business.

9. Confirmation of Next Meeting and Adjournment

The next Committee meeting will be held on Friday, May 27, 2016 at 9:30 a.m. at Saugeen Valley Conservation in Formosa, Ontario.

There being no further business, a motion was made to adjourn at 11:40 a.m.


Mike Traynor
Chair


Nancy Guest
Recording Secretary

LaunchIt Minto
Minutes of May 10, 2016
Page 1 of 3

The LaunchIt Minto Board held a meeting on Tuesday May 10, 2016 at LaunchIt Minto. Board Members present for the meeting were Mayor George Bridge, Councillor Mary-Lou Colwell, Chair Glen Hall, Irmgard Kuersten-Kirkorian, John Mock, Bernice Weber, Justin MacIntosh and Manager of Economic Development Belinda Wick-Graham.

Members of staff present; Business Development Coordinator, Somer Gerber
Regrets were received from Hope Reidt

Chair Glen Hall opened the meeting at 4:10 p.m.

Wick-Graham discussed with the Board options for improving and utilizing the retail space in Unit #3. It was decided that the space will be made available to the Renew program as well as offered to the IPM for a second information/souvenir location. Efforts have and will continue to be made to find a long term tenant for this unit. It should be noted that it is because LaunchIt has been successful in growing two businesses in Minto and seeing them expand to new locations in the community that we are currently looking for new tenants. McLaughlin Financial will not be renewing their lease for another term.

The Board reviewed the April financials and 2016 Budget. The 2016 Budget allocates \$5,000 to advertising. The marketing committee will need to meet to determine how these funds will be used. The 2016 budget does not include sponsorship revenue due to the IPM, we feel that local businesses will not be able to support both. Wick-Graham noted that LaunchIt will be transferring \$7,600 from reserve funds.

MOTION

Moved by: Belinda Wick-Graham and Seconded by: Glen Hall

THAT:

The Board approves the April Finances and 2016 Budget

CARRIED

Gerber informed the Board about the success with the “Save Your Energy” Lunch & Learn with Westario Power held at LaunchIt on Tuesday, April 26th. CarStar and Minto Auto attended this event and are happy to report that because of it, CarStar was able to find the source of their problem resulting in a \$300 per month savings! Upcoming LaunchIt events include: The Chamber Plan Lunch & Learn on Wednesday May 18th from 12-1pm and Conestoga College will be condensing the 3-part series on Entrepreneurship into a 3 hour evening event on June 7th 6:30 - 9:30pm. Anyone who is thinking of starting their own business is encouraged to attend. This is a FREE opportunity to learn what it takes to be a successful entrepreneur.

Gerber informed the Board of the new Business Flight Program (BFP) applicant, Greg Troyer of GNT Sports. His application was approved by the LaunchIt Board pending approval from Renew Northern Wellington. Gerber said that she has

had many businesses interested in the program recently and expects to have several applications submitted over the next few months. When meeting with interested businesses it is stressed to them that while this service is free to Chamber members, it is a time commitment on their part. Attendance at seminars, lunch & learn events and regular meetings with their mentors are mandatory while enrolled in the BFP program.

Gerber also noted that LaunchIt is becoming a “go to” for local businesses to get assistance with specific challenges. Gerber was able to connect a local business with Michael Snyders of Future Focus to assist them with developing a succession plan for their business.

Wick-Graham advised the Board that the PitchIt competition received six applications and has five finalists that will be “Pitching” their business on June 6th. Finalists include: Teeny Tiny Tots, Eagle Eyes Photography, Glass on a Wire, Stay Tuned and Old Post Artist Gallery Co-Op.

Wick-Graham and Gerber report to the Board regarding the University of Waterloo Year One Economic Development student’s tour of LaunchIt. Wick-Graham, Hall and Gerber attended at the presentation at the University on Thursday May 5th to hear their first impressions (see attached). The students had many positive things to say about the programming and space. Areas that needed improvement included; retail space unit #3. Students suggested using the windows as an opportunity to advertise our success stories. Kuersten-Kirkorian will have Innovative Print quote on window posters. Social media was a key topic, LaunchIt needs to build their presence and make some website improvements. The Board reviewed and discussed the presentation and is working on implementing several of the no to low cost suggestions.

Gerber advised the Board that she was a guest at 88.7 The River – Wellington North Today and discussed LaunchIt. It will be aired for the month of May. The River has been very active in promoting LaunchIt coming events at no cost.

The Board discussed several ways to promote LaunchIt rental space and services. Some ideas put forward include: Secondary and Post-Secondary outreach, Gerber will try to connect with these institutions to see if we can build a presence or be involved. Weber asked for information on high school presentations and will follow up with the high school in Listowel to connect Gerber and Harold DeVries from GWBEC with the business faculty. The IPM is hosting a Career & Ag day; LaunchIt will explore this opportunity and try to get involved.

LaunchIt will welcome a new occasional tenant starting Friday, May 20th. Christine Newman, Registered Massage Therapist will be offering appointments every other Friday from 10-2 at LaunchIt.

LaunchIt Minto
Minutes of May 10, 2016
Page 3 of 3

**Moved by: Councilor Mary Lou Colwell and Seconded by: Irmgard Kuersten-Kirkorian
THAT**

LaunchIt Board Meeting adjourns.

CARRIED

The meeting adjourned at 5:30 p.m.

The next LaunchIt Minto meeting is Tuesday, June 14, 2016 4:00 p.m. at LaunchIt Minto.

Somer Gerber
Business Development Coordinator

Minutes of May 12, 2016
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Present: Mayor George Bridge, CAO/Clerk Bill White, Kirk Brownell, Councillor Jean Anderson, Councillor Mary Lou Colwell, Economic Development Manager Belinda Wick-Graham, Treasurer Gordon Duff, Harold DeVries, Gerry Horst, and Hope Reidt.

Regrets were received from Councillor Ron Elliott, Chair John Mock, Jonathan Zettler, Kelly Schafer and Alison Armstrong.

Wick-Graham opened the meeting at 3:10 p.m.

The Committee reviewed the previous meeting minutes.

MOTION:

Moved by: Hope Reidt and Seconded by: Harold DeVries

That the Economic Development and Planning Committee approve the minutes of the April 14, 2016 meeting.

CARRIED

Downtown Revitalization Update

The Committee reviewed the Harriston Downtown Revitalization minutes from May 2, 2016 where the Committee reviewed concept drawings for the public space at the Old Post.

The Committee also reviewed the Palmerston Downtown Revitalization minutes from April 18, 2016 where the committee discussed lighting the Palmerston Pedestrian Bridge using a lighting system similar to the award winning Welland Bridge 13 project. The Committee also discussed a summer sidewalk sale on June 11th in conjunction with the Splash Bash. Finally, after speaking to previous IPM host communities it was decided not to plan a shuttle bus from the IPM to the downtown.

Wick-Graham reported that a new business will be opening in the Renew Program in Mount Forest - Tina's Sugar Shoppe. An application has also been received for a new business in Palmerston. A property owner in Harriston is now considering joining the Renew Program.

Wick-Graham reported that 315 resident surveys were completed. The Committee reviewed the raw data from the surveys. A summary report and presentation will be drafted and presented at a future meeting.

TG Minto Employee Survey

99 employees completed the employee survey, approximately 12% of employees. The Committee reviewed the raw data. A summary report will be drafted and presented at a later date. This information will assist us in providing information to developers as well as for our own programming.

Minutes of May 12, 2016
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Spring Rural Romp

Wick-Graham noted that the Spring Rural Romp would once again be taking place throughout the northern portion of Wellington County on May 28th. Twelve farms will be taking place in this year's Romp. Highlights include "Felfie" take a farm selfie to win and "Must Taste" items. Local restaurants and food suppliers will have special treats at the participating romp locations.

Business Retention & Expansion (BR+E)

The Committee reviewed the raw data from the BR+E surveys. Wick-Graham asked the Committee to take the data home and review it with an eye towards: Strengths (positives about the community), Weaknesses (negatives about the community), what opportunities are there for us to make changes and what are areas we need to focus on and promote. The next meeting will focus on developing the BR+E Actions Plans.

Alumni Attraction – Come Home to Minto

Wick-Graham stated that this year she is working with YFactor on the Resident Prospectus piece which is similar to a community profile but with a focus on resident attraction geared towards alumni. She is also working with OSIM to produce four videos featuring local employers and some of the employment opportunities available within their companies that people might not be aware of. Local employees will be featured in the videos. North Wellington Co-Op, Wightman Telecom and TG Minto will be the employers featured this year. The Old Post will also be participating to allow the opportunity to showcase this significant rehabilitation project and the opportunity that exists there for creative people.

Chamber of Commerce Update

Councillor Mary Lou Colwell reported that the Chamber Summer BBQ will be held August 4 once again at John Cox's farm. The Chamber has begun implementing the Strategic Plan and as a result will have a fun page "newsletter" in each edition of the Rural Route to highlight their initiatives. This page will also offer businesses the opportunity to advertise for an affordable price and also off-set the cost to the Chamber.

LaunchIt Update

Wick-Graham reported that the University of Waterloo Economic Development Program Year 1 participants visited LaunchIt May 5th. The group then presented later that night on their first impressions of the space and marketing materials as well as recommendations for improvements. Overall the group was impressed with the program but put forth some quick and affordable recommendations that the Board is interested in implementing quickly.

McLaughlin Financial will not be renewing their lease and staff continues to look for tenants to fill the spaces. IPM has been approached to have a satellite or downtown information/souvenir space and the Board accepted the idea to utilize the Renew Program to assist in filling spaces.

Minutes of May 12, 2016
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

There is a lot of interest in the Business Flight Program and staff continues to assist businesses with inquiries.

IPM Update

Gordon Duff reported that the RV Park is half sold. Ross Wilkie is doing a great job of sponsorships and is currently looking for corporate sponsors. John Burgess and Wendy Lockwood are acting as the Chairs of Volunteers and are looking for community leaders in Centre and Southern Wellington to assist recruiting people in those communities. Plow Day is being held May 13th in Elora at the County Museum & Archives.

Other Business

Hope Reidt reported that Wightman is a proud sponsor of the IPM and that fibre construction is continuing in Fergus.

Harold DeVries reported that Summer Company received eight applications from rural students and that Starter Company will be having another in-take in September.

Mayor Bridge reported that the Farmers' Markets will be working with County Social Services to provide those on social assistance "market bucks" that can be redeemed at the Farmers' Markets.

MOTION:

Moved by: Hope Reidt and Seconded by: Kirk Brownell

That the meeting be adjourned.

CARRIED

Adjournment at 4:18 pm

Next Meeting: June 9, 2016 at 3:00 pm at Town of Minto Council Chambers

Belinda Wick-Graham
Manager of Economic Development



Building Permit Monthly Review

Period Ending - May 31, 2016

	2016		2015	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	3	\$ 785,000.00	1	\$ 240,000.00
Multiple Family Dwelling	1	\$ 250,000.00	4	\$ 1,600,000.00
Accessory Appartments	1	\$ 40,000.00	0	\$ -
Residential Additions/Renovations	2	\$ 105,000.00	11	\$ 278,000.00
Residential Accessory Structures	5	\$ 79,000.00	5	\$ 102,000.00
Residential Pool Enclosures/Decks	6	\$ 41,000.00	2	\$ 27,000.00
Commercial Permits	0	\$ -	1	\$ 10,000.00
Industrial	0	\$ -	0	\$ -
Institutional	2	\$ 105,000.00	1	\$ 3,000,000.00
Agricultural	3	\$ 130,000.00	0	\$ -
Sewage Systems	3	\$ 30,000.00	0	\$ -
Demolitions	0	\$ -	1	\$ 2,000.00
Monthly Total	26	\$ 1,565,000.00	26	\$ 5,259,000.00
Total Year to Date	69	\$ 5,910,000.00	71	\$ 12,207,000.00

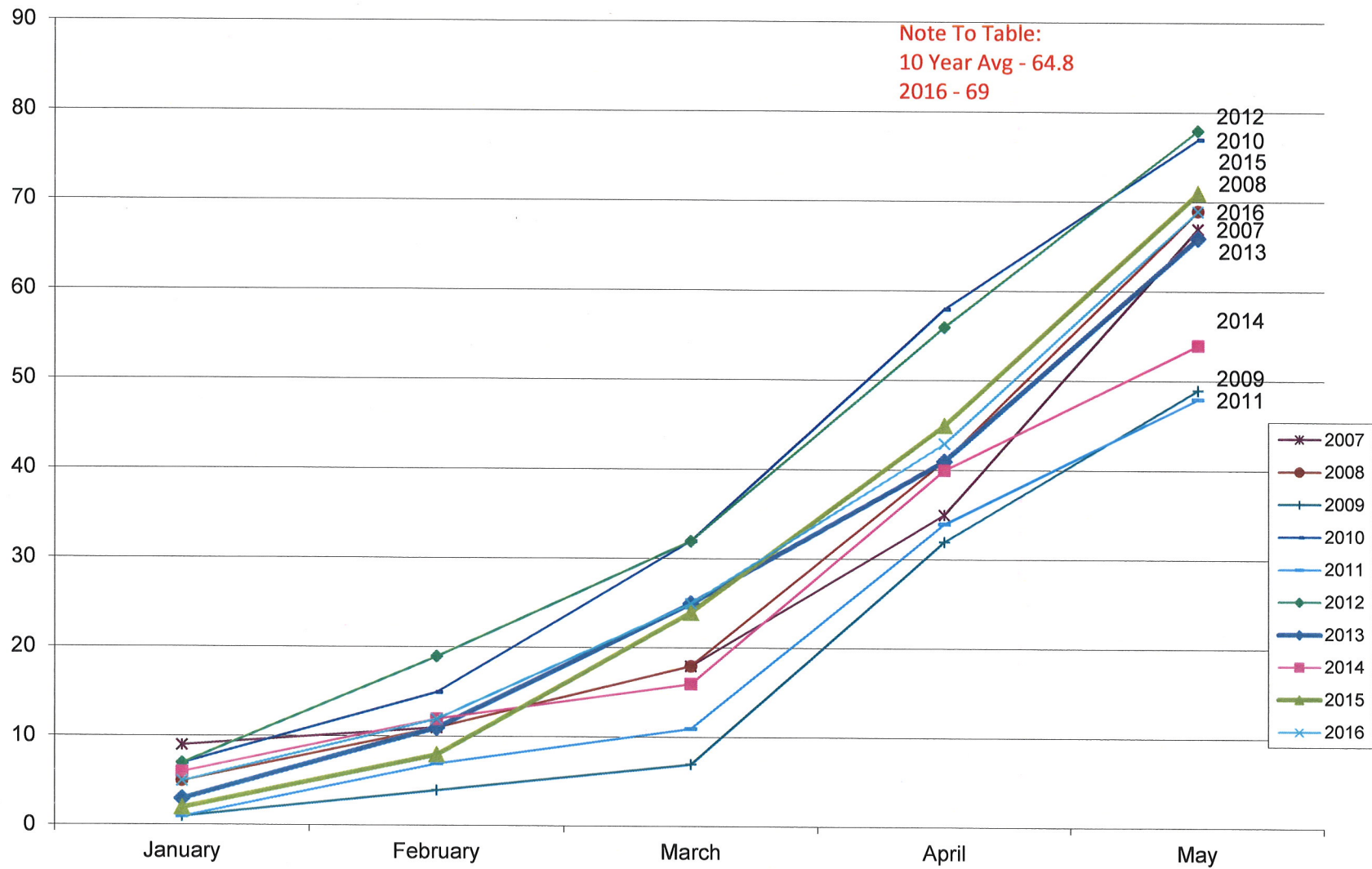


Building Permit Year-To-Date Report

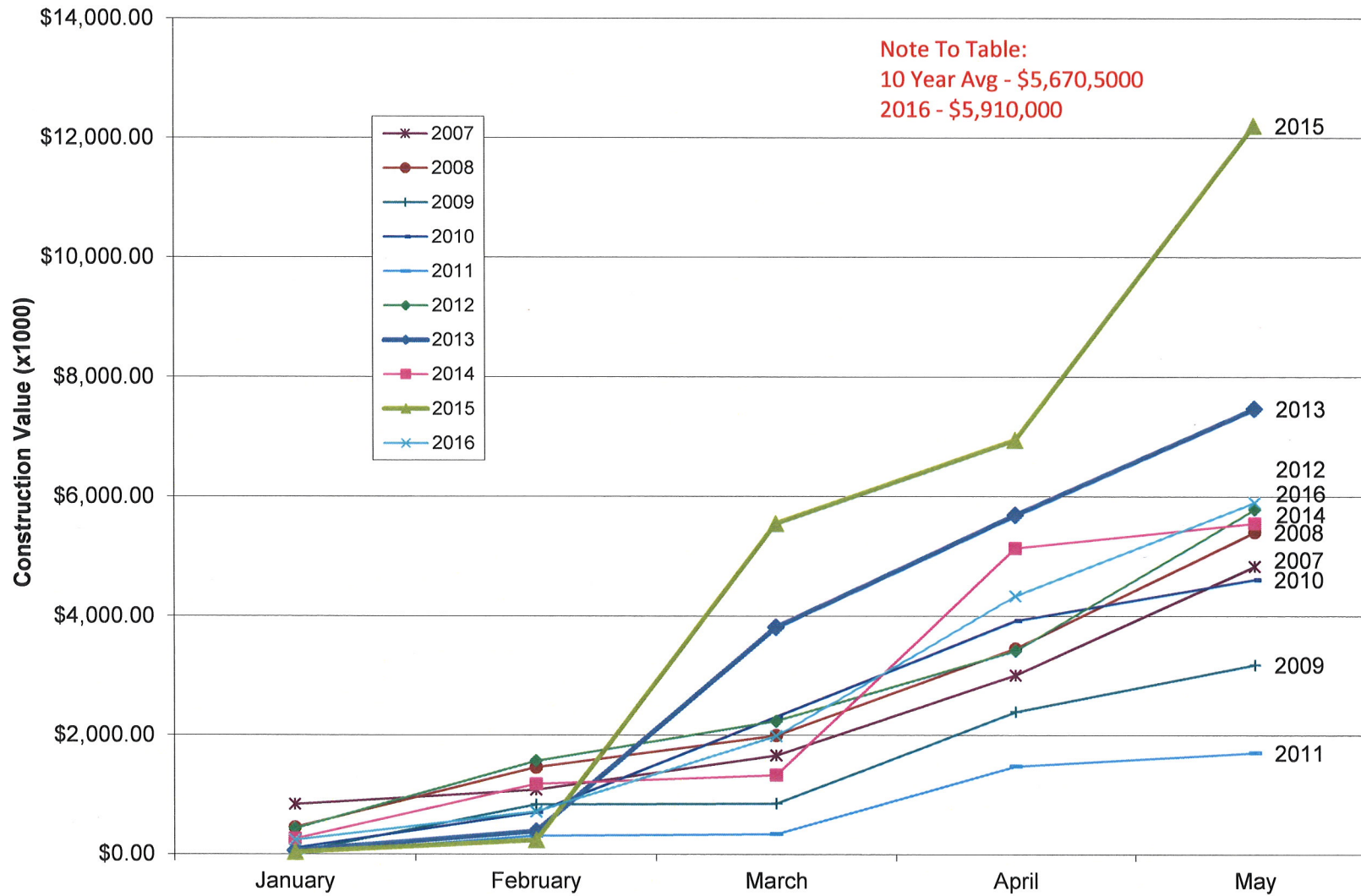
Year-To-Date Ending May 31, 2015

	2016		2015	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	8	\$ 2,164,000.00	6	\$ 1,905,000.00
Multiple Family Dwelling	2	\$ 650,000.00	4	\$ 1,600,000.00
Accessory Apartments	1	\$ 40,000.00	0	\$ -
Residential Additions/Renovations	12	\$ 916,000.00	24	\$ 677,000.00
Residential Accessory Structures	10	\$ 139,000.00	7	\$ 155,000.00
Residential Pool Enclosures/Decks	10	\$ 64,000.00	2	\$ 27,000.00
Commercial Permits	1	\$ 200,000.00	4	\$ 35,000.00
Industrial	3	\$ 250,000.00	1	\$ 150,000.00
Institutional	3	\$ 175,000.00	5	\$ 6,062,000.00
Agricultural	10	\$ 1,244,000.00	11	\$ 1,548,000.00
Sewage Systems	7	\$ 65,000.00	4	\$ 36,000.00
Demolitions	2	\$ 3,000.00	3	\$ 12,000.00
Total	69	\$ 5,910,000.00	71	\$ 12,207,000.00

10 Year Permit Numbers



10 Year Construction Value





TOWN OF MINTO

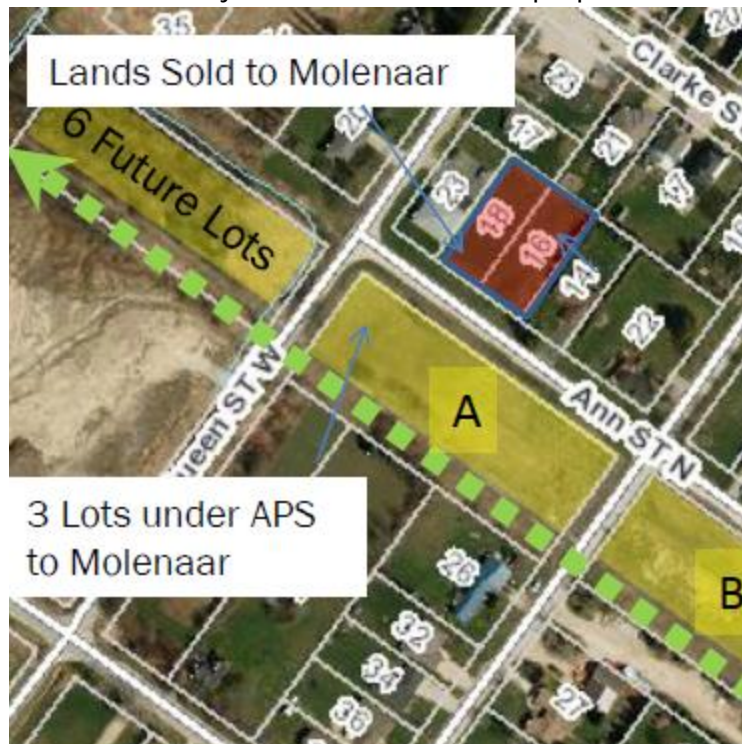
DATE: June 2 2016
TO: Mayor and Council
FROM: Stacey Pennington, Building Inspector
SUBJECT: Site Plan Approval Molenaar,
16 Ann Street N Clifford

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

Last year Rick Molenaar purchased lands known as 18 Ann Street in Clifford from the Town, and built a fourplex on-site based on a site agreement dated May 27, 2015. Earlier this year he closed on adjacent Lot 16 and now proposes to construct a similar project next door.



Site plan approval is required to proceed with construction of the second fourplex on the property. The applicant has submitted all documents required for the issuance of a building permit for the subject property. The building permit will be issued pending the signing of a second site plan agreement. That agreement will contain terms similar to what applied on the Lot 16. The completion date has been kept as June 1, 2017.

COMMENTS

Town staff met to review the application, and the following comments were received.

Building

The storm drain noted on the south side of the property must be constructed as a French drain to ensure proper grading and drainage. This 4" drain shall be connected to the municipal storm with an 8" connection. The sidewalk must be extended at the front of the building to allow access to the parking area. These requirements have been written into the site plan agreement.

The building location, parking and setbacks comply with the R3-4 zoning in place on the lands for some time.

Public Works

The site was recently serviced with water and sanitary sewer services adequate for a fourplex. A storm sewer is available at the front of the lot. An entrance permit is required. There is a need for affordable rental housing in Minto. Staff met with the developer regarding his interest in building one family homes on lots on the other side of Ann Street. A revised agreement of purchase and sale agreement is being negotiated for three lots.

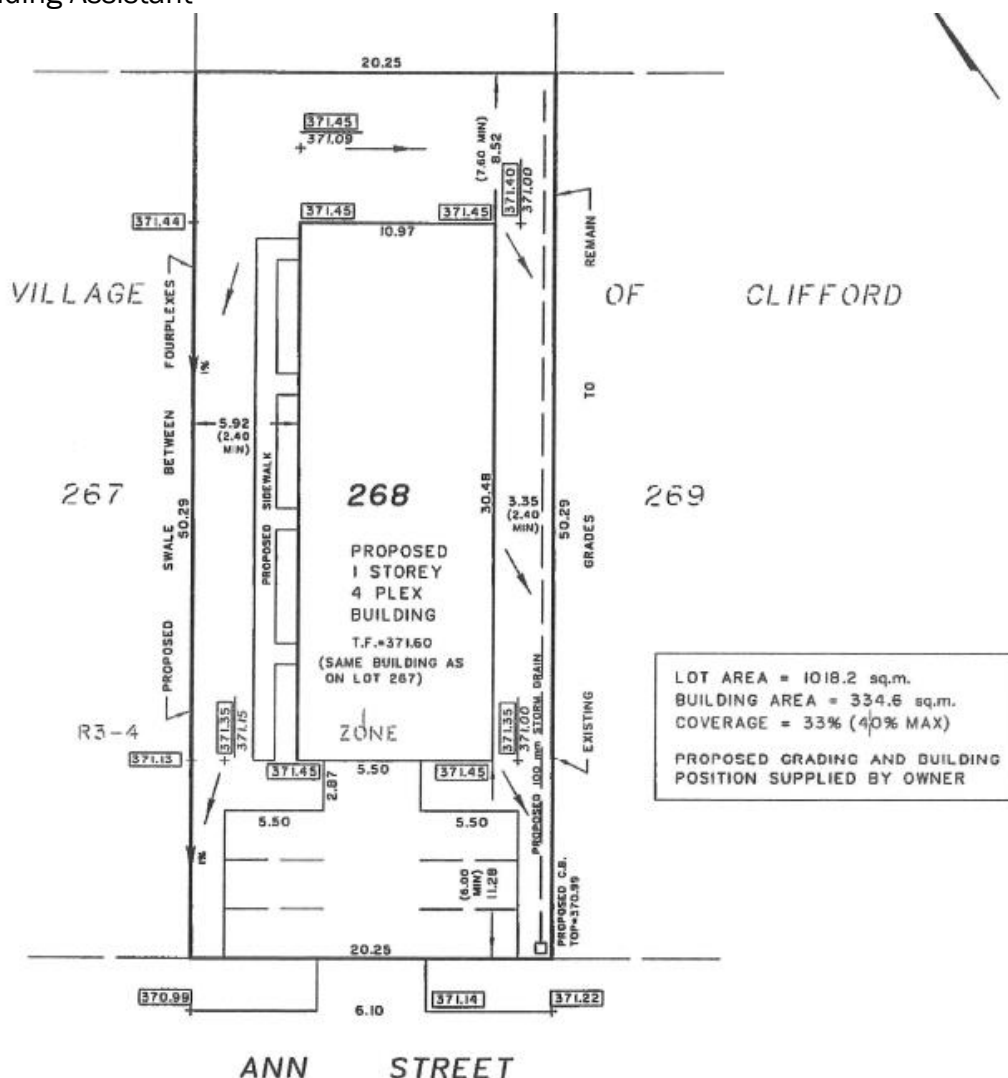
FINANCIAL CONSIDERATIONS

The applicant has paid all fees in relation to the Site Plan Approval Application.

RECOMMENDATION:

THAT Council receive the report from the Building Inspector dated June, 2 2016 regarding Site Plan approval for Rick Molenaar, 16 Ann St N Clifford and that Council considers passing a by-law in open session authorizing the Mayor and CAO Clerk to sign the site plan agreement.

Stacey Pennington
Building Assistant



**TOWN OF MINTO**

DATE: June 1, 2016
REPORT TO: Mayor and Council
FROM: Chris Harrow
SUBJECT: Minto Fire Yearly Report

STRATEGIC PLAN:

Protect the health and safety of the community and citizens, business and the environment, by supporting a quality Volunteer Fire Department, emergency preparedness, and access to health care, prevention and wellness opportunities.

BACKGROUND:

Every year the Office of the Fire Marshal and Emergency Management require us to send in a report detailing our year in fire prevention and emergency response. We also have to validate that we are remaining compliant with their regulations. Once they receive all of the proper paperwork, they determine whether we are complaint and send us our certification. Every year we have been successful in remaining compliant and have received our certification.

COMMENTS:

This year a change to the certification process has occurred. We are now required to ensure Council is informed of the services we provide as a fire department and more importantly, services we do not offer. Council by way of resolution can support the fire department and this is passed on in the report to receive compliance from the OFMEM.

At the same time, Minto Fire was due to bring an annual report to Council. It was decided that both could be accomplished in one report, which is provided to Council in the form of a PowerPoint presentation. The presentation consists of statistics from 2015 including number of responses, dollars lost due to fire, total firefighting hours, training and public education highlights as well as the information noted above for the annual compliance report.

It has been a very busy year for Minto Fire which carried over into 2016. We are looking forward to a busy year, including implementing our PTSD strategy. We can all be proud of the effort the firefighters in Minto continually put in for the community. On behalf of all personnel of Minto Fire, we would like to thank the Council for their continuous support. Your support is the key to all of our successes.

FINANCIAL CONSIDERATIONS:

None

RECOMMENDATION:

That the Council of the Town of Minto receive the Annual Report from Minto Fire and acknowledge and support receipt of the services provided and not provided by Minto Fire.

Chris Harrow, Fire Chief

MINTO FIRE 2015 REPORT



ORGANIZATIONAL STRUCTURE

- Fire Chief with 2 Deputy Chiefs form Senior Management team (with support from other full time employees)
- Full time Fire Prevention Officer/By-law Enforcement Officer shared with Building Dept.
- Administration Coordinator who completes all of the marketing and event projects

SERVICES OFFERED

- Fire suppression, rescue, alarm activations, Motor vehicle collisions with full rescue capabilities
- Tiered Medical Responses
- Confined Space Rescue
- Water Rescue

SERVICES NOT OFFERED

- Trench Rescue (Guelph)
- Ice Rescue (In progress)
- Swift Water Rescue (In Progress)
- Building Collapse (Provincial HUSAR)
- High Angle Rescue (C. Wellington/Hanover)
- HazMat Response (Awareness and Partial Operations Level)

TOTAL RESPONSES

Minto Fire Total Responses

276 Call Outs

Average Chute Time – 4 min 18 secs (Time from pager activation to truck out the door)

Total Dollar loss in 13 Incidents - \$764,500

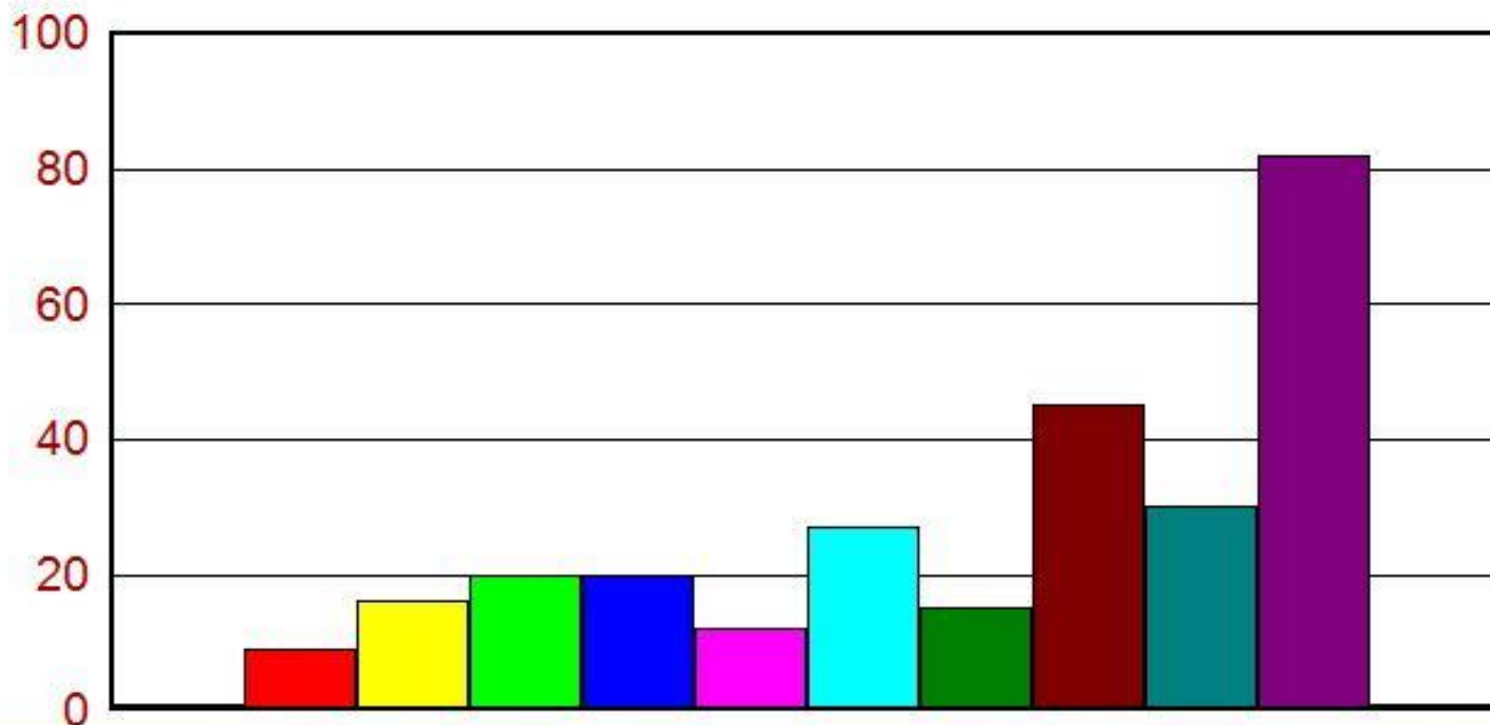
Total Dollars Saved in 6 Incidents - \$339,500

OVER 2811 FIRE FIGHTER HOURS LOGGED



BREAK DOWN OF INCIDENTS

Totals by Type
From Jan 1 15 to Dec 31 15



Alarm System Accidental	Alarm System Malfunction
Assistance to Other Agencies	Mutual Aid
CO False Alarm	Fire
Outdoor Fires	Other Medical
Vehicle Collision	Other

BUSIEST TIMES OF THE DAY

0800 - 1700
Daytime

123 CALL OUTS

1700 - 0000
Evening

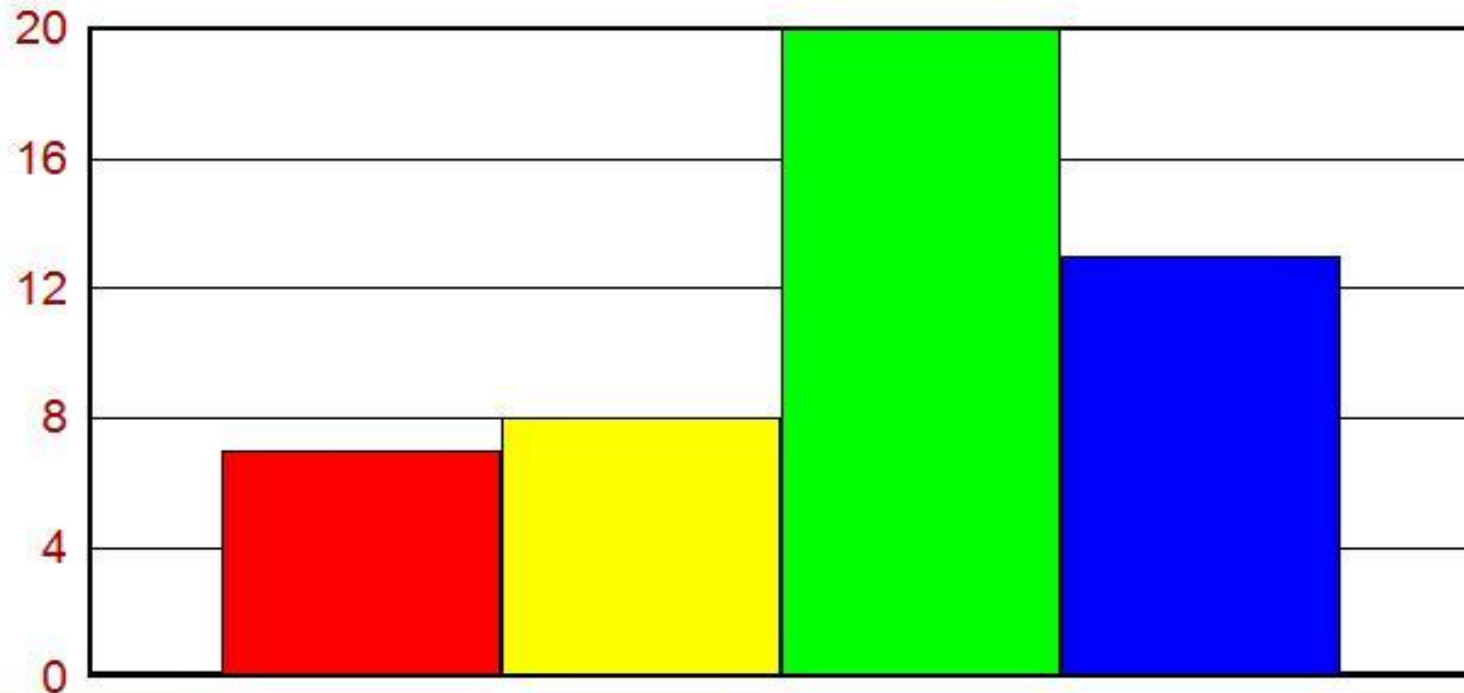
90 CALL OUTS

0000 - 0800
Overnight

63 CALL OUTS

NORTH PERTH RESPONSES

Totals by Year
From Jan 1 12 to Dec 31 15



2012



2013



2014

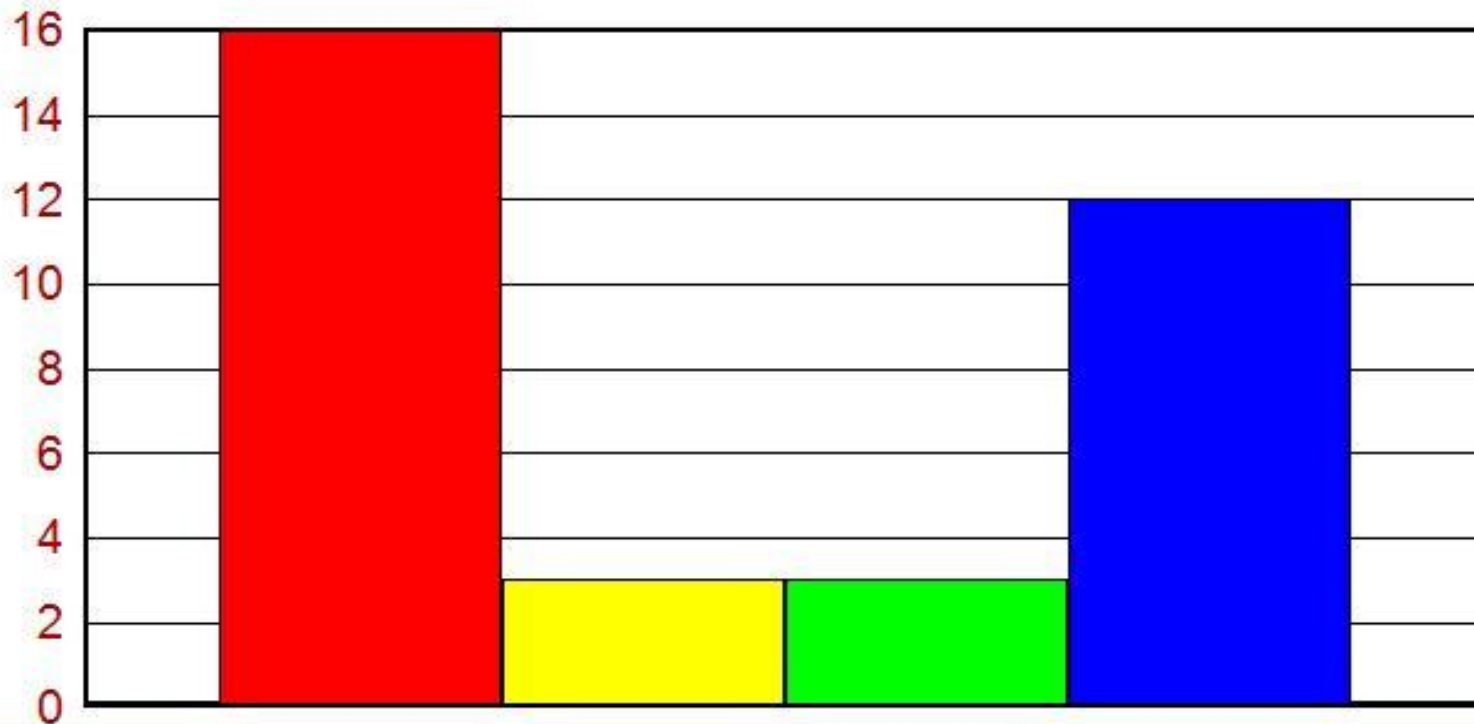
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2015

HOWICK RESPONSES

Totals by Year
From Jan 1 12 to Dec 31 15



2012



2013



2014

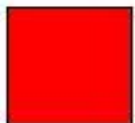
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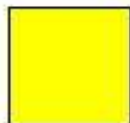
2015

3 YEAR Call COMPARISON

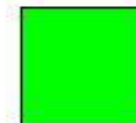
3 Year Comparison
From Jan 1 13 to Dec 31 15



2013



2014



2015



MINTO TRAINING

Over 140 hours of training offered last year (almost 12 hours per month)

Continuing to adapt to the new NFPA Standards for Fire training

These hours do not included meetings/truck checks/duty point hours put in by Fire Fighters

CONFINED SPACE TEAM

- New Confined Space team is in service
- Spent over 60 hours training to be certified to the confined space technician level
- All equipment has been purchased and placed in the Technical Rescue trailer

WATER RESCUE TEAM

- Recently were certified after successful completion of training May 15th
- Purchase of the equipment is currently taking place to put the team in service
- Huge Thank you to Pike Lake Campground for the use of their facilities during the training





PUBLIC EDUCATION

Our Public Education program continues to grow in both people reached and programs initiated

We presented at the Ontario Fire College as well as were featured in Firefighting in Canada magazine as the cover story for our social media/pub ed programs

firefightingincanada.com

February
2016

FIREfighting IN CANADA



SELLING SAFETY

Using marketing methods
to drive public education

SELLING SAFETY

An Ontario fire department uses popular images, buzzwords and hashtags to drive public education

By TANYA BETTRIDGE

A shift is happening in the required skill sets of fire-service personnel: firefighters need to be more high-tech than ever, and non-suppression personnel are moving up the ranks. The fire-breathing dragon of the past is long gone, replaced by new challenges such as lightweight construction and alternative energy sources.

But there is also a new dragon slayer in town, one with a keyboard mightier than any sword, one who has the ability to do what fire services have struggled to do for decades: get people's attention.

From social media messages to buzzwords, hip hashtags and snazzy slogans, the new firefighter is essentially a marketing guru with an eye for opportunity and an ear for the community.

The Minto Fire Department in Ontario employs a new dragon slayer – administrative co-ordinator Callise Foerter. Using her marketing background, Foerter is steering the department's public-education campaigns and social media accounts to draw in the community.

Foerter regularly uses pop-culture references, seasonal graphics and trending hashtags to command attention from the public. An October tweet, depicting a delicious #pumpkin spice latte, gently reminds people to get their chimneys cleaned. Similar to the way private marketing campaigns for fashion brands or beer companies use humour or visuals of people having fun – often unrelated to the actual brand – Foerter uses popular imagery or incentives such as a prize to draw in her audience before linking to a fire-safety message.

Foerter and Minto Fire Chief Chris Harrow discuss the incorporation of marketing into the fire department, particularly through social media and connecting with the community.

Q How or why do fire services miss the mark when it comes to communicating to the public, be it during incidents, via social media and/or with their public-education campaigns?

Harrow Consistency. Being on social media and communicating with the public is not a nine-to-five job. It requires us to be on at all hours of the day and even on weekends. We had a tornado strike our community [last] year on the August long weekend. The communications we sent out were the key to a successful community response and awareness of the entire incident.

Foerter From my perspective, the fire service, overall, misses the mark on public education because we don't cater to the needs or wants of our communities. We think that fire-safety messages are strong enough messages to stand alone, when I believe in actuality the safety message is a secondary message.

We need to go back to basics, and look at fundamental rules of communicating with people. Dale Carnegie's book *How to Win Friends and Influence People* outlines communication rules such as listen to people, make a connection with people, know the kind of person/personality you're talking to, talk to people about themselves and their interests. We as the fire service need to take



PHOTO COURTESY: MINTO FIRE DEPARTMENT

LEFT: The Minto Fire Department's Twitter feed gets creative with popular images such as a pumpkin spice latte to grab people's attention.

ABOVE: Minto Fire's administrative co-ordinator Callise Foerter taps into her marketing background to generate interest in the department's public-education campaigns and social media accounts.





MINTO FIRE EVENTS

- Emergency 91RUN
- Touch-a-Truck
- Movember Campaign
- Safe Kids Day



Emergency 91run



Touch a Truck



Touch a Truck



Safe Kids Day



**FIREFIGHTER
CHRIS BELL**



**FIREFIGHTER
PHILIP DESJARDINE**



**EQUIPMENT OFFICER
ADAM SINCLAIR**



**CAPTAIN
TERRY CORMACK**



**FIREFIGHTER
DAVID BRAMHILL**



**FIREFIGHTER
WILL VAN DER MEER**



**CAPTAIN
PETE HENDERSON**



ASSOCIATION EVENTS

- Slow Pitch Tournament
- Curling Bonspiel
- Santa Claus Parades
- Firefighter Breakfasts
- Spaghetti Suppers
- Garage Sale
- Helped Other Organizations with Events (Fall Fair Parades, Hospital Gala, Ag Stag, Splash Bash, Spring Fling, & many others)

MASTER FIRE PLAN

Most of the initiatives on the plan have been completed

Need to complete an update on the entire plan

Due to the workload for this year, plan update has been rescheduled for 2017

2016 INITIATIVES

- Delivery of 2 new trucks
- Awards night gala
- Water rescue team implementation
- An unnamed event in September
- Formation of Minto Fire Cares Foundation



TOWN OF MINTO

DATE: May 20, 2016

REPORT TO: Mayor and Council

FROM: Annilene McRobb, Deputy Clerk

SUBJECT: 2016 International Plowing Match and Rural Expo

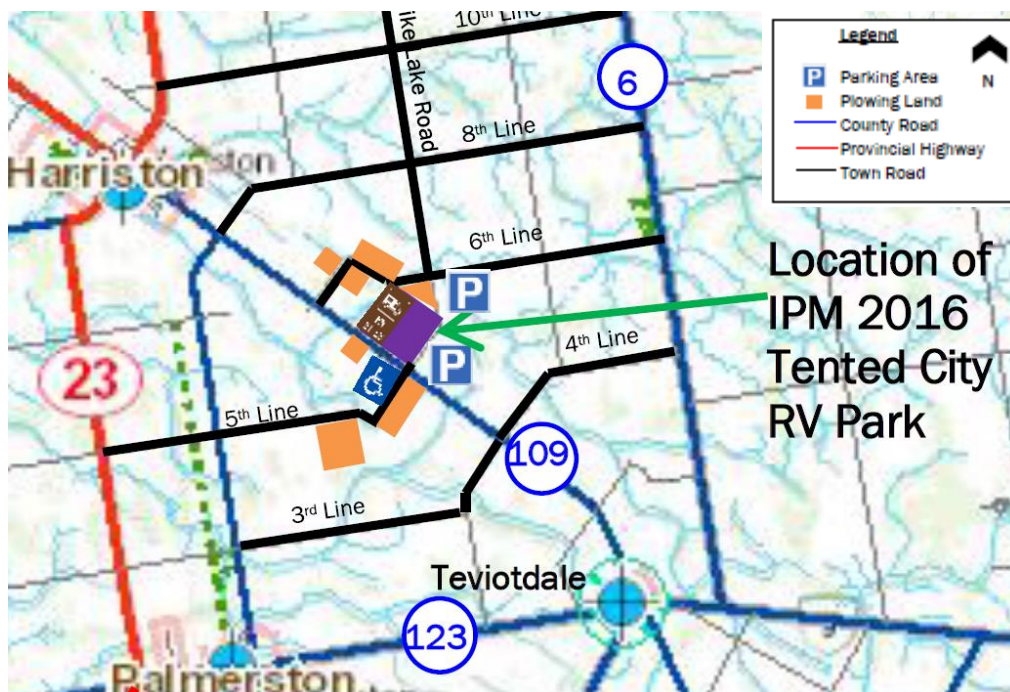
STRATEGIC PLAN:

8.2 Promote businesses or groups offering agri-tourism products geared toward educating children and families about agriculture such as farm Bed and Breakfasts, pick-your-own produce, country family courses (ie. making preserves, holiday ornaments), and other appealing tourist offerings.

8.4 Facilitate private business or non-profit groups bringing small, medium and large sized events to Town facilities and spaces that attract visitors, develop local talent and culture, fundraise for local groups and enhance local business.

BACKGROUND

IPM 2016 is the Ontario Plowman's Association signature event with over 100 years of history in the Province. About four years ago the Wellington County Plowman's Association submitted a successful bid to host the match, and the Schneider farms at the corner of Gillespie Lane and County Road 109 were selected as the site.



The Ontario Plowman's Association then appointed Ron Faulkner as Chair of IPM 2016, which is a non-profit organization set up exclusively to run the event. Chair Faulkner, Vice Chair Walter Traschel and six volunteer executive members are responsible for IPM 2016. Proceeds from the event will be distributed to local charity.

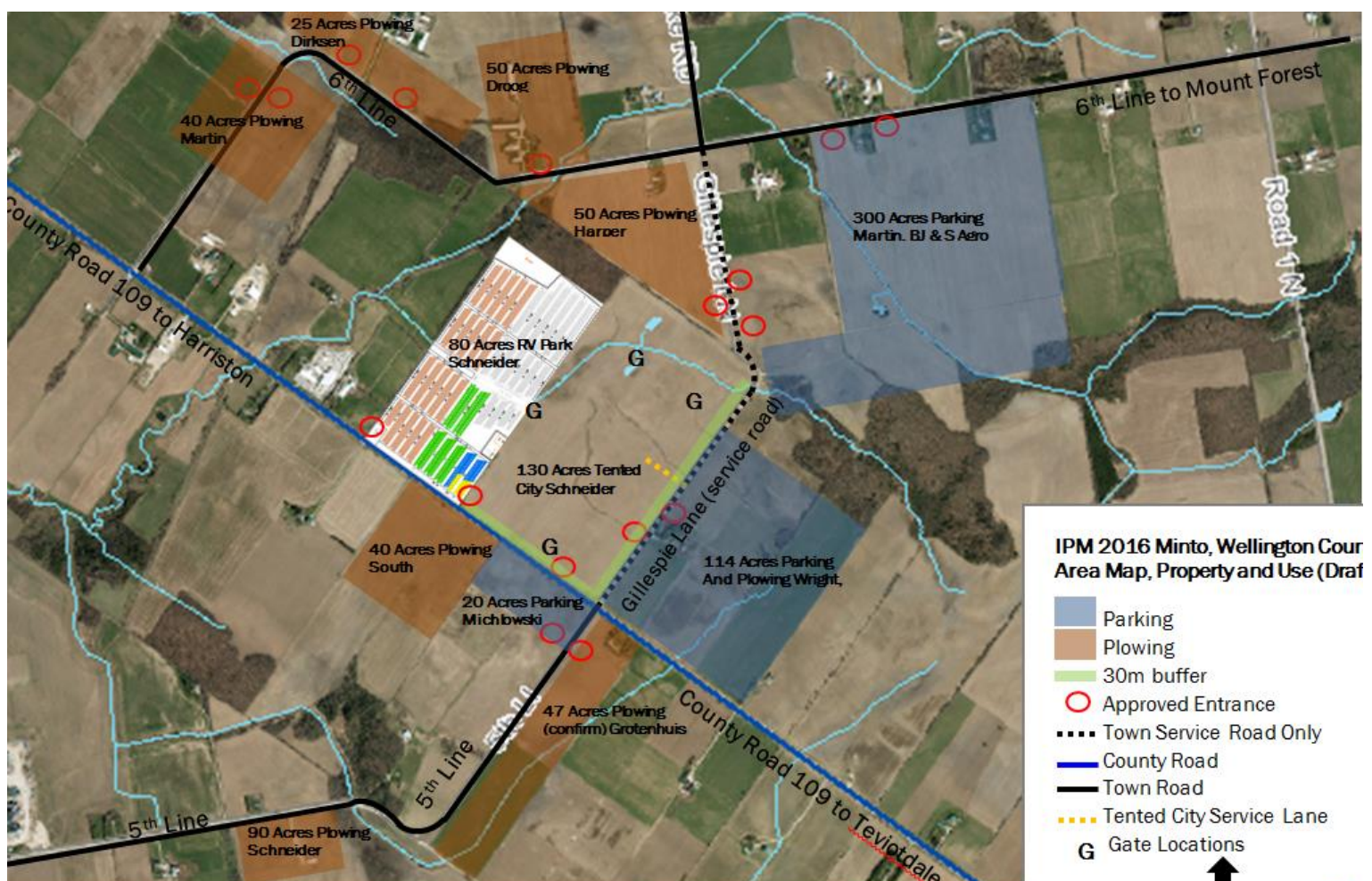
There are over to ten Town employees or Council members with executive, chair or similar key positions with IPM 2016. Adding in volunteers, spouses and former employees the

number of people from the Town of Minto family volunteering is into the dozens. Many chairs and Minto residents and businesses also volunteer with IPM in key positions; as well more and more volunteers are being recruited from communities outside Minto.

IPM 2016 is expected to attract over 80,000 visitors during the five days from September 20 to 24. The site of the Plowing Match and Rural Expo includes the following:

- 100 acre Tented City (education venue, antique farm equipment, venders, entertainment, displays, RCMP Musical Ride, Jousting)
- 1200 RV Park sites beside Tented City
- 350 acres of plowing competition
- 400 plus acres of parking
- Potable water, hydro, solid waste and sanitation services

A by-law to “close” Gillespie Lane to all but IPM service traffic will be presented for approval at a later date.



Leading up to IPM events include a Community Wide Beautification Program, Quilt competition and Church service. During IPM there is music on stages in Tented City and RV Park, an auction competition, lounge, rodeo, outdoor displays, parades, lifestyle, food and the Wellington County Showcase Tent. The Showcase Tent includes local municipal and partner displays, a “zip line”, entertainment stage and exciting attractions and activities.

IPM Lounge Committee Chair Doug King requires a letter from the Town declaring IPM 2016 as an event of “municipal significance”. The letter is required in order for a Special Occasions’ Permit to be obtained to serve alcohol in the lounge area at the match site. A declaration letter accompanies this report.

The IPM Chair and Vice Chair have appeared at almost all the local municipalities in Wellington. They speak about how IPM 2016 is progressing and options for municipal participation in the event. Huge roles have been taken on locally to secure sponsorship, headed by Ross Wilkie, and to market IPM through Callise Foerter and Committee. IPM 2016 will rely on revenue from souvenir sales, sponsorship, ticket sales, sale of RV Park campsites and exhibitor locations in Tented City, and “in-kind” work. Council’s first exposure to sponsorship was the “bench” challenge issued by Ross at a previous meeting.

IPM’s involve a considerable amount of support from the local municipality that hosts the site. Aside from the volunteers as mentioned, the following are some other “in-kind” services already being provided:

- Meeting rooms no charge Town office, Palmerston Community Centre, Harriston Fire Hall, Launchlt, Harriston Minto Community Complex, Clifford Community Hall etc.
- Photocopies, office supplies and computer usage
- Staff time (advisors at meetings) and labour (sign installation and landscape set up).

As a result of the support to date the Town is a bronze sponsor for the event with positioning in all the major marketing material for IPM 2016.

The Town widened Gillespie Lane in 2015 at a cost of about \$40,000. Half the 6th Line was re-paved in 2015 at a cost of \$280,000; the rest of the roadway will be re-paved at a similar cost this summer before the match. While this work was needed regardless of IPM, it was timed to ensure it was completed to correspond with the event. Council budgeted \$30,000 for extra IPM initiatives this year. This funding will be used for the Town display in the County Showcase, and also may in part be used for improvements at the Palmerston Museum although not confirmed. Town staff is in the process of setting up an IPM display for the Town office lands.

COMMENTS:

It is very important to appreciate the difference between IPM 2016 and the Town of Minto. IPM 2016 is an independent non-profit organization operating this year’s plowing match and rural expo under the Ontario Plowman Association’s umbrella. Staff and Council with positions with IPM 2016 volunteer their time.

While IPM work can sometimes “migrate” into daily work, staff as a priority must ensure they complete all Town employment responsibilities first according to their Supervisor’s expectations. There is no overtime or expenses paid or claimed for attending IPM meetings. It’s a challenge our Management Team and staff have done very well to meet.

Given the Town is not IPM 2016 (and vice versa), Council’s direction is needed to extend Town resources in direct support and “in-kind” to the plowing match and rural expo in the following areas:

- 1) Crews and equipment as available from Public Works and Facilities to assist with site preparation (parking, fencing, water lines, waste pick up, set up, landscaping etc.)

- 2) Payment of volunteer firefighter hourly rate and equipment from September 20 to 24 from 7:00am to 7:00pm, with time beyond that paid by IPM 2016, as well as covering the cost for trucks to be stationed on site and utilized when necessary
- 4) Help with traffic control, road closures and entrances to Gillespie Lane and the 6th Line
- 5) Building Permit and Fire Inspection fees for all tents and structures related to IPM 2016 considered paid.
- 6) Cross promotion and marketing as recommended and supported by the Economic Development Manager.
- 7) Expertise and advice where requested and required.

It should be noted that Wellington County is also a huge supporter of IPM 2016 providing “seed money” so that planning could begin. They have offered assistance with waste management services (garbage and recycling pick up, sorting, transporting and tipping), traffic control (turn lanes, temporary traffic lights), equipment (as available from existing locations – salt sheds etc.), and marketing and promotion. The County Showcase is expected to be one of the best ever.

The Special Occasions Permit for the IPM lounge will be in the name of the Ontario Plowman’s Association. The AGCO may issue a permit if the event is of provincial, national or international significance. The International Plowing Match brings an average number of between 75,000 to 100,000 visitors per year to the host area and certainly qualifies.

FINANCIAL CONSIDERATIONS:

The Ontario Plowman Association studies have shown as high as \$20 million in local economic impact through tourism and event operations.

RECOMMENDATION:

THAT Council receives the staff report dated May 20, 2016 2016 International Plowing Match and Rural Expo and supports the declaring the International Plowing Match and Rural Expo as a provincially significant event for the purposes of obtaining any and all licensing through the A.G.C.O, and that Council supports the “in-kind” services for IPM 2016 as outlined in the report.

Annilene McRobb, CMO
Deputy Clerk

Belinda Wick Graham
Economic Development Manager

Terry Kuipers
Chief Building Official

Chris Harrow
Fire Chief

Matt Lubbers
Recreation Manager

Allan Carr
Facilities Manager

Gordon Duff
Treasurer

Brian Hansen
Public Works Director

Bill White
C.A.O. Clerk

June 8, 2016

International Plowing Match and Rural Expo 2016 (IPM)
Attention: Doug King, Lounge Chair

RE: IPM declaration as a Municipally Significant Event

Dear Mr. King:

Please be advised that the Council of the Town of Minto met on June 7th, 2016 and approved the following:

THAT Council of the Town of Minto approve the request from the “International Plowing Match and Rural Expo 2016” to be held on Sept 20-24 of 2016 in the Town of Minto to be declared as one of “Municipal Significance”;

AND THAT Council does hereby declare the above event as a “Municipally Significant Event” for the purpose of a Special Occasion Permit (SOP) required by the Alcohol & Gaming Commission of Ontario (AGCO).

The International Plowing Match brings an average number of between 75,000 to 100,000 visitors per year to the host area.

If you have any question in this regard, please do not hesitate to contact me.

Yours truly,

Annilene McRobb, CMO
Deputy Clerk



TOWN OF MINTO

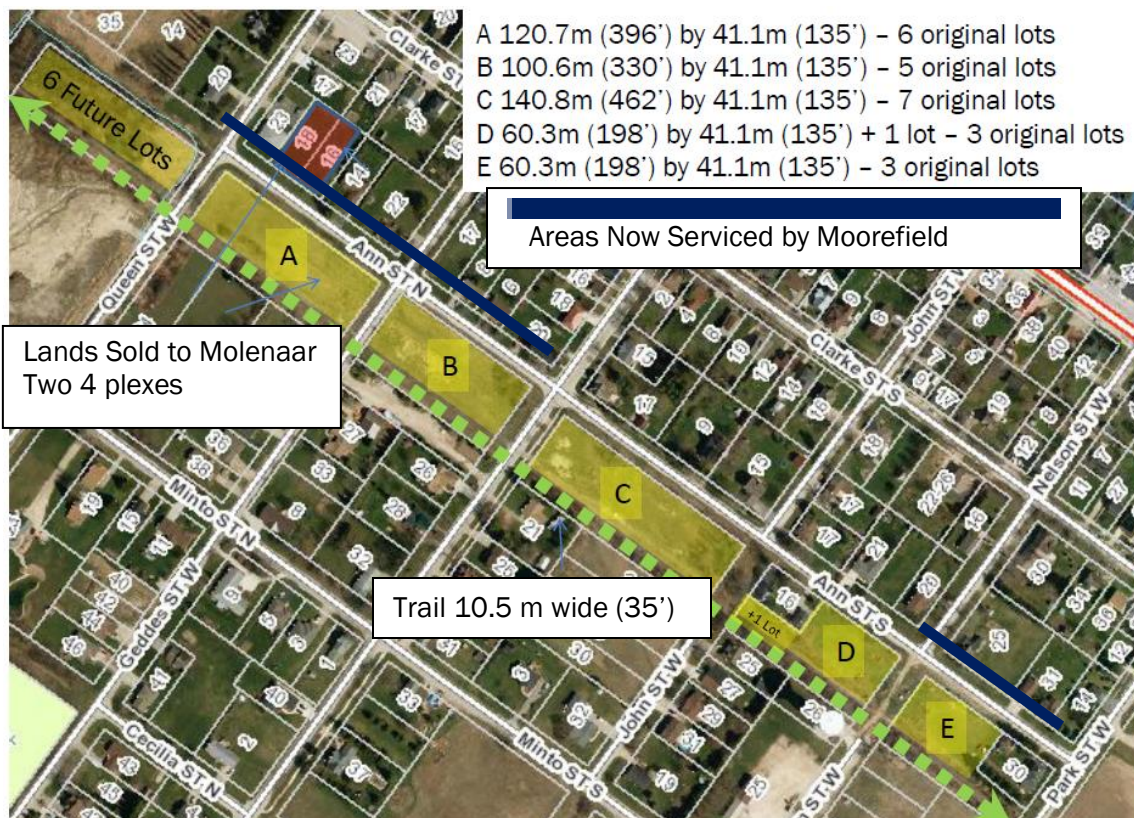
DATE: May 20, 2016
REPORT TO: Mayor and Council
FROM: Annilene McRobb, Deputy Clerk
SUBJECT: Sale of Lots, Ann Street, Clifford

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

- Previous Council acquired 32 lots along Ann Street in Clifford, the former rail line north to West Heritage Street, and the former rail line south to the 13th Line for \$440,000 as settlement of a \$1.8 million statement of claim
- A Record of Site Condition issued by RJ Burnside in January 2006 for Lots 294 to 327 certified the lands for residential use; this was updated and verified when the Town acquired the land
- Moorefield Construction began servicing last winter and will shortly finish serving work on Blocks A, B and E, which will include water and sewer laterals suitable for single family or semi-detached homes
- The lands are zoned to permit either single family or semi-detached homes
- The Town will keep a 10.67 metre (35 foot) wide strip of land at the back of the lots fronting on Ann Street for trail purposes.



The Town is fielding a number of inquiries and has received a signed offer and deposit cheque from John Mitchell for two lots in Block E and a second signed offer and deposit cheque from Christine Welsh for one lot in Block E. In both cases the lots are to be sold on the following terms:

- Purchase Price \$22,500.00 including deposit (+-\$1,000 per lot)
- Town provides one water and sewer connection to the lot line
- Closing date for sale 30 - 60 days or less from execution of agreement
- Site Grading and Drainage Plan required for construction
- Town to provide reference plan for the lot
- Lots are each 20m by 39.6m (66' by 130') with back 10.6m 35' kept by Town for rail trail
- Permit to build required within six months of lot closing, or Town can buy back the lots after one year at 90% cost
- No transfer or re-sale of vacant lots
- Home constructed within 18 months of closing date of lot

COMMENTS

This report requests Council proceed with the land sales by confirming in a resolution the lands are surplus to the Town's needs. This is required by the disposition of lands by-law. If Council declares the lands surplus, public notice of the pending sale is required.

The sale of former rail lands is exempt from requiring an appraisal under the Town's disposition of land by-law. Previously lots have been sold in Clifford for in the range of \$20,000 to \$30,000 serviced depending on location. This is consistent with pricing for the Clifford Ballfield which will be sold at about \$21,428 per townhouse unit.

The Town will keep land at the back of the lots to maintain the "rail trail", consistent with our Walkable Community designation. The Clifford Trail Committee has worked hard to develop this trail system. With the interest in the lots on Ann Street, the front (66 feet by 130 feet) of Lots 294-315 should be declared surplus to the Town's needs. This will allow the front of the lots to be sold in the future.

Once the lands are declared surplus, staff will give notice in the local papers of any pending sales including the date a by-law authorizing the Mayor and C.A.O. Clerk will be considered.

FINANCIAL CONSIDERATIONS:

Once all the lots are sold sufficient funds should be generated from the sale to cover the original purchase price of \$440,000 for all the former rail lands plus some amount

RECOMMENDATION:

THAT Council receives the May 20, 2016 report from the Deputy Clerk regarding the Sale of Lands, Ann Street, Clifford, that Lots 294-315 inclusive be declared surplus to the needs of the Town of Minto, and that By-laws authorizing the Mayor and CAO/Clerk to execute all documents necessary to close transactions for which final offers have been received be considered upon completing of the required notice for the conditional agreements of purchase and sale.

Annilene McRobb, CMO, Deputy Clerk



TOWN OF MINTO

DATE: May 26, 2016
REPORT TO: Mayor and Council
FROM: Annilene McRobb, Deputy Clerk
SUBJECT: Committee Appointments

STRATEGIC PLAN:

- 4.1 Promote sustainable growth and development, and strategies that make Minto an attractive place for families to live and for businesses to prosper, and pursue development in settlement areas consistent with the character of the area.
- 8.5 Support development of year round tourism product such as targeting snowmobiling families, winter sport tournaments, cultural celebrations and events including those related to Christmas and the holiday season.
- 8.7 Utilize the Cultural Roundtable as the primary group to implement the Cultural Plan with representatives from local, regional and provincial agencies, business, non-profit and government organizations as well as youth.

BACKGROUND

Local Heritage Marker Committee



Mark MacKenzie of the Harriston Historical Society attended the February 2, 2016 Council Meeting as a delegation and advised Council that after 20 years provincial funding for historical plaques is no longer available. The Society wants to continue to offer historical plaques for key historical sites like the former Town Hall and the Old Post Office in Harriston. Council discussed options and suggested the Historical Society work through the Cultural Roundtable Committee for requests of funding these projects. The Cultural Roundtable Committee met April 25, 2016 and passed the following motion:

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.

This report provides for these volunteers to be appointed to the Local Heritage Marker Ad Hoc Committee.

Palmerston Railway Heritage Museum Committee

Wellington County Museum and Archives recently added support staff to help with outreach programs. They were able to assist with a review of the Palmerston Railway Heritage Museum. March 29 Museum and Archives staff were invited to tour the Rail Museum and meet with Mayor Bridge and Bob McEachern to discuss future plans for the station, outbuildings, and the park.



Committee Appointments

The Cultural Roundtable Committee met on April 25, 2016 and passed the following motion:
THAT The Council of the Town of Minto creates the Palmerston Railway Heritage Museum as a Sub-Committee to the Cultural Roundtable.

Council received and approved these minutes at the May 3rd meeting and passed, which created this Sub-Committee without appointed members. At the May 17 Council meeting Council received notes from the Sub-Committee's May 10 meeting where they worked through issues related to the new County plan for the display and artifacts. The Sub-Committee met again May 24 to continue the work, and recommended Mayor Bridge, Councillor Mary Lou Colwell, Andrew Gowan Chair of Cultural Roundtable, and at large members Susan Welsh, Bob McEachern, Chad Martin and Wayne Martin be appointed to the Palmerston Railway Heritage Committee Sub-Committee of Cultural Roundtable.

This report provides for these volunteers to be appointed to the Palmerston Railway Heritage Committee Sub-Committee of Cultural Roundtable.

COMMENTS:

To implement the directions recommended by the Cultural Roundtable, the Appointment By-law must be amended in order to add the committees and appoint the members. Minutes of both the Local Heritage Marker Ad Hoc Committee and the Palmerston Railway Heritage Committee Sub-Committee of Cultural Roundtable will go to the Cultural Roundtable Committee for receipt and for any recommendations to be forward through the Roundtable to Council for approval.

FINANCIAL CONSIDERATIONS:

The Cultural Roundtable Committee has a budget of \$15,000 for 2016. Funding requests from the sub-committees have to be presented to the Cultural Roundtable Committee for consideration.

It is proposed to implement many of the changes at the Railway Museum in time for IPM 2016. \$7,000 has already been budgeted for IPM tourism. The Town booth experience is Railway so many of the items we are purchasing for the booth space will be used at the Museum i.e. TV, Model Train, Mannequins etc.

RECOMMENDATION:

THAT Council receives the Deputy Clerks May 26, 2016 report on Committee Appointments and that an amending appointment by-law be considered in open session.

Annilene McRobb, CMO
Deputy Clerk

**TOWN OF MINTO****DATE:** May 26, 2016**REPORT TO:** Mayor and Council**FROM:** Bill White, CAO/Clerk**SUBJECT:** Intake Two Canada 150 Community Infrastructure Program

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.
- 5.4 Support and encourage volunteer fund-raising where local interest groups contribute to value added Town facilities and services, and facilitate activities that help such groups raise funds to support community services.
- 7.2 Promote and pursue in partnership with trail groups and landowners a trail link from Palmerston to Harriston to Clifford, and develop additional trails, paths and walking tours throughout each area to link parks, natural and historic areas.

BACKGROUND:

On May 25th the Federal Government announced the second intake of the Canada 150 Community Infrastructure Program. The Town's 2015 application to complete the Trail Link from Palmerston to Harriston to Clifford was denied. Applications for the second allocation of \$44.4 million are due June 24.

The program theme is "Giving Back to Canada" supporting rehabilitation, renovation and expansion of existing community centers, recreation facilities, local arenas, cultural centers and other community infrastructure.

An on-line guide and application is available for the grant program which covers up to 50% of project costs incurred between April 1st, 2016 and March 31st, 2018. The following project categories were identified for municipalities:

- community centres, cultural centres and museums
- parks, recreational trails, including fitness trails, bike paths and other types of trails
- libraries, recreational facilities including local arenas, gymnasiums, swimming pools, sports fields, tennis, basketball, volleyball or other sport-specific courts, golf courses, ski hills or other types of recreational facilities
- tourism facilities, docks; cenotaphs
- other existing community infrastructure assets for public benefit that have local community impact such as local roads, drinking water treatment and distribution systems, connectivity and broadband, local airports, solid waste management and wastewater infrastructure

COMMENTS:

It is not clear why the Sesquicentennial Trail Link was not approved except the criteria allow for "extending a trail or bike path by no more than 50 percent of its existing length". To

meet these criteria the length of the Town trail was calculated to include side trails in Clifford and Harriston. Also land acquisition created challenges to meet the prescribed time frame although alternate routes were shown in the submission.

Projects up to \$1 million can be submitted, but the Town has strategically selected projects in the \$100,000 range to increase chances of approval with 444 municipalities in Ontario all seeking funding. Projects considered in 2012 under a similar Community Investment Fund were Clifford Soccer & Ballfield relocation (approved), Harriston Town Hall Theatre Accessibility (now complete), Harriston Train Station (now completed), 16th Line Culvert (completed under previous grant), and Palmerston Lions Park (mainly complete).

In 2015 Department presented options such as the Harriston Kinsmen Pool Repair and Upgrade (Underground infrastructure, walls, lining, water umbrella \$250,000), Palmerston Railway Heritage Museum Upgrades (Accessibility, access, displays, storage \$ 75,000), Clifford Main Street sanitary sewer, water, and roadway (\$1,700,000) and the Trail System Link Palmerston, Harriston, Clifford (+8km of trail \$100,000). T

The Trail Link was not successful and it is not recommended the Town re-apply. A compromise route using roadways is being developed into Harriston. More work is needed on the Harriston Clifford to link. Clifford Main Street is funded for 2017 and 2018 under the Connecting Link Program. The Palmerston Railway Heritage Museum Upgrades have begun in partnership with the County and may be in part funded by Town budgeted IPM funds. The Harriston Kinsmen Pool is still a pending project.

The following is a list of some potential projects:

1. Harriston Kinsmen Pool Repair and Upgrade (underground infrastructure, walls, lining, water umbrella)	\$250,000
2. Harriston Trailer Park Re-design and Upgrade (landscape plan, naturalization; clean up, planting, etc.)	\$150,000
3. Palmerston Arena Dressing Room Repairs/Expansion (dressing room addition, re-design and re-furbish existing)	\$600,000
4. Palmerston Rail Bridge Lighting (various decorative lighting options being considered)	\$145,000
5. Clifford Ann Street Trail Link (regrading, fencing, landscaping, naturalization)	\$100,000
6. Clifford Old Rotary Park Refurbishment (upgrades, tree planting,)	\$100,000

All the projects have significant merit, but the most overall benefit might be from an application on the Harriston Kinsmen Pool upgrades which include some work on the reclaimed trailer park. The Palmerston Rail Bridge lighting is an attractive alternative as is the Ann Street trail upgrades which will help finish off a developing residential area.

FINANCIAL IMPLICATIONS

Local infrastructure projects are eligible for up to a minimum of 50% of funding with priority given to projects leveraging 66.6% or more from other sources. This is almost the exact same criteria for the 2012 Community Infrastructure Improvement Fund which provided

\$49.6 million over two years when the Town received \$54,000 of a \$165,000 project to assist with improvements to John Hobelmann Rotary Park in Clifford.

The Town should always take the opportunity to apply for these grant programs when available. Council is reminded however that in 2016 to support just the approved grant programs almost \$5 million was needed as per chart below:

2016 tax	\$ 400,000
Connecting Link	\$ 400,000 (90% funding)
OCIF Merit	\$1,600,000 (Jane & Inkerman)
OCIF Formula	\$ 90,000
SCF	<u>\$2,500,000 (Brunswick St.)</u>
Total	\$4,990,000

To meet those obligations the Town is borrowing in 2016, and would need to do the same in future years if there is continued success in these programs. The above SCF amount is not yet funded as its approval is pending. If the Town continues to be successful with these grant programs there will be more pressure on the tax rate to match funding obligations.

RECOMMENDATION

THAT Council receives the C.A.O. Clerk's report dated May 26, 2016 regarding Intake Two of the Canada 150 Community Infrastructure Program and provides direction to staff to apply for a project outlined in the report acceptable to the majority of Council, and that the appropriate resolution be prepared as required by the program guidelines.

Bill White, C.A.O. Clerk



TOWN OF MINTO

DATE: May 27, 2016
REPORT TO: Mayor and Council
FROM: Bill White, C.A.O. Clerk
SUBJECT: Petition Feral Cats in Palmerston

STRATEGIC PLAN:

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

BACKGROUND:

The attached petition was received May 25 asking for a by-law to regulate cats in Palmerston. The petition sites the following concerns:

- 10-20 cats running loose in James, Main, Bell and William Streets
- Feces, trespass, noise, unfettered population growth
- Request a limit on number of cats per property and on care and control of these cats

The Town limits the number of dogs in any one household to three. There is no such by-law for cats. The Town's Animal Control officer does not pick up cats and the shelter is not equipped to handle cats. The Owen Sound Animal Shelter is properly equipped as a full "no-kill" shelter. In the past they have accepted dogs from Minto, but have not been approached to accept cats. The Owen Sound Shelter covers a considerable area and has a comprehensive cat program.

Section 103 of the Municipal Act allows for cats and dogs to be regulated as follows:

Impounding animals

103. (1) If a municipality passes a by-law regulating or prohibiting with respect to the being at large or trespassing of animals, it may provide for,

- (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law; and
- (b) the sale of impounded animals,
 - (i) if they are not claimed within a reasonable time,
 - (ii) if the expenses of the municipality respecting the impounding of the animals are not paid, or
 - (iii) at such time and in such manner as is provided in the by-law.

The attached information Feral Cat Rescue is from a non-profit organization based in Orangeville, Shelburne and Owen Sound. These volunteers assist with trapping, neuter/spay, and return/adopt out feral cats. The volunteer organization operates on the basis of donations. Their Facebook Page is active <https://www.facebook.com/Feral-Cat-Rescue-806298772730182/> and the group has been contacted regarding the issue in Palmerston.

COMMENTS:

There can be considerable discussion on the merits of licensing and regulating cats. If the Town is going to pick up stray cats it should have a licensing by-law to help identify any cats that are picked up and to generate revenue to assist with the cost.

One challenge is designing a bylaw that effectively applies in urban and rural areas. Given the Town's large geographical area and the variety of feral cat habitats within the boundaries it would be difficult to conceive of a fair and affordable licensing program. A licensing program in urban areas might work, but left unregulated feral cats in rural barns on the outskirts could soon be drawn into communities for food or shelter.

Staff has been involved with initiatives to regulate cats in other municipalities and found the actions to be very controversial attracting a wide variety of interests. Dog owners have come to accept a license program for dogs including limits on numbers, prohibiting large pets, and even dangerous dog designations and associated penalties. Cat licensing is unlikely to help the situation in Palmerston especially since these are likely feral cats. Staff believes they may be drawn to this area by people who feed them.

Owners of in-door cats are likely to resist licensing because their cats never go outside. Even if an owner of an "indoor-outdoor" cat agrees to a license, they believe letting their cat roam the neighbourhood is humane treatment. Some cat owners will resist limits on the number of "indoor" cats so long as proper care is being offered. In the past in extreme situations the SPCA has evacuated homes in Minto with too many cats and dogs due to animal welfare concerns.

Town staff believes the cost of a regulatory by-law system and shelter could be high relative to the potential benefit, and in fact may not address the issue of feral cats in Palmerston. As an alternative the Town may wish to support cats being transferred through the feral cat rescue program.

FINANCIAL CONSIDERATION:

One cat held for 5 days before being transferred to a "no-kill" shelter would cost will cost the Town well over \$100 (including impound, daily charges, and license if applicable).

RECOMMENDATION:

THAT Council receives the CAO Clerk's report dated May 27, 2016 regarding Petition Feral Cats Palmerston, and that the Town consider support for the Feral Cat Rescue program, and that staff follow up regarding the concerns expressed in downtown Palmerston.

Bill White, CAO/Clerk



Low Cost Spay & Neuter Services

\$65.00

Spay or Neuter

\$40.00

Transport Donation

Feral Cat Rescue is offering Low Cost Spay & Neuter Services to residents of Owen Sound and surrounding areas and will transport your cat to and from the Barrie SPCA Spay/Neuter clinic for a donation that goes 100% to the Rescue to help feral cats.



Feral Cat Rescue

519 -278-0707

To learn more about our Transport Service to the
SPCA Spay/Neuter Clinic go to www.feralcatrescue.ca
and click on Spay/Neuter Services or Call

519 -278-0707

Spaying and Neutering your cat will:
stop spraying, fighting, yowling, roaming and cat overpopulation.
Cats become healthier, less stressed and are better pets.



Feral Cat Rescue is a non-profit organization run by
volunteers and operates completely on donations. We
provide Trap, Neuter and Return services for feral cats
and rehome feral cats and kittens.



May, 2016

Town of Minto Council:

This letter was inspired by the amount of cats that are running loose in Palmerston, especially the downtown core, in the area of James, Main, Bell and William Streets.

We have counted between 10 and 20 cats, that are left outside all summer and winter long (cruelty to animals) roaming around freely on everyone's property, their feces piling up in our gardens and lawns, and in the parking lot behind the old Palmer hotel. The cats screech and fight at all hours of the night, which is disrupting our sleep. They are obviously not neutered, they spray everywhere, the smell is everywhere. They can be seen mating frequently, which means the problem is only going to get worse. Left unattended, they will bring and spread disease.

We the undersigned, request the council realize the need to have a Cat By-Law similar to that of dogs, which would restrict the amounts of cats per property, and somehow enforce individuals to take responsibility for the problem that they have created, and in the end, have the power to euthanize any unclaimed cats as a dog would be.

Barbara Moon Paul Doherty
Chris Craig John Brown
Jim Clark Larry McKenzie
Roger Swartz Margie McKenzie
Lloyd McFarlane
Barbara Burns
O'Hara

David Craig	Maureen S. Smith
Dennis Cuyler	Steve Goldbach
John Smith	John Smith
Don Smith	John Danbousgied
Gray D. Smith	Ken Thompson
John	John Lee
John Smith	Sue Hamilton
Jim Anthony	Ryan Anthony
Loretta DePaul	John Smith
Ray Chamberlay	G. M. Kennedy



TOWN OF MINTO

DATE:

May 31, 2016

REPORT TO:

Mayor and Council

FROM:

Bill White, CAO

SUBJECT:

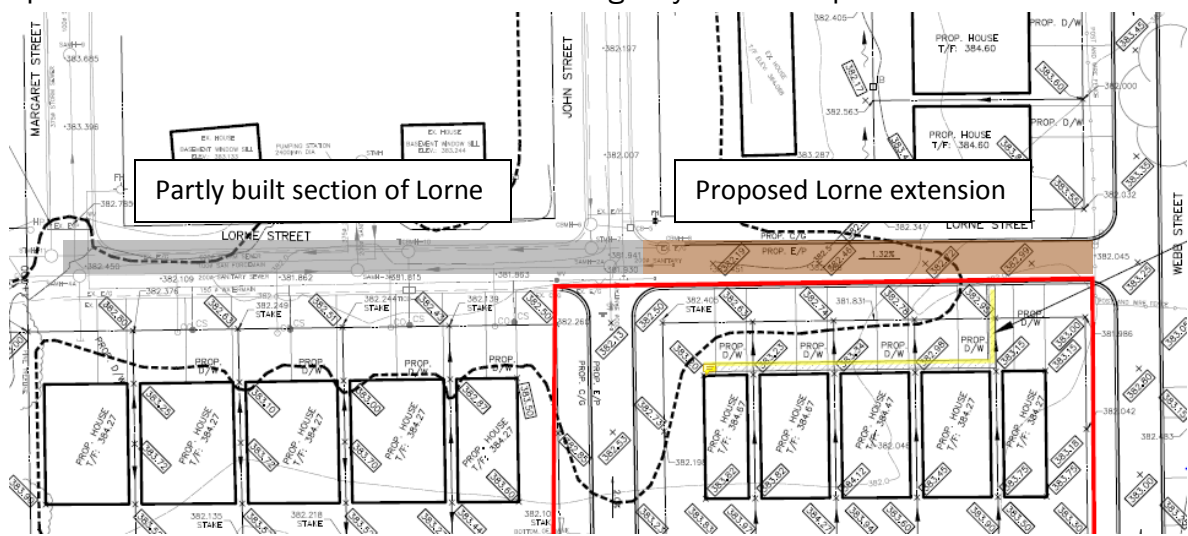
Wellingdale Construction Amending Development Agreement, Lorne Street Extension Harriston

STRATEGIC PLAN

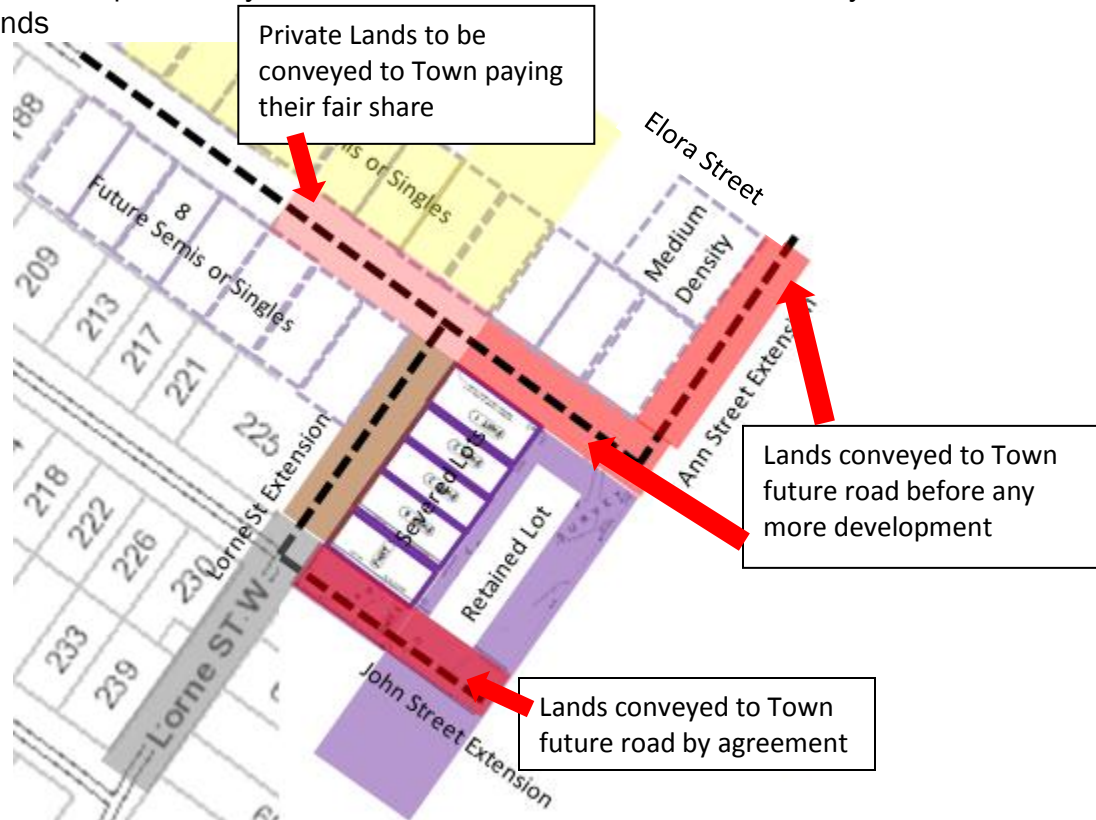
Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial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

BACKGROUND

- June 2010 the Town signed a development agreement with Wellingdale Construction to implement conditions of severance for lots on John Street and Lorne Street.
- Underground services and a pumping station were constructed for these streets; the Town has \$20,000 security remaining for uncompleted elements under that agreement.
- In 2012 a new development agreement was signed to move forward the balance of work needed to finish Lorne Street and ensure a suitable security is retained for the maintenance period for work done since June 2010.
- A signed copy of the May 2, 2012 agreement is attached for which the Town has \$49,081 in security to ensure work remaining under that agreement is finished.
- The attached amending agreement implements conditions of severance for the most recent files with the following general provisions:
 1. Ensures obligations the May 2012 and new amending agreement apply to the lands .
 2. Sections a) through d) amend the pre-ambles to the May 2012 agreement to add the current lands, severances and decision requirements.
 3. Clarifies the section of new road to be built
 4. B.M. Ross is Wellingdale's Engineer instead of Triton Engineering who acts for Town.
 5. Requires master grading and drainage plan for all of Lorne St, and site specific grading plans for each home before permits issues. A surveyor to confirm finished grades of previous section of Lorne meet MVCA emergency access requirements



6. Owner's consulting engineer to provide a deficiency list of all remaining work on roads and services and to correct outstanding items.
7. Ensures developer provides funds for Town engineering fees; currently about \$3,000 available based on Treasury records
8. The new security for the next phase of development is \$311,000. The Town has \$69,081.55 remaining from previous phases.
9. Extends the warranty period for services on to the Lorne Street extension
10. Requires developer convey to the Town certain lands for future roadway and commit to other lands



11. Applies the parkland dedication of \$500 per lot or \$2,500 which is paid.
12. Ensures owner pays for any sidewalks needed on Lorne Street
13. Replaces the table of engineering costs with the new figures from B.M. Ross

COMMENTS:

The amending agreement has been reviewed by Public Works, Triton Engineering and the Chief Building Official. The amending agreement is also acceptable to Wellingdale legal counsel and is signed by their representative. The amendment covers the Town's interest with respect to creating five lots this new section of roadway.

The approach taken to create lots through several separate severance applications complicates the legal situation around the development. It is preferable to develop a parcel like this by draft plan of subdivision. The Town has over \$380,000 in security to ensure municipal services and emergency access meets required standards.

The amending agreement prevents more development until the Town has ownership of the desired road pattern so that Webb Street can link through to Lorne Street, and there is a connection from Webb to the Jane and Elora Street intersection. Services were stubbed at that location anticipating future development. The intent of this last agreement is to provide

for the completion of the Lorne Street boulevards, roadway and emergency ingress area to the satisfaction of the Town and Conservation Authority.

FINANCIAL CONSIDERATIONS

The proposed agreement protects the financial interests of the Town with respect to the most recent severance application. A summary of the cost of the work is below:

Summary	
Road Construction	\$97,277.00
Storm Sewer	\$42,300.00
Sanitary Sewer	\$30,350.00
Watermain	\$36,725.00
Miscellaneous Items	\$6,500.00
Subtotal	\$213,152.00
Lump Sum to cover all other requirements (1.75%)	\$3,730.16
Subtotal	\$216,882.16
Bonding and Insurance (3%)	\$6,506.46
Subtotal	\$223,388.62
Contingency (10%)	\$22,338.86
Total Construction	\$245,727.48

Engineering	
Finalize design, tendering, construction review and contract administration (12%)	\$29,487.30

Total Construction and Engineering	
Total	\$275,214.78
H.S.T. (13%)	\$35,777.92
Total	\$310,992.70

Notes:

1. Assuming Type 2 soil conditions.
2. Excludes electrical and street lighting.
3. Excludes legal survey.
4. Excludes utilities installation (Bell, Wightmans, Union Gas, etc.).
5. Excludes Geotechnical Investigation, if required by the Town
6. Assuming granular backfill for storm sewer and native backfill for sanitary sewer and watermain.
7. Prices based on, generally, virgin land for the road extension but relatively small quantities.
8. Traffic control assumes Town will allow road closure including the Lorne/John Intersection.

RECOMMENDATION

THAT Council receives the C.A.O. Clerk's report regarding Wellingdale Construction Amending Development Agreement, Lorne Street Extension Harriston dated May 31, 2016, and that a by-law be presented in regular session authorizing the Mayor and C.A.O. Clerk to sign the amendment to the development agreement.

Bill White, C.A.O. Clerk

**AMENDMENT TO THE DEVELOPMENT AGREEMENT (hereinafter called the
“Amending Agreement”)**

THIS AGREEMENT made as of the 17 day of May, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
hereinafter called the “Minto” of the FIRST PART;

-and-

WELLINGDALE CONSTRUCTION LTD
hereinafter called the “Owner” of the SECOND PART;

WHEREAS Minto and the Owner entered into a Development Agreement dated the 2nd day of May 2012 regarding, among other things, the development of certain lots in the Town of Minto, Ontario known as Parts 1 through 11 in Reference Plan 61R-11808 which area lots on Lorne Street between John Street and Margaret Street;

AND WHEREAS much of the work on Lorne Street between John Street and Margaret Street is complete except however certain works to be identified and completed pursuant to this amending agreement;

AND WHEREAS Minto and the Owner wish to amend the May 2, 2012 Development Agreement to provide for the installation of water, sanitary sewer, roadway, drainage and other applicable services approximately 86 metres northeasterly which will constitute an extension of Lorne Street once dedicated to the Town of Minto as hereinafter provided;

AND WHEREAS the Owner wishes to comply with all applicable requirements of conditions of severance for files B23, 24, 25, 26 and 27 of 2015 pertaining to creating five severed lots fronting on the said future Lorne Street extension and one retained lot with access to a future extension of John Street from Lorne Street south;

NOW THEREFORE IN CONSIDERATION of the requirements of this Amending Agreement, the parties agree as follows:

1. It is hereby understood and agreed between the parties hereto that the following changes shall be made to the Development Agreement dated May 2, 2012, as amended. Except for such changes noted below, all other terms and conditions in the development agreement and its Schedules shall remain as stated therein.

2. The preamble to the Development Agreement is hereby amended as follows:

a) To add the following third paragraph to Part A.

“And Park Lot F and Part of Park Lot E Preston’s (88-D Minto) Survey known as Parts 1, 2, 3, 4, 5 and 6 Reference Plan 61R-_____.”

b) To add the following to the end of Part B

“and to sever the lands described in paragraph three in Part A into five (5) additional residential building lots and one retained lot under applications B23/15, B24/15, B25/11, B26/15 and B27/15”

c) To add the following to the end of Part C

“and provisional consent to each of the applications known as B23 through 27 of 2015 was granted and conditions are to be met by June 17, 2016.

d) To add the following to the end of Part D

“which are the consents granted in 2012 as well as to address conditions 5, 6, 7, 12, and 13 of files as B23 through 27 of 2015.”

3. Subsection 3.1.1 change the word “Services” to the word “Works” and add the following at the end of the sentence:

“including the lands added to the original development agreement south of Lorne Street between John Street and the future extension of Webb Street.”

4. Subsection 3.3 is hereby amended by replacing the firm “Triton Engineering Services” with the firm “B.M. Ross Engineering”

5. That Subsection 3.7 is amended by adding the following to the end:

“Prior to issuing a building permit for any of the lots fronting on Lorne Street created pursuant to this development or the previous agreement dated May 2, 2012, the Owner shall provide a site specific lot grading and drainage plan demonstrating that the home to be constructed complies with the overall master grading and drainage plan required by this agreement, as amended.

In addition to the requirements in this section, in order to fulfil condition 12 of consent files B23 through 27 of 2015 requiring a topographic survey to be prepared by a land surveyor **for existing and proposed lots on Lorne Street for which an emergency access is required**, the Owner agrees to provide said topographic survey to the Maitland Valley Conservation Authority for approval as a condition of and prior to receiving a building permit for any of the lots fronting on Lorne Street subject of said consent files B23 through 27 of 2015.”

6. Subsection 3.8 is amended by adding the following to the end of the sentence:

“such deficiencies to include any and all work remaining on any phase of development related to previous applications for severance by the Owner on the subject lands or any adjacent lands for which an agreement was executed with the Town. The Owner further agrees to provide through his consulting engineer a written deficiency list of remaining works required under the May 2, 2012 development agreement and any previously signed agreement between the parties. ”

7. Subsection 3.9 is amended by adding:

“3.9.8 The provisions and requirements of Section 3.9 shall apply to the current extension of Lorne Street +-86 metres northeasterly as well as all previous phases of development for which a completion certificate may not yet have been issued.”

8. Section 3.11 is amended by changing the words “\$49,081.55 based on the estimated cost of works provided by Triton Engineering dated March 2012” with the words “\$_____ based on the estimated cost of works provided by BM Ross dated May 2016.”, and adding the following to the end of said section:

3.11.2 The Parties acknowledged the \$49,081.55 security provided in the development agreement dated May 2, 2012 may be reduced to a maintenance amount upon submitting a request in writing to the Director for the Town.

9. Section 3.12 is amended by adding the following words to the end of the sentence “for the extension of Lorne Street +- 86 metres northeasterly from John Street and any other phases of development for which the warranty period has not yet commenced”

10. That the following be added to the end of Section 3.16

“Prior to the release of this agreement or any previous agreement for which security is retained the Owner shall convey to Minto Part 6 Reference Plan 61R-_____ as well as any applicable easements related to the extension of Lorne Street +-86 metres

northeasterly from John Street as may be required. **Part 6 Plan 61R-_____ shall be retained by the Town for future roadway but shall not be dedicated as a public street or used as access to any of the lands abutting Part 6 until arrangements acceptable to the Town have been made to provide for servicing.**

In addition the Owner shall convey to Minto free of any encumbrances the following:

- a) a minimum 20 metre wide future roadway from the intersection of Ann Street and Elora Street south westerly to what would be the extension of Webb Street, and
- b) a minimum 20 metre wide future roadway to constitute the extension of Webb Street adjacent to Part 1 Reference Plan 61R-_____ and the northeasterly edge of the retained lot. Such conveyances provided for in parts 3.16 a) and b) to occur prior to any further development or road extensions being permitted by Minto except those provided for under this agreement.

- c) With respect to the back 20 metres of lands at 228 and 238 Elora Street which are private lands required to complete the extension of Webb Street, Minto agrees to support the Owner’s efforts to acquire said lands and convey to Minto in order complete the Webb Street road allowance. This includes ensuring the owners’ of 228 and 238 Elora Street will not be permitted to create lots by severance, or redevelop their lands without conveying the required property to complete the Webb Street road allowance, or paying their fair share of costs incurred by the Owner to secure the said lands on behalf of the Town.

10. That the amount of “\$1,000” in Section 3.21 be changed to “\$2,500”

11. That the following be added to the end of Section 3.22:

“and any other such sidewalks provided for in the engineered design for the lands subject of this agreement.”

12. That the table of estimated costs for Lorne Street John to Margaret Street dated March 2012 be removed and replaced with an estimated cost to complete the extension of services +- 86 metres northeasterly from John Street as prepared by the Owner’s consulting engineer.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

WELLINGDALE CONSTRUCTION LTD

Per: _____
Name: _____

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Name: George A. Bridge, Mayor

Per: _____
Name: Bill White, C.A.O. Clerk

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

Lorne Street West Extension (John Street to east of John Street) Date: May 19, 2016
Wellingdale Construction Development
Town of Minto

Opinion of Probable Cost (for development securities purposes only)

Road Work

Item	Quantity	Unit	Unit Price	Amount
Earth excavation (grading)	500	cu.m.	\$16.00	\$8,000.00
Water	74	cu.m.	\$8.00	\$592.00
Calcium chloride	0.8	t	\$1,100.00	\$880.00
Granular "A" (150mm)	450	t	\$15.00	\$6,750.00
Granular "B" (450mm)	1160	t	\$12.00	\$13,920.00
Granular Fill	740	t	\$12.00	\$8,880.00
Hot mix HL4 (50mm)	122	t	\$125.00	\$15,250.00
Hot mix HL3 (40mm)	100	t	\$135.00	\$13,500.00
Tack Coat	868	sq.m.	\$1.00	\$868.00
Hot mix miscellaneous	65	sq.m.	\$30.00	\$1,950.00
Removal of bituminous pavement	65	sq.m.	\$10.00	\$650.00
Adjust exist. Manholes/catchbasins	3	ea.	\$500.00	\$1,500.00
Supply MH/CB frames and grates	4	ea.	\$500.00	\$2,000.00
Remove curb and gutter	13	m	\$10.00	\$130.00
Concrete curb and gutter	137	m	\$50.00	\$6,850.00
Concrete sidewalk	100	sq.m.	\$50.00	\$5,000.00
Topsoil	962	sq.m.	\$7.00	\$6,734.00
Sod	476	sq.m.	\$6.50	\$3,094.00
Seed and mulch	486	sq.m.	\$1.50	\$729.00
Subtotal				\$97,277.00

Storm Sewer

Item	Quantity	Unit	Unit Price	Amount
300mm dia. storm sewer	17	m	\$175.00	\$2,975.00
375mm dia. storm sewer	13	m	\$200.00	\$2,600.00
600mm dia. storm sewer	82	m	\$275.00	\$22,550.00
600 x 600mm catchbasin	2	ea.	\$1,800.00	\$3,600.00
600 x 1200mm ditch inlet	1	ea.	\$3,500.00	\$3,500.00
1500 mm dia. manhole	1	ea.	\$5,000.00	\$5,000.00
150mm dia. perforated subdrain	83	m	\$25.00	\$2,075.00
Subtotal				\$42,300.00

Sanitary Sewer

Item	Quantity	Unit	Unit Price	Amount
200mm dia. P.V.C. SDR35	76	m	\$225.00	\$17,100.00
1200 mm dia. manhole	1	ea.	\$4,500.00	\$4,500.00
125 mm dia. sanitary services	50	m	\$150.00	\$7,500.00
Sanitary service cleanout	5	ea.	\$250.00	\$1,250.00
Subtotal				\$30,350.00

Watermain

Item	Quantity	Unit	Unit Price	Amount
150mm dia. PVC DR18	98	m	\$150.00	\$14,700.00
150mm gate valve	3	ea.	\$1,200.00	\$3,600.00
150x150x150 tee	1	ea.	\$600.00	\$600.00
150x150 cross	1	ea.	\$700.00	\$700.00
150mm dia. cap	1	ea.	\$250.00	\$250.00
150mm dia. plug	1	ea.	\$250.00	\$250.00
Fire hydrant	1	ea.	\$4,000.00	\$4,000.00
Connection to existing	1	ea.	\$2,500.00	\$2,500.00
25mm dia. main stop	5	ea.	\$175.00	\$875.00
25mm dia. curb stop	5	ea.	\$300.00	\$1,500.00
25mm dia. saddle	5	ea.	\$175.00	\$875.00
25mm dia. tubing	35	m	\$125.00	\$4,375.00
Swabbing, disinfection, etc.	1	L.S.	\$2,500.00	\$2,500.00
Subtotal				\$36,725.00

Miscellaneous Items

Item	Quantity	Unit	Unit Price	Amount
Traffic Control	1	L.S.	\$1,500.00	\$1,500.00
Material and Compaction testing	1	L.S.	\$5,000.00	\$5,000.00
Subtotal				\$6,500.00

Summary

Road Construction	\$97,277.00
Storm Sewer	\$42,300.00
Sanitary Sewer	\$30,350.00
Watermain	\$36,725.00
Miscellaneous Items	\$6,500.00
Subtotal	\$213,152.00
Lump Sum to cover all other requirements (1.75%)	\$3,730.16
Subtotal	\$216,882.16
Bonding and Insurance (3%)	\$6,506.46
Subtotal	\$223,388.62
Contingency (10%)	\$22,338.86
Total Construction	\$245,727.48

Engineering

Finalize design, tendering, construction review and contract administration (12%)	\$29,487.30
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Total Construction and Engineering

Total	\$275,214.78
H.S.T. (13%)	\$35,777.92
Total	\$310,992.70

Notes:

1. Assuming Type 2 soil conditions.
- 2. Excludes electrical and street lighting.**
3. Excludes legal survey.
4. Excludes utilities installation (Bell, Wightmans, Union Gas, etc.).
- 5. Excludes Geotechnical Investigation, if required by the Town**
6. Assuming granular backfill for storm sewer and native backfill for sanitary sewer and watermain.
7. Prices based on, generally, virgin land for the road extension but relatively small quantities.
8. Traffic control assumes Town will allow road closure including the Lorne/John intersection.

The Corporation of the Town of Minto

By-Law Number 2012-17

**Being a by-law to authorize the Mayor and Clerk
to Execute a Development Agreement between
The Corporation of the Town of Minto and Wellingdale Construction
Ltd.,**

WHEREAS the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under Section 8 of the Municipal Act, S.O. 2001, c.25;



AND WHEREAS the parties hereto have agreed upon the terms as set out in the attached Development Agreement, in substantially the same form affixed hereto as Schedule "A" to this By-law;

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

1. That the Mayor and Clerk are hereby authorized and instructed to execute the Development Agreement between the Corporation of the Town of Minto and Wellingdale Construction Ltd. attached as Schedule "A" to this By-law.
2. That the Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first second third time and passed in open Council this 6th day of March, 2012.

SEAL


Mayor George A. Bridge
Deputy Mayor Terry Fisk

CAO/Clerk Bill White

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the 2nd day of May, 2012.

B E T W E E N:

THE CORPORATION OF THE TOWN OF MINTO

Hereinafter called "Minto",
Of the FIRST PART,

- and -

WELLINGDALE CONSTRUCTION LTD. a company incorporated
under the Laws of the Province of Ontario

Hereinafter called "the Owner",
Of the SECOND PART.

WHEREAS:

- A. The Owner is the registered owner of the following lands being part of property identifier number 71031-0093 (LT) and which lands have frontage on John Street and Lorne Street in the former Town of Harriston, now in the Town of Minto, legally described as:

Part of Park Lot C, Preston's Survey (Lot 88, Concession D, Minto), former Town of Harriston, in the Town of Minto, in the County of Wellington being Pts 1-11 on Reference Plan 61R-11808 (hereinafter called "the lands").

- B. The Owner has applied to the County of Wellington Planning and Land Division Committee (hereinafter called "the Committee") for consents to sever the lands pursuant to Section 53 of the Planning Act into five (5) residential building lots (four lots and one retained) under Application Nos. B111/11, B112/11, B113/11 B114/11 and B115/11.
- C. Provisional consent pursuant to each of the said Applications was given by the Committee on the 13th day of October, 2011 with conditions of approval to be fulfilled no later than 4:30 p.m. on October 13th, 2012.
- D. This Agreement is being made to address the following conditions of approval established by the Committee for the proper and orderly development of the lands, that is, numbers 5, 6, 8, 9, 10 and 11 as authorized by subsection 51 (25) (d) of the *Planning Act*.
- E. Subsection 51 (26) of the Planning Act provides that such an Agreement may be registered on the title of the land to which it applies and that the municipality is

Schedule A to By-law 12-17

entitled to enforce the provisions of it against the Owner and subject to the Registry Act and the Land Titles Act any and all subsequent owners of the land.

IN CONSIDERATION OF the terms, covenants and provisos set forth in this Agreement and other good and valuable consideration, and in satisfaction of the said conditions imposed by the Committee, the Owner covenants and agrees with Minto as follows:

1. **Definitions:**

- (a) **“Approved Plans”** means the plans on file with Minto and listed or otherwise identified in Schedule “A” attached to this Agreement and approved by Minto’s consulting engineer or to be otherwise agreed upon by the parties;
- (b) **“Building Permit”** means any permit to construct a building on the lands or any part thereof pursuant to Section 8 of the Building Code Act, 1992, S.O. 1992, c.23, as amended or re-enacted from time to time.
- (c) **“Construction Lien Act”** means the Construction Lien Act, R.S.O. 1990, c.30 as amended or re-enacted from time to time.
- (d) **“Estimated Cost of Municipal Services”** means an estimated cost of the Municipal Services prepared by the Owner’s consulting engineer and approved by Minto’s consulting engineer.
- (e) **“Letter of Credit”** means an irrevocable unconditional Letter of Credit from a Canadian Chartered Bank acceptable to Minto’s Treasurer and in the form attached as Schedule “B” to this Agreement, with such alterations, if any, in language (not affecting the substance thereof) as are acceptable to Minto’s Treasurer, acting reasonably, and with the necessary particulars entered onto the Letter of Credit.
- (f) **“Lots” and “Lot”** means any one (1) of the lots created on the lands pursuant to the said Application Nos. B40/10, B41/10, B42/10 B43/10 and B44/10 and/or the retained portion of the lands.
- (g) **“Municipal Act, 2001”** means the Municipal Act, 2001, S.O. 2001, c.25, as amended and re-enacted from time to time.
- (h) **“Municipal Services”** means the municipal road construction, the sanitary sewer system including the sewage pumping station, water distribution system

Schedule A to By-law 12-17

and storm sewer system, and street lighting, required by Minto for the development of five (5) lots on the lands for single family residence purposes.

- (i) **“Municipal Servicing Plan”** has the meaning set forth in paragraph 3.1.3.
- (j) **“Utilities”** means any required telecommunication services, gas services, electrical services, cable television services and other utilities.
- (k) **“Work”** means the construction and installation of the Municipal Services or any part or parts of the Municipal Services and such other work required in connection with this Agreement.

2. **Ownership Warranty.** The Owner warrants that it is a registered owner in fee simple of the lands.

3. **Municipal Services.**

3.1 **Responsibility of Owner** – Prior to the commencement of construction of any Municipal Services, the Owner shall at its sole expense:

- 3.1.1 Prepare and have approved by Minto’s Director of Public Services (the “Director”) a Grading Plan for the lands.
- 3.1.2 Prepare and register on title to the lands a reference plan of survey prepared by an Ontario Land Surveyor delineating thereon by separate parts the Lots and the easement over the Lots provided for in this Agreement in a form satisfactory to the Director.
- 3.1.3 Prepare the Municipal Servicing Plan consisting of an overall grading and drainage plan and an overall sewer and water plan for the lands to the extent necessary for the development permitted on the lands and to the satisfaction of the Director with the approval of Minto’s consulting engineer (the “Approved Grading and Drainage Plan” and the “Approved Sewer and Water Plan” respectively once approved).
- 3.1.4 Prepare and submit for the approval of the Director detailed design drawings in accordance with Minto’s requirements for all Municipal Services including a Site Grading Plan, lighting facilities, and any Utilities required by Minto for the development of the Lots (the “Approved Construction Drawings”).
- 3.1.5 Obtain any necessary approvals from the Maitland Valley Conservation Authority, the Ministry of the Environment or such other provincial ministry as required for the design and construction of the Municipal Services or any of them.

Schedule A to By-law 12-17

Provided that the said Plans may be individual or combined documents as approved by the Director and Minto's consulting engineer.

- 3.2 Construction – The Owner covenants and agrees to construct the Municipal Services, lighting facilities, and any required Utilities, subject to and in accordance with the Approved Construction Drawings and the provisions of this Agreement to the applicable Minto requirements and standards. The Owner shall have the overall responsibility for the design and construction of all Municipal Services provided that all such design and construction shall be carried out in accordance with the provisions of this Agreement. The Owner acknowledges that notwithstanding any approval, inspection or other review of the design and construction of any Municipal Services by Minto, including the Director and Minto's consulting engineer, the Owner shall not be released of its responsibility for ensuring that the design and construction conforms to Minto's standards.
- 3.3 Consulting Engineer – The Owner agrees to retain a qualified professional engineer (the "Owner's consulting engineer") satisfactory to Minto to design and supervise the grading and the construction of all Municipal Services, and the parties agree that the Director has approved of the firm Triton Engineering Services Limited as the Owner's consulting engineer.
- 3.4 Inspection – The Director or any person authorized by the Director shall have the right at all times to inspect the installation of the Work provided for in this Agreement.
- 3.5 Damage Repair – The Owner shall repair any damage caused to any existing road or mains or sewers as a result of the construction of the services and facilities provided for in this Agreement, and shall pay for any costs involved in the relocation of any existing services such as hydrants, telephone poles and public utilities plant and equipment.
- 3.6 Minto's Professional Fees and Disbursements – The Owner shall reimburse Minto for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement, and further the Owner shall pay the sum of \$5,000.00 to Minto upon the signing of this Agreement as a deposit towards the said professional fees and disbursements, and when the said deposit has been depleted below the sum of \$1,000.00 the Owner shall pay another deposit in the same or lesser amount as determined by Minto, and if necessary thereafter such further deposits

Schedule A to By-law 12-17

shall be made upon the depletion of the amount of any deposit on hand below the sum of \$1,000.00 until the discharge of this Agreement by performance.

3.7 Building Permits – No application for a Building Permit for any Lot shall be made except in compliance with Section 4. Further, the Owner acknowledges that prior to the issuance of any Building Permit for any of the Lots, approval will be required from the Maitland Valley Conservation Authority of the building drawings in addition to Grading and Drainage Plans for any proposed residence. The Owner further acknowledges that such approval is required due to the Maitland Valley Conservation Authority's Regulator Control of the lands and Owner acknowledges that this requirement is in addition to the requirements of the Ontario Building Code Act and other sections of this Agreement.

3.8 Deficiencies Prior to Acceptance – The Owner agrees that if the Director, at any time, determines that any of the Work is being or has been improperly performed or if the Owner neglects or refuses to correct and perfect such Work as may have been rejected by the Director as defective or unsuitable, then Minto shall not accept such Work.

3.9 Completion Certificate – Upon the completion of the Municipal Services to the satisfaction of the Owner's consulting engineer, the Owner's consulting engineer shall prepare a completion certificate in respect of all of the Municipal Services (the "Completion Certificate") and shall forward such Completion Certificate to the Owner and to the Director for the approval of Minto's consulting engineer (B. M. Ross and Associates Limited). The Completion Certificate shall include the following:

3.9.1 The description of the Work in respect of which such Completion Certificate is given;

3.9.2 Confirmation that the final certificate with respect to the Municipal Services has been issued under the Construction Lien Act by the payment certifier if so required by the contract for construction;

3.9.3 A certificate stating that the Work has been completed to operational condition in accordance with the Approved Construction Drawings and the provisions of this Agreement;

3.9.4 A statement as to the date of the completion of the Municipal Services;

3.9.5 A complete set of as-built drawings for the Municipal Services showing final plan and profile locations of the Municipal Services together with a complete consolidated set of drawings;

Schedule A to By-law 12-17

- 3.9.6 Confirmation that the finished Municipal Services and grading elevations are in conformity with the Grading Plan approved by the Director; and
- 3.9.7 A statement as to the total cost of the Municipal Services.
- 3.10 Notice of Acceptance – Unless the Director is aware of defects either in the Completion Certificate or the Work and provided that the Specific Conveyances required under Section 5 have been accepted by Minto and registered, the Director shall thereafter forward to the Owner's consulting engineer a Notice of Acceptance (the "Notice of Acceptance").
- 3.11 Security – In order to satisfy Minto that sufficient funds are available to pay the total cost relating to the construction of the Municipal Services and to cover the faithful performance of this Agreement including the correction of deficiencies and the maintenance of the Municipal Services during the Warranty Period, the Owner shall deliver to Minto upon the execution of this Agreement, either a banker's draft or certified cheque made payable to Minto or a Letter of Credit (the "Security") to guarantee the said matters. The amount of the Security shall be equal to 100% of the Estimated Cost of the Municipal Services which is \$49,081.55 based on the estimated cost of works provided by Triton Engineering dated March 2012. Subject to subsection 3.14 the said banker's draft or certified cheque or Letter of Credit shall be kept in full force and effect until the Notice of Acceptance is issued under subsection 3.10 and the Warranty Period has expired.
- 3.11.1 The Parties acknowledge the agreement dated June 2nd, 2010 respecting severance files B40/10, B41/10, B42/10, B43/10 and B44/10 and that security in the amount of \$20,000 shall be retained by the Town for the completion of remaining works (dialer, manhole repair, final paving of John Street) during the maintenance period that applies under that development agreement.
- 3.12 Warranty Period – The Owner shall guarantee the Work to be free of defects during the period (the "Warranty Period") of two (2) years from the issuance of the Notice of Acceptance in respect of the Municipal Services.
- 3.13 Payment of Security:
- 3.13.1 Minto may draw upon and use the Security for any of the purposes set out in subsection 3.11 to pay for part or all of the costs to effect such purposes or any of them.

Schedule A to By-law 12-17

3.13.2 The Owner acknowledges that the cost of workers employed to carry out any of such purposes, whether or not such workers are normally employed by Minto, may be paid for in part or in full out of the Security. The application of the Security for payments for such purposes shall not relieve the Owner from its responsibility to pay for, or reimburse Minto for any shortfall in respect of all such costs and expenses.

3.14 Release of Security:

3.14.1 Upon the issuance of the Notice of Acceptance ninety percent (90%) of the Security then held by Minto, less the cost of any uncompleted Work, shall be released to the Owner, provided that there are no outstanding claims against the Security and no liens have been registered and all lien periods have expired under the Construction Lien Act.

3.14.2 Not less than twenty (20) days prior to the expiry of the Warranty Period for the Municipal Services, the Owner shall arrange with the Director for a final inspection and testing as may be appropriate and shall deliver a final acceptance certificate from the Owner's consulting engineer in a form satisfactory to the Director confirming in the opinion of such consulting engineer that there are no defects or deficiencies in the Municipal Services. Upon receipt of the final clearance certificate and provided that the Director and Minto's consulting engineer, acting reasonably, are satisfied that there are no defects or deficiencies in the Municipal Services, the Director shall so advise the Owner in writing and the warranty shall expire. Thereupon the balance of the Security then held by Minto, shall be released to the Owner, provided that there are no outstanding claims against the Security, no liens have been registered and all lien periods have expired under the Construction Lien Act.

3.15 Responsibility Prior to Acceptance – The Owner expressly acknowledges and agrees that prior to the acceptance or assumption of the Municipal Services by Minto, all components of the Municipal Services shall continue to be privately owned and the Owner and its assigns shall be jointly and severally responsible for all maintenance and replacement of all such components. The Owner and its assigns shall permit the components of the Municipal Services located within the lands to be used for the benefit of the lands in such manner as if the Municipal Services have been accepted by and conveyed to Minto. The Owner shall advise all prospective purchasers of any of the Lots of the provisions of this Agreement.

Schedule A to By-law 12-¹⁷

- 3.16 Conveyance to Minto – Where any Municipal Services are not located on a municipal highway, the Owner will, upon acceptance of such Municipal Services by the Director, convey without charge to Minto such Municipal Services and will provide to Minto appropriate easements for the purpose of the same, without charge, across or under the land upon which such Municipal Services are located. Such easements shall permit maintenance, servicing and re-construction and shall be satisfactory to the Director and to Minto's solicitor.
- 3.17 Local Services – The Owner acknowledges and agrees that the requirement to construct the Municipal Services is a condition of approval under Section 53 of the Planning Act and these are local services pursuant to Section 59 (2) of the *Development Charges Act*, 1997 installed by or paid for by the Owner.
- 3.18 Development Charges Credits – The Owner hereby releases and forever discharges Minto from any and all claims relating to payments made under this Agreement, for credits against development charges payable under any by-law of Minto passed under the *Development Charges Act*, 1997 with respect to any development of the lands.
- 3.19 Road Signs – A sign at least 4 feet by 6 feet shall be erected by the Owner at each entrance to the lands area. The sign shall read as follows: "Road Not Assumed By Municipality – Use At Your Own Risk". The sign shall be installed prior to the start of construction and be removed after the Notice of Acceptance has been issued.
- 3.20 911 Signs – Prior to the commencement of construction of any of the Work and until the issuance of the Certificate of Completion the Owner shall provide to the satisfaction of the Director individual lot signs showing the municipal address to allow 911 service during construction.
- 3.21 Parkland Dedication – The Owner agrees to pay to the Town \$1,000 cash-in-lieu of parkland dedication as a condition of severance approval.
- 3.22 Sidewalk – The Owner shall cover the cost of constructing a sidewalk on Lorne Street.
4. Building Permits -- The Owner agrees that it, or anyone claiming title from it or under its' authority, shall not apply for any Building Permits for any Lot until all of the requirements hereinafter set out have been carried out to the satisfaction of Minto. It is agreed that a copy of this Section 4 shall be delivered by the Owner to each and every

Schedule A to By-law 12-17

purchaser of any Lot and to each and every builder seeking a Building Permit for any Lot. It is agreed that Minto shall have the right to refuse any such application until the Completion Certificate provided for in Section 3.9 has been approved by Minto's consulting engineer, the Director is prepared to issue the Notice of Acceptance provided for in Section 3.10 subject to the fact that the final coat of asphalt may not have been applied to complete the municipal road construction, the Specific Conveyances required under Section 5 have been accepted by Minto and registered, and the required Utilities have been provided and installed.

5. Specific Conveyances.

5.1 Pursuant to subsection 3.16 the Owner shall convey an easement to Minto for emergency access over the lands described as Part 3,6,9 and 11, 61R-____ to provide for ingress/egress in flood conditions.

5.2 Notwithstanding anything to the contrary in this Agreement, when Minto acquires any part of the lands, or any interest therein, or any other lands of the Owner, for any municipal purpose, Minto shall not be bound by this Agreement as an Owner.

6. Construction Lien Act.

6.1 The Owner, as it carries out and completes all Work, shall holdback from any persons supplying services or materials respecting such Work, such amounts as a person would be required to holdback in accordance with the Construction Lien Act for such time periods as would be required to be held back pursuant to that Act (such amounts herein referred to as the "Holdbacks").

6.2 Following the expiry of the period that such Holdbacks are required to be held pursuant to the Construction Lien Act, they may be released by the Owner to the relevant contractors supplying the services or materials with respect to which such Holdbacks relate.

6.2.1 In the event that Minto incurs any costs or expenses involving making payments into Court to remove liens or defending actions taken by any party under the Construction Lien Act in connection with any portion of the Work, such costs and expenses shall be paid by the Owner to Minto on demand.

6.2.2 Minto shall promptly notify the Owner of any such actions by third parties upon receipt of notice and shall permit the Owner at its sole expense to add the carriage of any defense in connection with any such notices provided that the Owner shall indemnify and save Minto

Schedule A to By-law 12-17

harmless from any and all costs, expenses and liability whatsoever arising in connection with such action.

7. **Municipal Addresses.** The Owner agrees, that prior to the commencement of the construction of any of the Work, it shall submit applications for a revised municipal numbering for each Lot to Minto.
8. **Timing of Occupation.** No building constructed under a Building Permit shall be occupied until all Utilities required by this Agreement necessary to service such building have been constructed and completed.
9. **Insurance.** The Owner shall insure against all damages or claims for damage in an insurance company satisfactory to Minto's Clerk. Such policy or policies shall be issued in the joint names of the Owner, Minto, and Minto's consulting engineer and the form and content shall be subject to the approval of Minto. The minimum limits of such policy shall be \$5,000,000.00 all inclusive, but Minto shall have the right to set higher amounts. The policy shall be in effect for the period of this Agreement including the Warranty Period. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.
10. **Registration of Agreement.** Prior to the provision of a clearance letter by Minto to the Committee with respect to the conditions addressed by this Agreement, the Agreement shall be registered pursuant to the provisions of the *Land Titles Act* by the Owner's solicitor in a manner approved by Minto's solicitor.
11. **Grading/Drainage and Maintenance.** All of the Lots shall be graded to drain in accordance with the Drainage Plan and the drainage of surface waters on the Lots shall be the sole responsibility of the Owner and subsequent purchasers. After any Lot has been graded in accordance with the Grading Plan and/or the Grading and Drainage Plan no change shall be made to the actual finished elevation and grading of the Lot in any way that results in a material alteration of drainage on or across the Lot or adjacent lands from that shown on the said Plans. The Owner and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the said Plans over any Lot by the construction, erection or placement thereon of any damming device, building, structure or other means. The grading required under this Agreement shall be provided and maintained by the Owner or subsequent owner of each Lot from time to time at such party's sole risk and expense.

Schedule A to By-law 12-17


12. **Acknowledgement of Agreement Status.** Upon the satisfaction of all or any part of the obligations under this Agreement, Minto will provide, upon the request of the Owner, an acknowledgement to the Owner, or such other interested party as the Owner may direct, that this Agreement has been totally or partially discharged by performance, as the case may be, and to the best of Minto's knowledge and belief as to the status of any remaining Work or defaults under this Agreement. Minto shall provide such written acknowledgement within a reasonable time, from time to time, at the Owner's reasonable request.
13. **Limited Release.** When this Agreement has been totally discharged by performance, Minto shall provide the Owner with a limited release with respect to this Agreement. The said release shall not affect any of the provisions and requirements of and under Section 11, Grading/Drainage and Maintenance.
14. **Legal Notice to Owner.** Any notice required with respect to this Agreement may be given to the Owner by registered mail addressed to the Owner at its principal place of business and shall be effective as of the date of the deposit thereof in the post office.
15. **Enforcement.**
 - 15.1 The Owner agrees that the facilities, Works and matters required by this Agreement shall be provided and maintained as required by this Agreement by the Owner at its sole risk and expense and to the satisfaction of Minto.
 - 15.2 The Owner agrees, that upon failure by it to do any act that is required by this Agreement, Minto may, in addition to any other remedy under this Agreement, enter upon the lands if necessary, and do the said act at the Owner's expense and collect the cost in like manner as municipal taxes as provided for in Section 427 of the *Municipal Act*, 2001.
 - 15.3 The Owner agrees that wherever the provisions of this Agreement allow Minto to refuse to process a Building Permit, such provisions shall apply equally to Minto's Chief Building Official.
 - 15.4 The Owner agrees that this Agreement when registered shall have priority over any registrations now or in the future subsequent to the transfer of the lands to the Owner by registered instrument number RO790437.
16. **Enurement.** The Parties agree that the covenants, rights, duties, provisions, conditions and obligations in this Agreement shall enure to the benefit of and be binding upon Minto and the Owner and their respective successors and assigns.

Schedule A to By-law 12-17

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: 
Mayor – George Bridge

Per: 
CAO/Clerk – Bill White

We have authority to bind the Corporation.

WELLINGDALE CONSTRUCTION LTD.

Per: 
John Mohle – Secretary/Treasurer

I have authority to bind the Corporation.

TOWN OF MINTO, LORNE STREET
JOHN TO MARGARET STREET, HARRISTON
ESTIMATE TO COMPLETE SURFACE WORKS - MARCH 2012

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
LORNE STREET - SURFACE WORKS						
1.1		Adjust Maintenance Holes to Finished Asphalt Grade	5	Each	\$400.00	\$2,000.00
1.2		Adjust Valve Boxes to Finished Asphalt Grade	2	Each	\$250.00	\$500.00
1.3		Granular "A" - Road Preparation	50	Tonne	\$24.00	\$1,200.00
1.4		Concrete Sidewalk	180	m2	\$55.00	\$9,900.00
1.5		Boulevard and Overflow Route - Grading, Topsoil and Sodding	1600	m2	\$6.00	\$9,600.00
1.6		Hot Mix Asphalt HL4 Surface Course Asphalt (50mm Depth)	145	Tonne	\$75.00	\$10,875.00
1.7		Hot Mix Asphalt HL3 Surface Course Asphalt (40mm Depth)	120	Tonne	\$78.00	\$9,360.00
SUB-TOTAL - LORNE STREET						<u>\$43,435.00</u>
HST 13%						<u>\$5,646.55</u>
TOTAL ESTIMATED COST						<u>\$49,081.55</u>



TOWN OF MINTO

DATE: June 1, 2016
REPORT TO: Mayor and Council
FROM: Bill White, C.A.O. Clerk
SUBJECT: Provincial Electric Vehicle Charger Program. Partner Agreement Arntjen Solar

STRATEGIC PLAN:

10.9 Implement the Integrated Community Sustainability Plan, continue to be a leader in Environmental consciousness, and proceed with energy conservation initiatives including recognizing employees who develop and implement environmentally friendly practices

BACKGROUND

At the February 2, 2016 meeting Council considered a report on the Province's Electric Vehicle Charger Program. Staff advised Rolf Maurer of Arntjen Solar (Sun Saver 2) proposed to apply to this program on behalf of the Town. Council passed the following resolution:

MOTION: COW 2016-28

Moved By: Ron Elliott; Seconded By: Mary-Lou Colwell

That Council receives the C.A.O. Clerk's January 27, 2016 report regarding Provincial Electric Vehicle Charger Program and agrees to Arntjen Solar and/or Sun Saver 2 preparing and submitting an application for 100% Provincial Funding of installing Electric Vehicle Supply Equipment at the Town office, Harriston Minto Community Complex, Clifford Arena and Palmerston Community Center on the understanding an installation, maintenance and cost sharing agreement will be negotiated between the parties if the application is successful.

Arntjen has received approval for six of their 21 submitted sites including installations in Mount Forest, Arthur, Exeter, Innerkip and Cambridge area. In Minto the location at the Clifford Community Centre was approved. The proposed location is the section of the arena fronting on Allan Street. The Facilities Manager has met with Arntjen and this location can work with some minor changes to the site and building utilities.



The attached agreement is proposed for the installation in Minto. Staff is advised that Wellington North will sign the same agreement, which contains the following requirements:

- Installing one Level 3 EVSE direct current Fast Charger and one Level 2 EVSE alternating current charger as per Schedule “A”
- At the Clifford Arena as per Schedule “B”
- Town as “Partner” provides the leased premises at no cost to Arntjen as “Recipient” just to install these chargers.
- Agreement starts on the date of installation and runs for ten years with a either party having the right to renew for an additional five years
 - At end of the agreement the equipment is the Town’s and will be removed by Arntjen if requested including restoring to original condition.
- Section 2.01 parties share income and expenses
 - Years 1-5 payments from Province used to cover capital and installation costs including those of the Town
 - Town provides its hydro bill and Arntjen provides quarterly statement of electricity consumed by the facility paying to the Town the operating and maintenance costs calculated
 - An annual account statement will be provided
 - Any revenue from the facility is split 50-50%
- Any payments not made by Arntjen to the Town is an automatic default which if not rectified within 30 days means facility can be disconnected and barricade the facility, and there is no access without approval from the Province (7.01)
- Town as Partner shall:
 - Provide space not less than 20 feet by 20 feet
 - Give Arntjen an easement if needed to access the property
 - Allow access to all agreements for any needed audits
 - Meet Provincial rules for Partners (Schedule C) such as obey applicable law, supply documents, respond to inquiries, report on use of any funds received
- Arntjen as Recipient shall:
 - Meet Provincial rules for Recipients (Schedule C) including assuming “sole responsibility toward the Province for the implementation, management and coordination of the entire Project
 - The fulfillment of all obligations” of the agreement, including full financial and legal responsibility
 - Paying any funds demanded by the Province
 - Building and commissioning the facility including all approvals, and maintain the installation throughout the term of the agreement
 - Calculate operating and maintenance costs and pay same as per agreement
- Town will maintain the building and premises so that there is proper and safe access to the facility including removing snow
- The Recipient to carry \$5 million insurance naming Town as additional insured, and indemnifies Town for any claim of any kind as a result of their occupancy of the property

COMMENTS:

As Council is aware this is a one-time competitive application-based grant to install this equipment to improve the network on “major inter-city transportation corridors and in urban centres (including workplaces, apartments, condominiums, etc.)”. Users of the stations will

pay a service charge and that amount is regulated by the Province relative to the operating cost of the facility. The installation is to be finished within one year.

The Treasurer also reviewed the agreement and is generally satisfied with the agreement. The Town has a good relationship with Rolf Maurer and Arntjen. The units they install seem to be attractive and the location at the Clifford Arena is a good one. Users will have a short walk to nearby parks or businesses during the short time period when the vehicle is being



charged. As this first station moves forward, staff will gather information so that Council might decide on whether it would like to consider a charger at the Town office. This would have to be constructed at Town cost.

FINANCIAL CONSIDERATIONS:

Revenue from users of this facility will not be significant at least until these vehicles become more popular with consumers. The Town should not expect significant return initially, but

any up-front and operating costs of the initiative are covered under the grant. Regarding its own charger at the municipal office a scenario may be possible to link the facility in with solar installations creating a 10 year payback from savings from revenue and if the Town had its own electric vehicle. This option will be evaluation

RECOMMENDATION:

THAT Council receives the C.A.O. Clerk's June 1, 2016 report regarding Provincial Electric Vehicle Charger Program and agrees to Arntjen Solar and/or Sun Saver 2 preparing and submitting an application for 100% Provincial Funding of installing Electric Vehicle Supply Equipment at the Town office, Harriston Minto Community Complex, Clifford Arena and Palmerston Community Center on the understanding an installation, maintenance and cost sharing agreement will be negotiated between the parties if the application is successful.

Bill White, C.A.O. Clerk

EVCO PARTNERSHIP AGREEMENT

THIS AGREEMENT MADE this 1st day of June, 2016.

BETWEEN:

The Corporation of the Town of Minto
a corporation duly incorporated in the Province of Ontario
(hereinafter "**Partner**")

-and-

Arntjen Solar North America Inc.
a corporation incorporated pursuant to the laws of Canada and having its
registered head office in Innerkip, Ontario
(hereinafter "**Recipient**")

BACKGROUND

The Province is putting its new Climate Change Strategy into action by investing \$20 million from the Ontario Green Investment Fund to support the build out of a network of public electric vehicle charging stations (also referred to as "Electric Vehicle Supply Equipment" or "EVSE", as defined in Schedule "A") across Ontario.

Through the \$20million Electric Vehicle Chargers Ontario Program (the "EVCO"), the Province offers a grant program that complies to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule "C".

The **Recipient** has, under the EVCO, applied for funds to assist the **Recipient** in carrying out the Projects (as defined in Schedule "A",) which supports the goals of the EVCO-Program.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project and wishes to provide Funds to the **Recipient** for the Project.

WHEREAS

The **Recipient** wishes to install EVSE on parcels of land listed in Schedule "B" (Premises) to this agreement owned by **Partner** pursuant to the EVCO-Program and the subsequent sale of electrical power to the public at a prescribed rate so that they may charge their electric vehicles;

AND WHEREAS the **Partner** owns the Premises where said Facility in Schedule "A" will be installed under the EVCO-Program;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE I LEASED PREMISES AND TERM

1.01 – Leased Premises.

In consideration of the covenants and agreements hereinafter reserved and contained the **Partner** shall provide the Premises, more particularly described in Schedule “B” to this Agreement at all times and until the end of the Term of this Agreement at no cost to the **Recipient**. The Facility shall remain the sole and exclusive property of the **Recipient** and nothing herein shall be interpreted or construed to the contrary.

1.02 –Term of Financing. As the sole purpose of this Agreement is to facilitate Minto’s intention to install electric vehicle charging systems under the Provincial EVCO program and to make available electrical power to the public for the purposes of charging electrical vehicles, the term (the "Term") of this Agreement shall commence on the date which the individual facility at the locations listed in Schedule “B” are available to the public having been inspected by the appropriate authority (the “Commencement Date”) and running for a period of ten (10) years and will be subject to the Parties’ agreement to renew in section 1.03.

1.03 – Renewal. Provided that neither Party has defaulted on any of its covenants or requirements pursuant to this Agreement, either Party shall have the right to renew this Agreement for a further two term of five (5) years upon the same terms and conditions as contained in this Agreement, save and except that the finance payments shall be in an amount mutually agreed to by the parties hereto.

1.04 – Surrender of Equipment. **Recipient** covenants that, upon the termination of this Agreement and renewal period, the Facilities remain the property of the **Partner** and **Recipient** agrees to leave the Facility as situated in good repair and condition, or prior to the termination upon written request of the **Partner**, the **Recipient** shall remove the facilities provided for under this agreement at the equally shared cost and expense of the **Recipient** and **Partner** including restoring the Premises to their original condition to the satisfaction of the **Partner** acting reasonably. The Parties' obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Agreement.

ARTICLE II LEASE PAYMENTS

2.01 – Lease Payments. In Lieu of a regular Lease Payment (“Payments”) for the Premises, the **Recipient** agrees to equally share all income received and expenses incurred for the Facilities with the **Partner** under this agreement as follows:

- (i) Years 1-5. Transfer Payments from the EVCO-Program will be exclusively used by the **Recipient** to cover all applicable capital and installation costs for the approved facility described in Schedule “B”.
 - (a) Upon completion of then facility installation, any capital costs incurred by the **Partner** and eligible und der EVCO-Program rules will be invoiced to the **Recipient** for immediate payment by the **Recipient**;
 - (b) For operating and maintenance costs the **Partner** will provide the **Recipient** a copy of the hydro bill associated with each installed facility, and the **Recipient** shall provide the **Partner** a quarterly summary of the electricity consumed by the

EVSE. These quarterly operating and maintenance costs shall be calculated, and paid by the **Recipient** to the **Partner**. The **Recipient** shall agree to provide the **Partner** with an annual account statement showing the opening balance at the start of the year and all revenues and expenses throughout the year.

(c) Net Revenue from public use of the EVSE facility shall be split 50-50 equally between the **Partner** and **Recipient**.

(iii) Renewals. The Parties agree that any Payments and timing of said Payments associated with any renewals of this Agreement shall be mutually agreed upon by the Parties hereto with the intent that the **Recipient** makes quarterly payments to the **Partner** for all the Facilities listed in Schedule “B”.

2.02 – Failure to Make Payments. The **Recipient** warrants to the **Partner** that payments described in Section 2.01 shall be made for operating and maintenance of the facilities as per Section 2.01. Subject to any other remedies in this agreement, failure of the **Recipient** to pay the equally shared net income amounts to the **Partner** shall result in a default of this agreement and the provisions of Article VII shall apply.

ARTICLE III DUTIES AND RESPONSIBILITIES OF PARTNER

3.01 – Partner Shall:

- a) provide a portion of land with an approximate area of 20 feet x 20 feet more or less to host the EVSE facility (the “Premises”) as mutually agreed to by the parties;
- b) allow the registration of an easement for the facility provided by the **Recipient** if necessary, on the Premises identified herein by to allow **Recipient** or its representatives to have access to the Facility for the purposes of construction, maintenance and monitoring;
- c) allow the inspection and Audits of Contracts and Partner Agreements in the right of the Province of Ontario, its authorized representatives and independent auditors identified by the Province and the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party and Partner for the purpose of such inspections and audits.
- d) comply to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule “C”
- e) due to the extreme sensitivity of the technology being used at the Facility, the Parties acknowledge that it is imperative that the **Partner** maintains the property year around in as much as the property is maintained in the usual manner and that no obstructions are installed on the dedicated parking spots for the EVSE of the Facility;
- f) allow all required electrical connections of the Facility to the panel at the applicable location subject to such work being completed by a qualified person with all applicable permits and approvals;
- g) maintain the parking area around and leading to the facilities including paving, snow removal and proper drainage.
- h) provide all hydro bills to the **Recipient** as per Section 2.01 of this agreement.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF THE RECIPIENT

4.01 – Recipient shall:

- a) execute the Transfer Agreement under the EVCO-Program
- b) comply to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule “C”
- c) build, commission and maintain the Facility;
- d) obtain all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the Local Distribution Company;
- e) maintain and operate the Facility for the Term;
- f) remove the Facility and restore the lands described in Schedule “B” at an equally shared expense after the end of the Term or any subsequent renewal terms, if any upon receipt of a written request to do so, or otherwise surrender all interest in the Facility as per Section 1.04 of this agreement; and
- g) calculate the required operating and maintenance costs using the meter connected to the electric vehicle charging station and **Partner’s** hydro bills, pay all costs and revenue share provided for under Section 2.01 including providing applicable quarterly statements to the **Partner**.
- h) not encumber the premises described in Schedule “B” in any way and to promptly discharge and remedy any liens or other title matter related to installation of the facilities on the lands.

ARTICLE V MAINTENANCE AND REPAIR OF PREMISES

5.01 – Maintenance and Repair by Partner. The **Partner** covenants with the **Recipient** that, throughout the Term of this Agreement and any renewals, it shall maintain and repair the whole of the Premises and all fixtures, equipment, parking spaces therein in good order, first class condition and repair, acting reasonably, so as to ensure that nothing constructed or maintained by the **Partner**, whether organic or structural in nature, shall prevent safe public use of the EVSE Facilities. All alterations, additions and improvements made by the **Partner** to the Premises or made by the **Recipient** on the **Partner’s** behalf by agreement or under this Agreement shall remain the property of the **Partner** for the Term hereof.

ARTICLE VI INSURANCE

6.01 – Liability Insurance. The **Recipient** shall, during the entire Term hereof and any renewals, keep in full force and effect, at its own expense, a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the leased Premises, in which the limits of public liability shall be in such amount of \$5,000,000 as stipulated by the **Partner**. The **Partner** and the **Recipient** as well as the Province of Ontario shall be named as additional insured under the policy and this policy will be available for the **Partner** and the Province of Ontario to review annually including providing a written copy of the certificate of insurance annually or upon written request by the **Partner**.

6.02 – Indemnification. The **Recipient** will indemnify the **Partner** and the **Partner** will indemnify the **Recipient** and save the other harmless from and against any and all claims,

actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, the occupancy or use by the **Recipient** of the Premises, or any part thereof, or occasioned wholly or in part by any act or omission or negligence of either party, its agents, contractors, employees, servants, licensees or invitees. In case either party shall, without fault on its part in circumstances where either must indemnify the other, be made party to any litigation commenced by or against either party, then the other shall protect and hold the other party harmless and shall pay all reasonable costs, expenses and solicitors and counsel fees, on a solicitor and his own client basis, incurred or paid by either in connection with such litigation.

ARTICLE VII DEFAULT OF THE RECIPIENT

7.01 – No Right to Re-Enter. In the event of default by the **Recipient** of any of its obligations set out in Article VI or any other provision of this agreement, the **Partner** shall inform the **Recipient** of the said default or non-performance in writing and shall allow for no less than thirty (30) business days to rectify the non-performance of the **Recipient**. In the event of default by the **Recipient**, after the initial five (5) year contract period, the **Partner** can immediately disconnect the facilities from the hydro supply and barricade the locations from public use. Before the **Partner's** attempt to secure entire payments collected by the **Recipients** from the sale of the installed ESVE equipment, the **Partner** must inform the Province of Ontario in writing first and get approval for the sale of the EVSE or until the **Recipient** is in compliance with the provisions of this agreement. The **Recipient** shall not have the right to re-enter any property or to remove or interfere with the Facility in any way until the requirements of this agreement have been met. Should the **Recipient** remain in default under this agreement until the end of the term provided by the **Partner** at its sole discretion and after consulting with the Province of Ontario shall determine the proper course of action to secure compliance by the **Recipient** and may charge any and all additional costs to secure payment to the **Recipient**.

ARTICLE VIII DEFAULT OF THE PARTNER

8.01 – Removal of Facility. Where the **Partner** fails to comply with this agreement and the **Recipient** notifies the **Partner** in writing such failure shall be deemed a default if not rectified within thirty (30) business days by the **Partner** under this Agreement and following the **Partner's** failure to rectify said default in accordance with this section, the **Recipient** may, in addition to any remedies available to it under this Agreement or in law, and consultation/approval with the Province of Ontario seize the Facility and remove same from the Premises at the sole cost of the **Partner**.

ARTICLE IX MISCELLANEOUS

9.01 – Approval. Unless otherwise expressly stated herein to the contrary, where any provision of this Agreement requires one Party to obtain the consent of the other Party such consent may not be unreasonably withheld.

9.02 – Governing Law. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.

9.03 – Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

9.04 – Time of Essence. Time shall be of the essence of this Agreement and every part hereof.

9.05 – Assigns and Successors. This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall remain in force and survive in the event of the sale of the Premises by the **Partner** to a new owner. The Facility shall remain on the premises during the initial Term of the agreement and any renewal thereof, and this agreement shall continue until its termination unless otherwise agreed to by the parties and the Province of Ontario.

9.06 – Exclusivity. The **Recipient** covenants that so long as the **Partner** or its successors are in actual possession of the lands described in Schedule “B” and the **Recipient** is carrying on its business on the Premises in accordance with the terms of this Agreement, the **Partner** or its successors will not, at any time during the initial Term or any renewal thereof, permit any other party or occupant of the **Partner’s** or its successors property to conduct, as a business the operation of an EVSE.

IN WITNESS WHEREOF the **Partner** and the **Recipient** have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

The Corporation of the Town of Minto

Arntjen Solar North America Inc.

Per: _____

Name:

Title:

Per: _____

Name: Rolf Maurer PMP, P.Eng.

Title: .VP Americas

Dated: _____

Per: _____

Name:

Title:

Schedule "A"

The Electric Vehicle Supply Equipment" or "EVSE", (the "Facilities") to be installed at the Premises shall consist of:

- **One (1) Level 3 EVSE direct current (DC) Fast Charger**
 - ABB Terra 53CJ fast charger with up to 60kVA, 480V, 60 Hz, 3P+PE with dual-connector CHAdeMO and CCS charging standard including remote data monitoring, and ongoing operation and maintenance support

- **One (1) Level 2 EVSE alternating current (AC)**
 - AddENERGIE SmartTWO-BDR or equivalent with up to 7.2kVA, 208/240V, 60Hz, 1P+PE with single connector to J-1772 charging standard including remote data monitoring, and ongoing operation and maintenance support

Schedule "B"

Premises on which Electric Vehicle Supply Equipment" or "EVSE", may be located

- 1. Clifford Arena - Level 3 DC Fast Charger (ABB Terra 53CJ)**
 - Level 2 AC Charger (AddENERGIE SmartTWO or equivalent)

Schedule "C"

EVCO-Program Requirements for Project with Partners

1. Recipient Representation of Partners.

The **Recipient** warrants that it is entitled to represent each of its **Partners**, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the EVCO-Program Agreement.

2. Partner Agreement

The **Recipient** agrees to bind each of the **Partners** to the applicable terms and conditions of the Agreement, through a Partner Agreement, and any adjustment to it to capture changes in the Agreement that affects the Partner Agreement.

3. Tasks, Mutual Responsibilities and Obligations of Recipients and Partners

The **Recipient** warrants that each Partner Agreement will provide for a clear division, in line with the **Recipient's** application documents, of the allocation of tasks, mutual responsibilities and obligations among the **Recipient** and its **Partner**.

4. Provisions of Partner Agreement

The **Recipient** agrees to make each **Partner** aware of its responsibilities and obligations, and ensure that each Partner Agreement is consistent with and incorporates the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the **Recipient** agrees to include in any Partner Agreement provisions to require from each **Partner** that it:

- (a) complies with the Requirements of Law which applies to the **Partner** and obtains any necessary approval including, without limitation, building permission and environmental impact assessment statement;
- (b) provides the Province, or anyone appointed by the Province, through the **Recipient**, with any document or information requested for evaluation purpose;
- (c) promptly reacts, through the **Recipient**, to any request made by the Province;
- (d) prior to the **Recipient** making payment of Funds to a **Partner** for Project costs, the **Partner** warrants and provides all necessary proof that such Funds will be used towards Eligible Costs and for the purpose of implementing the Project;
- (e) immediately informs the **Recipient** if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Province to demand repayment of Funds and, if any, interest earned on Funds, from the **Recipient** or the **Partner**, or both or invoke its other remedies under the Agreement; and
- (f) complies, without limitation and with any necessary modification, with any applicable obligations of the **Recipient** under the Agreement, including those concerning representations, warranties, covenants, Funds, Project, acquisition of goods and services,

disposal of assets, conflict of interest, record keeping, reporting, accounting, inspection, auditing, review, communications, publicity, indemnity, insurance, acknowledgment of other legislation and directives, and repayment. More specifically and without limiting the generality of the foregoing, the **Recipient** must ensure that the Partner Agreement includes:

- (i) report back to the **Recipient** on how the distributed Funds and interest earned are used;
- (ii) the ability of the **Recipient** or the Province, or both, to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the Agreement; and
- (iii) Funds provided to the **Partner** be deposited by the **Partner** into a separate account at a Canadian Financial institution that is in the name of the **Partner**.

5. Copy of Partner Agreement

The **Recipient** agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

6. Responsibilities of Recipient

Despite having Partners for the Project and entering into Partner Agreements with Partners, the **Recipient** agrees that it assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Project and the fulfillment of all obligations arising from the Agreement. Accordingly, the **Recipient** agrees that it bears the financial and legal responsibility for the entire Project and for each of its **Partners**. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its **Partners**.

7. Repayment of Funds

If the Province demands repayment of Funds in accordance with the Agreement, the **Recipient** is liable to the Province for the total amount of those Funds, whether or not the **Recipient** has provided such Funds to a **Partner**.

8. Changes to Application Documents

The participation and contribution of the **Recipient** and each **Partner** are clearly defined in the application documents. Any change to the above information, if such change impacts the Project, requires the prior written approval of the Province.

9. Public Disclosure

The **Recipient** shall ensure that each **Partner** agrees to the Province publicly disclosing in communications concerning the Project, the **Partner's** name and address and the purpose and amount of Funds provided to it.

10. Liability

Without limiting the requirements set out in paragraph C.4. (f) and the indemnity and insurance obligations under the Agreement, the **Recipient** agrees to ensure each **Partner** agrees that the Province shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the **Partner** while the Project is being carried out. The Province will therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

**TOWN OF MINTO**

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

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 May 30, 2016:

Administration	\$ 561,137.09
People & Property	
Health & Safety	
Health Services	
Building	669.71
Economic Development	358.02
Incubator	516.98
Tourism	
Fire	21,407.93
Drains	
Roads	286,470.61
Cemetery	271.20
Streetlights	6,866.29
Waste Water	46,624.46
Water	17,156.75
Minto in Bloom	1,011.13
Recreation	8,774.81
Clifford	11,131.16
Harriston	25,314.14
Palmerston	8,487.45
Norgan	1,153.30

\$ 997,351.03

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 receives the Treasurer's report dated May 30, 2016, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for May 2016.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: June 2, 2016

REPORT TO: Mayor and Council

FROM: Brian Hansen Public Works Director, Gordon Duff Treasurer

SUBJECT: Tender Results for Jane St. and Inkerman St. in Palmerston

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

At the May 17 meeting Council was advised of the timing around award of the tender for this project. A resolution was passed appointing a Tender Review Committee to meet and consider the bids so long as the project came in below a budget of \$1.45 million net of HST. Two tenders were received May 26, 2016 and the results are as follows:

Hanna & Hamilton Construction.....	Tender Price - \$1,497,104.04 (\$1,813,988.00)
Moorefield Excavating Ltd.....	Tender Price - \$1,953,700.90

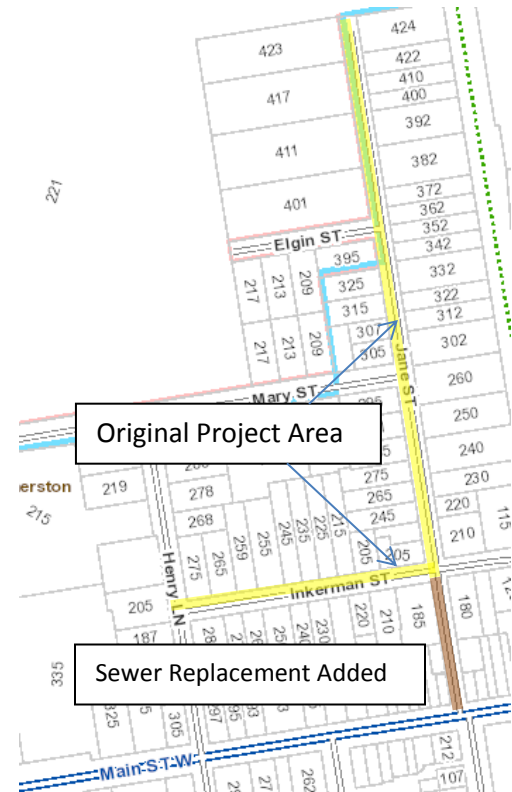
The price in brackets is the actual price after Triton Engineering checked the bid for errors and omissions. Since both bids were above the maximum amount allowed for the award Committee, staff confirmed with the Province that Council could award after the May 31 deadline.

COMMENTS:

The project is over budget mainly due to adding replacement of the sanitary sewer on Jane between Inkerman and Main Street. During detailed design it was determined the sanitary sewer in this section should be replaced adding about \$140,000 to overall project cost. The Public Works Department and Triton Engineering recommend this section of sewer be replaced as part of this project.

FINANCIAL CONSIDERATIONS:

The 2016 budget for this project is \$1,786,000 of which \$1,295,896 is covered by Ontario Community Infrastructure Funding. Triton estimates the total project including fees, contingency and net HST is \$2,048,537.57. The contingency is \$75,000. Without the added section of sanitary sewer and the contingency the project is much closer to the original estimated budget. The Treasurer will adjust the funding model to reflect the added work if Council wishes it to be included.



RECOMMENDATION:

THAT Council receives the Public Works Director and Treasurers June 2 report regarding Tender Results for Jane St. and Inkerman St. in Palmerston, and that the project be awarded to Hannah and Hamilton at a price of \$1,813,988 which includes the added scope of sanitary sewer work recommended by Triton Engineering funded from the appropriate combination of grants, borrowing and reserves as determined by the Treasurer.

Brian Hansen
Public Works Director

Gordon Duff
Treasurer



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

June 1, 2016

Town of Minto
5941 Highway No. 89
HARRISTON, Ontario
N0G 1Z0

ATTENTION: Bill White
Chief Administrative Officer/Clerk

RE: TOWN OF MINTO
RECONSTRUCTION OF JANE STREET AND INKERMAN
STREET, PALMERSTON
CONTRACT NO.: 6604-16
OUR FILE: M6604A/M6615A

Dear Sir:

Tenders for this project were received and opened in the Municipal offices shortly after 2:00 p.m. on Thursday, May 26, 2016.

Those present were Councillor David Turton, Bill White, Gordon Duff, Brian Hansen, Jackie Hymers and Paul Ziegler and several Contractor Representatives.

The Tenders received were as follows:

<u>CONTRACTOR</u>		<u>TENDER PRICE</u>
HANNA & HAMILTON CONSTRUCTION	LISTOWEL	\$ 1,497,104.04 (1,813,988.00)
MOOREFIELD EXCAVATING LTD.	HARRISTON	\$ 1,953,700.90

The Tenders received have been checked for errors and omissions. Mathematical errors were found in the tender submitted by Hanna & Hamilton Construction (Listowel). The corrected price is shown in brackets.

Therefore, we recommend that the contract be awarded to Hanna & Hamilton Construction in the amount of \$1,813,988.00 which includes an allowance for Contingencies.

Attached for your information is a cost breakdown for the project based on the Tender prices submitted by Hanna & Hamilton Construction.

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in blue ink, appearing to be 'P. Ziegler', with a long horizontal stroke extending to the right.

Paul F. Ziegler, C.E.T

Encl.

cc: Gordon Duff, Treasurer, Town of Minto
Brian Hansen, Public Works Director, Town of Minto

May 30, 2016

TOWN OF MINTO

RECONSTRUCTION OF JANE STREET AND
INKERMAN STREET, PALMERSTON

CONTRACT NO. 6604-16

COST BREAKDOWN SUMMARY

BASED ON TENDER PRICES SUBMITTED BY HANNA & HAMILTON CONSTRUCTION

		TENDER PRICE
<u>SECTION 1 – JANE STREET, PALMERSTON</u>	-	\$ 1,163,732.35
<u>SECTION 2 – INKERMAN STREET, PALMERSTON</u>	-	\$ 545,270.65
<u>SECTION 3 – MISCELLANEOUS</u>	-	\$ 29,985.00
<u>CONTINGENCY ALLOWANCE</u>	-	\$ 75,000.00
TOTAL CONTRACT PRICE (Excluding H.S.T.)	-	\$ 1,813,988.00
ENGINEERING (SITE INSPECTION & CONTRACT ADMINISTRATION FOR CONSTRUCTION) INCLUDING GEOTECHNICAL & MATERIAL TESTING (ESTIMATED)	-	\$ 125,000.00
TOTAL ESTIMATED COST (Excluding H.S.T.)	-	\$ 1,938,988.00



TOWN OF MINTO

DATE: May 30, 2016

REPORT TO: Mayor and Council

FROM: Mike McIsaac, Roads and Drainage Foreman

SUBJECT: Harriston Elora Street North of Adelaide Resurfacing

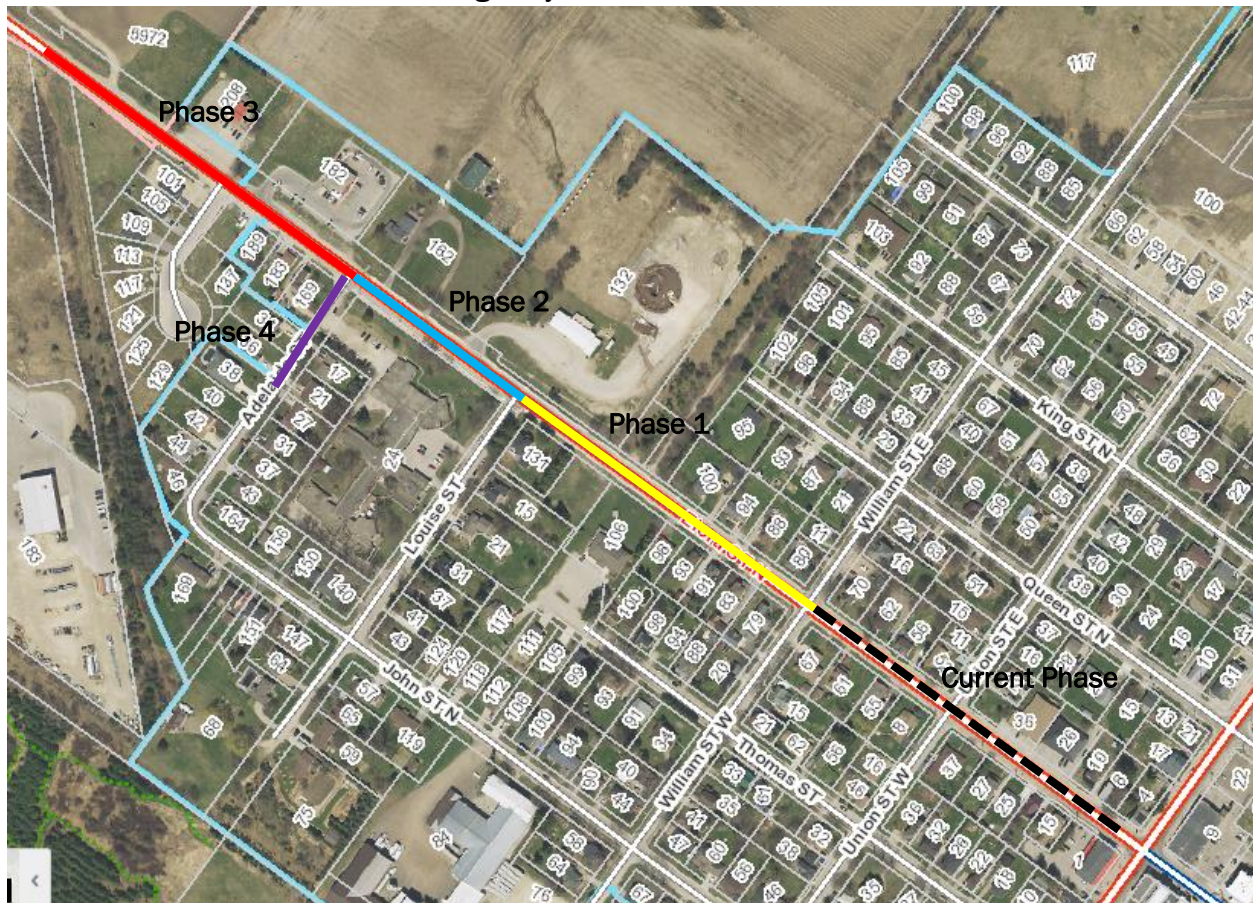
STRATEGIC PLAN:

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, and minimum construction and maintenance standards.

BACKGROUND:

As Council is aware Elora Street reconstruction from Arthur to William is underway with completion due in August. The project is funded from the Federal Provincial Small Communities Fund. Reconstruction of the rest of Elora Street from William to the limits of the urban area of Harriston was designed and tendered in 2013 and two of four of the following phases completed:

1. Part 1 William to Louise **completed**
2. Part 2 Louise to Adelaide **completed**
3. Part 3 Adelaide to end of Harriston limits
4. Adelaide Street to south of Highway 9



In 2013 Phase 1 and 2 was awarded at a bid price of \$540,907. Over-runs mainly due to weather and extra servicing put the final cost of this project over \$620,000, although over \$60,000 of that was paid by developers to service lots on Elora Street. The project included \$200,000 of old connecting link funding allocated before the program was first cancelled.

Once work between Arthur and William is done, Elora Street will have been reconstructed for almost its entire length through Harriston. The last section is Phase 3 from Adelaide out involves road reconstruction, storm drainage, curbs, and sidewalk, and lane tapers for Tuffy MacDougall Court and Tim Horton's. The cost is over \$500,000 (\$468,886 estimate in 2013) plus sanitary sewer work to accommodate the Schickedanz subdivision. Surface water for Phase 3 flows out of Harriston into the municipal drain near the Fischer property, while the rest of Elora Street is contained inside the urban area.

Phase 4 on Adelaide Street will be re-evaluated once its use as a detour is complete.

COMMENTS:

Phase 3 will cost over \$500,000 and could be eligible for new connecting link funding in the future. Clifford Elora Street was already approved for 2017 and 2018, but the Town should have a chance to apply for connecting link funding for Phase 3 in 2016. However, Council may have other priorities such as the second phase of Elora Street in Clifford or Arthur Street Harriston. Phase 3 depends on if the Schickedanz subdivision is willing to contribute toward sanitary sewer extension across Elora Street to the John Street pumping station. In the meantime some resurfacing in Phase 3 will improve road quality for a few years.

Staff received a quote from the Murray Group Limited to mill 50mm of the existing surface out and replace with 50mm of HL3 asphalt for \$19,143.90 plus HST. This is a temporary solution to allow more time for staff and Council to make decisions on development properties in this area. It is anticipated the resurfacing his work would be performed and completed in conjunction with paving of the section between Arthur and William with very limited disruption to the area.

FINANCIAL CONSIDERATIONS:

This project would be funded under the current operational budget for hardtop resurfacing.

RECOMMENDATION:

THAT Council receives the , Roads and Drainage Foreman Report dated May 30, 2016 regarding Harriston Elora Street North of Adelaide Resurfacing and provides direction on whether Phase 3 should be milled and resurfaced, when the Murray Group completes such work between Arthur and William Street, at a cost of \$19,143.90 plus HST from the hard surfacing operating budget.

Mike McIsaac
Road Foreman

**The Corporation of the Town of Minto
By-law No. 2016-39**

for the purpose of Appointing Municipal Council Members
and Citizens of the Town of Minto
to Ad hoc Committees of the Cultural Roundtable
namely the Local Heritage Marker Committee and the Palmerston
Railway Heritage Museum Committee

WHEREAS under Section 9 of the Municipal Act, S.O., 2001, c. 25, the Corporation of the Town of Minto 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 Council wishes to appoint Ad hoc Committees of the Cultural Roundtable namely the Local Heritage Marker Committee and the Palmerston Railway Heritage Museum Committee.

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

1. That Schedule “A” of By-law 2016-10 is hereby amended to add the following Ad Hoc Sub-Committees of the Cultural Roundtable:
 - a) **Local Heritage Marker Committee** Sub-Committee of Cultural Roundtable to locate and approve new heritage markers.
Bob McEachern
Mark McKenzie
June MacDonald
Bonnie Whitehead
Megan Raftis
 - b) **Palmerston Railway Heritage Museum Committee** Sub-Committee of Cultural Roundtable to assist with implementing Heritage Museum Steering Committee Action Plan.
Councillor Mary Lou Colwell
Andrew Gowan, Chair of the Cultural Roundtable
Susan Welsh
Bob McEachern
Chad Martin
Wayne Martin
Mayor George Bridge ex officio
2. That Gordon Blyth be appointed to the Norgan Theatre Board Committee
3. This By-law shall come into full force and effect upon final passing thereof.

Read a first, second, third and finally passed in open Council this 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

NOTE: Mayor George Bridge, an Ex-Officio member on all Committees.

TERM: Unless otherwise noted members are appointed for terms from date of adoption of the approving By-law for Schedule “A” until the end of the Council term to which the appointment applies.

Accessibility Committee: Information Group with Wellington County to provide information to Council on implementation of Provincial Accessibility Legislation.

Matthew Lubbers, Accessibility Coordinator

Clifford Jamesway Manor Representative: Non-Profit Housing Corporation responsible for residential facility in Clifford.

Councillor Jean Anderson
Dianne Lawless

Committee of Adjustment: Quasi-judicial Board responsible for minor variances, change or expansion of non-conforming uses and other matters as provided for under the Planning Act.

All of Council, Mayor George Bridge, (Chair)
Bill White- Secretary
Gordon Duff - Alternate Secretary

Clifford Revitalization Committee: Provides advice to the Economic Development Committee regarding community development initiatives in the Clifford urban area.

Councillor Jean Anderson
Georgie Hutchison
Lori Oleksandriw
Isabel Senek
Don Senek
Craig Thompson
Karen Dowler
Juanita Wilkins

Harriston Revitalization Committee: Provides advice to the Economic Development Committee regarding community development initiatives in the Harriston urban area.

Councillor David Turton
John Mock
Randy Martin
Sandra Martin
Tony Tsotros
Geoff Gunson
Lisa Leslie
Krista Fisk
Ken Rogers
Cheryl Bell

Palmerston Revitalization Committee: Provides advice to Economic Development Committee regarding community development initiatives in the Palmerston urban area.

Councillor Ron Elliott
JoAnne Caughill
Bob McEachern
Connie Robinson
Barbara Burrows
Susan Forbes
Wayne Martin
Paul Brown

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

Andy Pridham
Terry Cormack
Kash Ramshamdami
Amy Habermehl
Jurgen Stemmer
Alexandra Cooke

Cultural Roundtable: Provides information and advice to Council regarding implementation of the Cultural Plan and general cultural development activities in the Town.

Councillor Mary-Lou Colwell
Councillor Jean Anderson
Willa Wick
Caitlin Hall
Peggy Raftis
Andrew Gowan
Megan Raftis
Brooke McLean
John Cox

Minto Farmers' Market-Palmerston Location: Assists with the growth and development of the Farmers' Market in Palmerston

Councillor Judy Dirksen
Luke Hartung
Bob McEachern
Crystal Hartung

Minto Farmers' Market- Harriston Location: Assists with the growth and development of the Farmers' Market in Harriston

Councillor Mary-Lou Colwell
Jake Tyson
Caitlin Hall
Lena Martin
Edwin Martin
Susan Cowtan

Local Heritage Marker Committee: To develop the Local Heritage Marker Program.

Bob McEachern
Mark McKenzie
June MacDonald
Bonnie Whitehead
Megan Raftis

Palmerston Railway Heritage Museum Committee: Provides direction and key decision-making on the on-going development of the Palmerston Railway Heritage Museum.

Mayor Bridge
Councillor Mary Lou Colwell
Andrew Gowan Chair of Cultural Roundtable
Susan Welsh
Bob McEachern
Chad Martin
Wayne Martin

Drinking Water Quality Management Standards (DWQMS) Team: Meeting at a minimum annually to ensure Town compliance with Provincial Clean Water Legislation is maintained.

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

Councillor Dave Turton
Todd Rogers, QMS Rep. Compliance Co-ordinator
Wayne Metzger, Water Sewer Foreman
Gordon Duff, Treasurer
Brian Hansen, Public Works Director
Jackie Hymers, Water Clerk

Economic Development and Planning Committee: Provides advice to Council on the business retention, attraction and other community development initiatives.

Councillor Mary Lou Colwell
Councillor Jean Anderson
Councillor Ron Elliott
Jonathan Zettler
Kirk Brownell
Ryan Lipcsei
John Mock
Hope Reidt
Gerry Horst
Harold DeVries
Alison Armstrong
Kelly Schafer

Finance and Personnel Committee: Provides recommendations to Council on the policies and procedures impacting the financial activities of the Town.

All of Council, Councillor Mary-Lou Colwell (Chair)

Fire and Emergency Measures Committee: Provides recommendations to Council on policies and procedures impacting the activities of the Town Service and other emergency measures.

All of Council, Deputy Mayor Ron Faulkner (Chair)

Health Professional Recruitment Committee: Provides information and advice to Council regarding the recruitment of physicians and other health care professionals.

Deputy Mayor Ronald Faulkner

Maitland Valley Conservation Authority: Appointed to represent the Town on the Board established to govern Authority activities under the Conservation Authorities Act.

Councillor David Turton

Norgan Theatre Board: Provides information and advice to the Parks and Recreation Advisory Committee regarding policies, procedures and activities at the Norgan Theatre.

Councillor Ron Elliott
Amber Tuck
Scott Mc Fadden(Chair)
Elaine Elliott
Jane Toner
Delanie Toner
Gordon Blyth

North Wellington Health Care Board Representative: The board of directors are elected and appointed members and, working together with the hospitals senior management team, oversee the activities of both Louise Marshall Hospital and Palmerston and District Hospital.

Councillor Judy Dirksen

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

Property Standards Committee: A quasi judicial body established under the Building Code Act to consider appeals to orders issued under the Property By-law or other violations of certain Ontario Building Code requirements.

Deputy Mayor Ronald Faulkner
George Strachan
Brad Richardson
Dave Burns
Kim Mac Kenzie

Public Works Committee: Provides recommendations to Council on the policies and procedures impacting the activities of the Public Works Department including urban services (water and sewer), roads and drainage, and cemeteries.

All of Council, Councillor David Turton (Chair)

Parks and Recreation Advisory Committee (PRAC): To provide advice and information to Council on the policies, procedures and activities surrounding the Town's recreation program including facilities, programs and other community initiatives.

Councillor Ron Elliott
Councillor David Turton
Bob Mc Eachern (Palmerston)
Dorothy Grotenhuis (Township)
Bill Raynard (Clifford)
Geoff Gunson (Harriston)
Ryan Fisk (at large)

Saugeen Valley Conservation Authority: Appointed to represent the Town and Wellington North on the Board governing Authority activities under the Conservation Authorities Act.

Wellington North Councillor Steve McCabe

Municipal Representative to the Ausable Bayfield Maitland Valley Source Protection Committee: Appointed to represent the Township of Howick, Town of Minto, Township of Wellington North, Municipality of North Perth, Township of Perth East and Township of Mapleton on the Board governing Authority activities under the Conservation Authorities Act

Mark Mac Kenzie (three year term) 2015-2018

Minto Senior Advisory Committee: Provides information and advice to Parks and Recreation Advisory regarding issues related primarily to seniors within the community.

Ross Wilkie (Chair)
Jim Connell
Doug Anderson
Bob Wallace
Jean Wallace
Lyle Murray
Alieda Murray
Dodi Reid

Westario Power: Provides information to Council and represents the Town at shareholder meetings regarding the operation of Westario Power in the urban areas of the municipality.

Mayor George Bridge

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

Community Trail Committee/County Active Transportation Liaison: To provide recommendations to Council and Parks and Recreation Advisory Committee regarding initiatives to make the Town more walkable, and implementation of the County Active Transportation Plan.

Councillor Jean Anderson

Livestock Valuers and Fence Viewers: Livestock valuers assess payments to an owner of livestock killed or damaged by a dog, wolf or coyote, while fence viewers settle cost sharing disputes under the Line Fence Act

Barry Heinmiller
Gerald Koeslag
Alan Simpson

Community Gardens: Assist in the growth and development of the Harriston Community garden.

Jennifer Hall
Caitlin Hall
Andrew Gowan
Sue Bridge
Dorelene Anderson

Trees for Minto: Provide recommendations to Council to increase forest coverage in the watershed, to reduce the carbon footprint, reduce soil erosion and retain floodwaters through natural processes.

Deputy Mayor Ronald Faulkner
Councillor Judy Dirksen
Edwin Martin
Jonas Martin
Paul Martin
Melvin Steckle
Dr. Terry Fisk
Louise Heyming, Grand River Conservation Authority
Mark Van Patter, Wellington County Planner
Rob Johnson, Wellington County Tree Nursery
Erin Dolmage, Maitland Valley Conservation Authority
Bert Von Westerholt
Michael Hendricks
Paul Richard
Diane Kelly
Jared James

LaunchIT Board of Directors: Provides recommendations to Council on strategic direction and key decision-making on on-going projects and tasks related to the Incubator

Councillor Mary Lou Colwell
Glen Hall
Ryan Koeslag
Irmgard Kuersten-Kirkorian
Hope Reidt
Justin McIntosh

Other Appointments not to a Board or Committee

Dog Control Officers:

Jim Renwick
Richard John Rauwerda

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

Nuisance Trappers:

(Until October 1, 2018 with current license)
David Herman

Pound Keeper:

Harold Craig

The Corporation of the Town of Minto
By-law No. 2016-40

to authorize the Mayor and CAO Clerk to execute a lease Agreement
between the Corporation of the Town of Minto and the Murray and Jodene
Marquardt for Harriston Industrial Lands

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 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 from one approved vehicle;

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

NOW THEREFORE the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Lease 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 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

Lease Agreement

THIS AGREEMENT made as of the 1st day of June 2016

BETWEEN:

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

-and-

**[MARQUARDT, MURRAY RICHARD
MARQUARDT, JODENE 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 from one approved vehicle;

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 three (3) years, commencing on June 1, 2016 and continuing to May 31, 2019 with a proposed renewal of three additional years in accordance with the terms of the temporary use by-law, 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 June 1, 2018 for the sale of the lands but may terminate as a result of the Tenant violating any of the terms of this agreement.
- 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 \$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 as shown generally in Schedule A to this lease for the purposes of providing simulated monster truck rides in one "approved vehicle" during a period commencing the Friday prior to the long weekend in May and concluding on the Saturday of the Thanksgiving long weekend in October, except for special occasions outside that period. The Tenant shall also be permitted to plant pumpkins, corn or similar products for sale on their adjacent lands.
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 in one "approved vehicle" on the course 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 if requested to do so by the Owner.
 - (b) The one "approved vehicle" permitted to give rides shall be modified at the Tenant's sole expense to prevent speeds exceeding 10 miles per hour and shall have suitable exhaust to pass applicable emissions requirements of the Province of Ontario and to ensure any noise from the engine is not likely to disturb the inhabitants in the area as determined by the Owner.
 - (c) 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 for a temporary use approved by Council of the Town of Minto.
 - (d) The Tenant shall ensure the use of the lands does not create any dust, noise, odour or vibration likely to disturb people in the area or the use of any other property, such shall be determined solely by the owner based on the level of noise that might be likely to disturb inhabitants in the area.

- (e) 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.
 - (f) The Tenant shall not be permitted any additional monster trucks of any kind on the subject lands or the Town lands including but not limited to monster truck displays, rallies, or other such activities which shall not be permitted on-site.
- 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 has breached the requirements of Section 8 the Owner shall require the Tenant to immediately cease providing rides on the said lands until the Owner has at its sole discretion determined that a sufficient remedy has been found so that noise, dust, odour or vibration are not likely to disturb inhabitants in the area.
 - (e) 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 N0G 1Z0
 Attention: C.A.O. Clerk

to the Tenant at: Marquardt, Murray and Jodene
 RR#4 Harriston ON N0G 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) During period the tenant is using the lands, "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, one 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:

Date:

Name:

Title:

Name:

Date:

Name:

Title:

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

**THE CORPORATION OF THE TOWN OF
MINTO**

George Bridge, Mayor

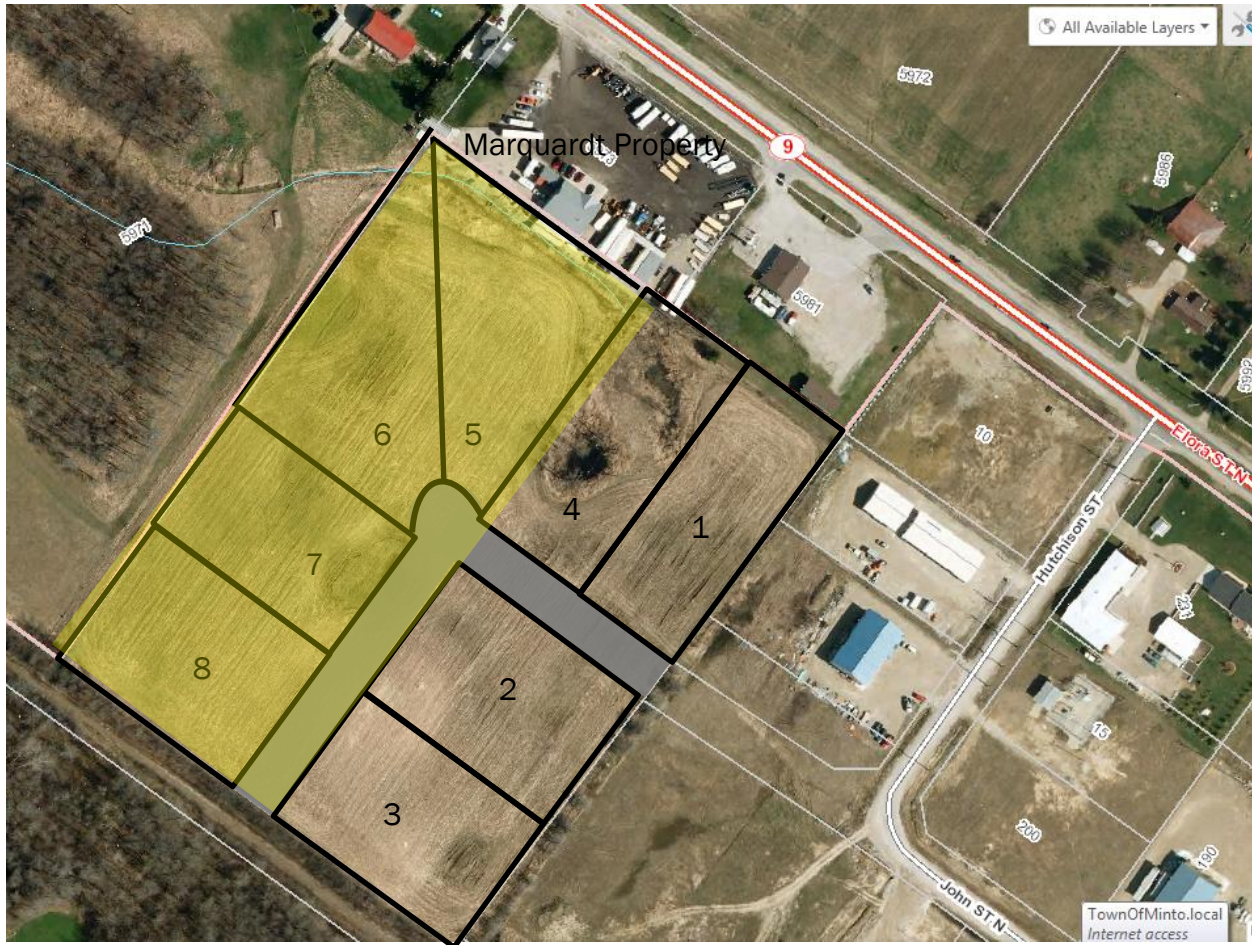
Bill White, Clerk

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.



The Corporation of the Town of Minto
By-law No. 2016-41

to authorize the Mayor and CAO Clerk to execute an Encroachment Agreement between the Corporation of the Town of Minto and the County of Wellington, 265 Bell Street

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 Owner of the Palmerston Library property located at 265 Bell Street at the corner of Bell Street and James Street, Town of Minto (former Town of Palmerston), County of Wellington wishes to confirm long term maintenance responsibilities with the Town for the front access to the library and the cenotaph lands;

AND WHEREAS the Town is the owner of Bell Street, in the said Town of Minto (former Town of Palmerston), County of Wellington (hereinafter called the "Town lands") and wishes to facilitate the Owner's development and maintenance of the Library and cenotaph lands;

AND WHEREAS the Owner and the Town are entering into this Agreement to recognize the encroachment of certain landscaping and underground servicing features into Bell Street for the purposes of servicing the access to the Palmerston Library (the "Encroachment").

AND WHEREAS the Parties wish to provide for the conveyance of the cenotaph east of the Library to the Town along with maintenance and capital replacement responsibilities.

AND WHEREAS the Town agrees to grant such permission for certain encroachments and the Owner is prepared to transfer the cenotaph to the Town upon the terms and conditions set out in the Agreement attached hereto as Schedule A forming 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 Encroachment 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 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THIS AGREEMENT made as of the day of , 2016

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON,
(hereinafter called “the Owner”)

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF MINTO
(hereinafter called the “Town”)

OF THE SECOND PART

WHEREAS the Owner of the Palmerston Library property located at 265 Bell Street at the corner of Bell Street and James Street, Town of Minto (former Town of Palmerston), County of Wellington wishes to confirm long term maintenance responsibilities with the Town for the front access to the library and the cenotaph lands;

AND WHEREAS the Town is the owner of Bell Street, in the said Town of Minto (former Town of Palmerston), County of Wellington (hereinafter called the “Town lands”) and wishes to facilitate the Owner’s development and maintenance of the Library and cenotaph lands;

AND WHEREAS the Owner and the Town are entering into this Agreement to recognize the encroachment of certain landscaping and underground servicing features into Bell Street for the purposes of servicing the access to the Palmerston Library (the “Encroachment”).

AND WHEREAS the Parties wish to provide for the conveyance of the cenotaph east of the Library to the Town along with maintenance and capital replacement responsibilities.

AND WHEREAS the Town agrees to grant such permission for certain encroachments and the Owner is prepared to transfer the cenotaph to the Town upon the following terms and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT IN WITNESS THAT the Parties hereby undertake and agree as follows:

1. The Town hereby grants for a term of twenty (20) years from the date of execution of this Agreement to the Owner the authority to continue the Encroachment onto the Town lands in accordance with the terms herein set out.
2. The Encroachment by the Owner shall be permitted by the Town but shall be deemed to be with the license of the Town with the intent that the Owner shall not acquire an easement or any other rights in relation to the Encroachment.
3. The Owner agrees to maintain the County’s encroachment into the Bell Street Road Allowance (Part 3, Plan 61R-20753) consisting of landscaping planting bed, precast concrete pavers, concrete sidewalk and hydronic snow and ice melt system in good order and repair at all times for so long as the Owner retains the property for the Palmerston Library including removing snow on the landscaped area leading to the Library, and to advise any subsequent owner that the noted encroachment is to be removed within two years, or upon the sale or redevelopment of the lands for a purpose other than a County Library, whichever is the later.
4. The Owner agrees to pay all legal costs respecting preparation and review of this agreement, and agrees to the registration of this agreement against the title of the lands if required by the Town and to disclose the requirements of this agreement to any subsequent Owner of the subject lands.
5. The Owner shall comply with the Town’s requirements with regard to installation of any features pertaining to the Palmerston Library and to advise any subsequent owner of the lands that access to the proposed lot must be installed in accordance with the requirements of the Town.
6. The Owner shall remove the said encroachment upon ten (10) business days written notice if, in the opinion of the Town, it constitutes a danger to the public, or upon thirty (30) business days written notice for any other reason, provided that if the Owner fails to remove the said

encroachment the Town may do so and the expense of such removal shall be paid by the Owner forthwith on demand.

7. The Owner agrees to restore the highway right-of-way(s) to the condition of the surrounding area at their own expense upon the removal of the encroachment and provided that the Owner fails to restore as aforesaid, the Town may enter upon the said lands and premises of the Owner and restore the lands encroached upon and the expenses of such restoration shall be paid by the Owner forthwith on demand.
8. The Owner agrees to comply with all other municipal codes and requirements of the Town and other applicable agencies as may be required during the processing of this matter.
9. The Town agrees to maintain the roadway, curb, municipal sidewalk and underground services in front of the Palmerston Library within the Bell Street and James Street Road Allowance in good order and repair including removing snow on the roadway and plowing a 1.5 metre strip of sidewalk across and in front of the Library property.
10. In the event the Town must enter on the lands subject to this encroachment (Part 3, Plan 61R-20753) to conduct repairs to its infrastructure on Bell Street or James Street and the said repairs result in any of the Owner's landscaping and hydronic snow and ice melt system being damaged or in need of removal the Town agrees to do so at its sole expense.
11. The Owner agrees to indemnify and save harmless the Town from and against all loss, costs or damages which it may suffer or be put to and from and against all claims or actions which may be made or brought against the Town by reason of the said encroachment, its construction, existence, repair or resulting therefrom in any way whatsoever.
12. The Parties hereby mutually agree to indemnify, save harmless and mutually release each other from any and all liabilities, suits, claims and demands (whether for property damage or for personal injury or death), with respect to their independent use of the lands (Part 3, Plan 61R-20753) inasmuch as the Town shall not hold the Owner responsible for any claim arising from the normal use of Bell Street road allowance and associated municipal services, and the Owner shall not hold the Town responsible for any claim arising from the Owner's use of the lands (Part 3, Plan 61R-20753) as an entrance associated with the Palmerston Library.
13. The Parties hereby agree to maintain suitable liability insurance with respect to its various operations on the subject lands, and that the County names the Town as an additional insured as it pertains to the encroachment described herein on Part 3 Plan 61R-20753 of the Bell Street Road Allowance.
14. Upon expiration of this Agreement, and at the written request of the Owner, this Agreement may be renewed at the discretion of the Town for an additional term of twenty (20) years and may be renewed from time to time for terms not exceeding twenty (20) years at the discretion of the Town.
15. As a consequence of this agreement the Owner agrees to transfer to the Town at a nominal fee, free of any encumbrances Part 2 Plan 61R-20753 which is the Palmerston cenotaph which shall be maintained by the Town as such in perpetuity, and further the Owner agrees to cover all legal costs associated with said transfer.

16. All notices shall be given to the following parties:
- | | |
|-----------------------------|------------------------|
| Owner: County of Wellington | Town of Minto |
| 74 Woolwich Street | 5941 Highway 89 |
| Guelph, ON, N1H 3T9 | Harriston, ON, N0G 1Z0 |

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

The Corporation of the County of Wellington

George Bridge
Warden

Donna Bryce
Clerk

We have authority to bind the Corporation of the County of Wellington.

The Corporation of the Town of Minto

George Bridge
Mayor

Bill White
CAO/Clerk

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

The Corporation of the Town of Minto
By-law No. 2016-42

to authorize the Mayor and CAO Clerk to Execute an Amending
Development Agreement between The Corporation of the Town of Minto
and Wellingdale Construction Ltd.,

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 Minto and the Owner entered into a Development Agreement dated the 2nd day of May 2012 regarding, among other things, the development of certain lots in the Town of Minto, Ontario known as Parts 1 through 11 in Reference Plan 61R-11808 which area lots on Lorne Street between John Street and Margaret Street;

AND WHEREAS much of the work on Lorne Street between John Street and Margaret Street is complete except however certain works to be identified and completed pursuant to this amending agreement;

AND WHEREAS Minto and the Owner wish to amend the May 2, 2012 Development Agreement to provide for the installation of water, sanitary sewer, roadway, drainage and other applicable services approximately 86 metres northeasterly which will constitute an extension of Lorne Street once dedicated to the Town of Minto as hereinafter provided;

AND WHEREAS the Owner wishes to comply with all applicable requirements of conditions of severance for files B23, 24, 25, 26 and 27 of 2015 pertaining to creating five severed lots fronting on the said future Lorne Street extension and one retained lot with access to a future extension of John Street from Lorne Street South;

NOW THEREFORE the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Agreement attached hereto as Schedule "A".
2. That Schedule "A" of By-law 2012-17 is hereby amended
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 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

**AMENDMENT TO THE DEVELOPMENT AGREEMENT (hereinafter called the
“Amending Agreement”)**

THIS AGREEMENT made as of the 17 day of May, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
hereinafter called the “Minto” of the FIRST PART;

-and-

WELLINGDALE CONSTRUCTION LTD
hereinafter called the “Owner” of the SECOND PART;

WHEREAS Minto and the Owner entered into a Development Agreement dated the 2nd day of May 2012 regarding, among other things, the development of certain lots in the Town of Minto, Ontario known as Parts 1 through 11 in Reference Plan 61R-11808 which area lots on Lorne Street between John Street and Margaret Street;

AND WHEREAS much of the work on Lorne Street between John Street and Margaret Street is complete except however certain works to be identified and completed pursuant to this amending agreement;

AND WHEREAS Minto and the Owner wish to amend the May 2, 2012 Development Agreement to provide for the installation of water, sanitary sewer, roadway, drainage and other applicable services approximately 86 metres northeasterly which will constitute an extension of Lorne Street once dedicated to the Town of Minto as hereinafter provided;

AND WHEREAS the Owner wishes to comply with all applicable requirements of conditions of severance for files B23, 24, 25, 26 and 27 of 2015 pertaining to creating five severed lots fronting on the said future Lorne Street extension and one retained lot with access to a future extension of John Street from Lorne Street south;

NOW THEREFORE IN CONSIDERATION of the requirements of this Amending Agreement, the parties agree as follows:

1. It is hereby understood and agreed between the parties hereto that the following changes shall be made to the Development Agreement dated May 2, 2012, as amended. Except for such changes noted below, all other terms and conditions in the development agreement and its Schedules shall remain as stated therein.

2. The preamble to the Development Agreement is hereby amended as follows:

a) To add the following third paragraph to Part A.

“And Park Lot F and Part of Park Lot E Preston’s (88-D Minto) Survey known as Parts 1, 2, 3, 4, 5 and 6 Reference Plan 61R-_____.”

b) To add the following to the end of Part B

“and to sever the lands described in paragraph three in Part A into five (5) additional residential building lots and one retained lot under applications B23/15, B24/15, B25/11, B26/15 and B27/15”

c) To add the following to the end of Part C

“and provisional consent to each of the applications known as B23 through 27 of 2015 was granted and conditions are to be met by June 17, 2016.

d) To add the following to the end of Part D

“which are the consents granted in 2012 as well as to address conditions 5, 6, 7, 12, and 13 of files as B23 through 27 of 2015.”

3. Subsection 3.1.1 change the word “Services” to the word “Works” and add the following at the end of the sentence:

“including the lands added to the original development agreement south of Lorne Street between John Street and the future extension of Webb Street.”

4. Subsection 3.3 is hereby amended by replacing the firm “Triton Engineering Services” with the firm “B.M. Ross Engineering”

5. That Subsection 3.7 is amended by adding the following to the end:

“Prior to issuing a building permit for any of the lots fronting on Lorne Street created pursuant to this development or the previous agreement dated May 2, 2012, the Owner shall provide a site specific lot grading and drainage plan demonstrating that the home to be constructed complies with the overall master grading and drainage plan required by this agreement, as amended.

In addition to the requirements in this section, in order to fulfil condition 12 of consent files B23 through 27 of 2015 requiring a topographic survey to be prepared by a land surveyor **for existing and proposed lots on Lorne Street for which an emergency access is required**, the Owner agrees to provide said topographic survey to the Maitland Valley Conservation Authority for approval as a condition of and prior to receiving a building permit for any of the lots fronting on Lorne Street subject of said consent files B23 through 27 of 2015.”

6. Subsection 3.8 is amended by adding the following to the end of the sentence:

“such deficiencies to include any and all work remaining on any phase of development related to previous applications for severance by the Owner on the subject lands or any adjacent lands for which an agreement was executed with the Town. The Owner further agrees to provide through his consulting engineer a written deficiency list of remaining works required under the May 2, 2012 development agreement and any previously signed agreement between the parties. ”

7. Subsection 3.9 is amended by adding:

“3.9.8 The provisions and requirements of Section 3.9 shall apply to the current extension of Lorne Street +-86 metres northeasterly as well as all previous phases of development for which a completion certificate may not yet have been issued.”

8. Section 3.11 is amended by changing the words “\$49,081.55 based on the estimated cost of works provided by Triton Engineering dated March 2012” with the words “\$_____ based on the estimated cost of works provided by BM Ross dated May 2016.”, and adding the following to the end of said section:

3.11.2 The Parties acknowledged the \$49,081.55 security provided in the development agreement dated May 2, 2012 may be reduced to a maintenance amount upon submitting a request in writing to the Director for the Town.

9. Section 3.12 is amended by adding the following words to the end of the sentence “for the extension of Lorne Street +- 86 metres northeasterly from John Street and any other phases of development for which the warranty period has not yet commenced”

10. That the following be added to the end of Section 3.16

“Prior to the release of this agreement or any previous agreement for which security is retained the Owner shall convey to Minto Part 6 Reference Plan 61R-_____ as well as any applicable easements related to the extension of Lorne Street +-86 metres

northeasterly from John Street as may be required. **Part 6 Plan 61R-_____ shall be retained by the Town for future roadway but shall not be dedicated as a public street or used as access to any of the lands abutting Part 6 until arrangements acceptable to the Town have been made to provide for servicing.**

In addition the Owner shall convey to Minto free of any encumbrances the following:

- a) a minimum 20 metre wide future roadway from the intersection of Ann Street and Elora Street south westerly to what would be the extension of Webb Street, and
- b) a minimum 20 metre wide future roadway to constitute the extension of Webb Street adjacent to Part 1 Reference Plan 61R-_____ and the northeasterly edge of the retained lot. Such conveyances provided for in parts 3.16 a) and b) to occur prior to any further development or road extensions being permitted by Minto except those provided for under this agreement.

- c) With respect to the back 20 metres of lands at 228 and 238 Elora Street which are private lands required to complete the extension of Webb Street, Minto agrees to support the Owner’s efforts to acquire said lands and convey to Minto in order complete the Webb Street road allowance. This includes ensuring the owners’ of 228 and 238 Elora Street will not be permitted to create lots by severance, or redevelop their lands without conveying the required property to complete the Webb Street road allowance, or paying their fair share of costs incurred by the Owner to secure the said lands on behalf of the Town.

10. That the amount of “\$1,000” in Section 3.21 be changed to “\$2,500”

11. That the following be added to the end of Section 3.22:

“and any other such sidewalks provided for in the engineered design for the lands subject of this agreement.”

12. That the table of estimated costs for Lorne Street John to Margaret Street dated March 2012 be removed and replaced with an estimated cost to complete the extension of services +- 86 metres northeasterly from John Street as prepared by the Owner’s consulting engineer.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

WELLINGDALE CONSTRUCTION LTD

Per: _____
Name: _____

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Name: George A. Bridge, Mayor

Per: _____
Name: Bill White, C.A.O. Clerk

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

Lorne Street West Extension (John Street to east of John Street) Date: May 19, 2016
Wellingdale Construction Development
Town of Minto

Opinion of Probable Cost (for development securities purposes only)

Road Work

Item	Quantity	Unit	Unit Price	Amount
Earth excavation (grading)	500	cu.m.	\$16.00	\$8,000.00
Water	74	cu.m.	\$8.00	\$592.00
Calcium chloride	0.8	t	\$1,100.00	\$880.00
Granular "A" (150mm)	450	t	\$15.00	\$6,750.00
Granular "B" (450mm)	1160	t	\$12.00	\$13,920.00
Granular Fill	740	t	\$12.00	\$8,880.00
Hot mix HL4 (50mm)	122	t	\$125.00	\$15,250.00
Hot mix HL3 (40mm)	100	t	\$135.00	\$13,500.00
Tack Coat	868	sq.m.	\$1.00	\$868.00
Hot mix miscellaneous	65	sq.m.	\$30.00	\$1,950.00
Removal of bituminous pavement	65	sq.m.	\$10.00	\$650.00
Adjust exist. Manholes/catchbasins	3	ea.	\$500.00	\$1,500.00
Supply MH/CB frames and grates	4	ea.	\$500.00	\$2,000.00
Remove curb and gutter	13	m	\$10.00	\$130.00
Concrete curb and gutter	137	m	\$50.00	\$6,850.00
Concrete sidewalk	100	sq.m.	\$50.00	\$5,000.00
Topsoil	962	sq.m.	\$7.00	\$6,734.00
Sod	476	sq.m.	\$6.50	\$3,094.00
Seed and mulch	486	sq.m.	\$1.50	\$729.00
Subtotal				\$97,277.00

Storm Sewer

Item	Quantity	Unit	Unit Price	Amount
300mm dia. storm sewer	17	m	\$175.00	\$2,975.00
375mm dia. storm sewer	13	m	\$200.00	\$2,600.00
600mm dia. storm sewer	82	m	\$275.00	\$22,550.00
600 x 600mm catchbasin	2	ea.	\$1,800.00	\$3,600.00
600 x 1200mm ditch inlet	1	ea.	\$3,500.00	\$3,500.00
1500 mm dia. manhole	1	ea.	\$5,000.00	\$5,000.00
150mm dia. perforated subdrain	83	m	\$25.00	\$2,075.00
Subtotal				\$42,300.00

Sanitary Sewer

Item	Quantity	Unit	Unit Price	Amount
200mm dia. P.V.C. SDR35	76	m	\$225.00	\$17,100.00
1200 mm dia. manhole	1	ea.	\$4,500.00	\$4,500.00
125 mm dia. sanitary services	50	m	\$150.00	\$7,500.00
Sanitary service cleanout	5	ea.	\$250.00	\$1,250.00
Subtotal				\$30,350.00

Watermain

Item	Quantity	Unit	Unit Price	Amount
150mm dia. PVC DR18	98	m	\$150.00	\$14,700.00
150mm gate valve	3	ea.	\$1,200.00	\$3,600.00
150x150x150 tee	1	ea.	\$600.00	\$600.00
150x150 cross	1	ea.	\$700.00	\$700.00
150mm dia. cap	1	ea.	\$250.00	\$250.00
150mm dia. plug	1	ea.	\$250.00	\$250.00
Fire hydrant	1	ea.	\$4,000.00	\$4,000.00
Connection to existing	1	ea.	\$2,500.00	\$2,500.00
25mm dia. main stop	5	ea.	\$175.00	\$875.00
25mm dia. curb stop	5	ea.	\$300.00	\$1,500.00
25mm dia. saddle	5	ea.	\$175.00	\$875.00
25mm dia. tubing	35	m	\$125.00	\$4,375.00
Swabbing, disinfection, etc.	1	L.S.	\$2,500.00	\$2,500.00
Subtotal				\$36,725.00

Miscellaneous Items

Item	Quantity	Unit	Unit Price	Amount
Traffic Control	1	L.S.	\$1,500.00	\$1,500.00
Material and Compaction testing	1	L.S.	\$5,000.00	\$5,000.00
Subtotal				\$6,500.00

Summary

Road Construction	\$97,277.00
Storm Sewer	\$42,300.00
Sanitary Sewer	\$30,350.00
Watermain	\$36,725.00
Miscellaneous Items	\$6,500.00
Subtotal	\$213,152.00
Lump Sum to cover all other requirements (1.75%)	\$3,730.16
Subtotal	\$216,882.16
Bonding and Insurance (3%)	\$6,506.46
Subtotal	\$223,388.62
Contingency (10%)	\$22,338.86
Total Construction	\$245,727.48

Engineering

Finalize design, tendering, construction review and contract administration (12%)	\$29,487.30
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Total Construction and Engineering

Total	\$275,214.78
H.S.T. (13%)	\$35,777.92
Total	\$310,992.70

Notes:

1. Assuming Type 2 soil conditions.
- 2. Excludes electrical and street lighting.**
3. Excludes legal survey.
4. Excludes utilities installation (Bell, Wightmans, Union Gas, etc.).
- 5. Excludes Geotechnical Investigation, if required by the Town**
6. Assuming granular backfill for storm sewer and native backfill for sanitary sewer and watermain.
7. Prices based on, generally, virgin land for the road extension but relatively small quantities.
8. Traffic control assumes Town will allow road closure including the Lorne/John intersection.

The Corporation of the Town of Minto
By-Law No. 2016-43

to Authorize the Execution of a Site Plan Agreement
with Richard Molenaar to permit a four unit building
on Lot 268 Clifford Plan, Ann Street North

WHEREAS the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under Section 9 of the *Municipal Act*, S.O. 2001, c.25;

AND WHEREAS the Corporation of the Town of Minto approved a site plan subject to execution of a site plan agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P.13; Richard Molenaar to permit construction of a four unit residential building on Lot 268 Clifford Plan, Ann Street North Clifford;

AND WHEREAS the parties hereto have agreed upon the terms as set out in the attached Site Plan Agreement, in substantially the same form affixed hereto as Schedule “A” to this By-law;

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 and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and for Richard Molenaar attached as Schedule “A” to this By-law.
2. That the Site Plan Agreement shall apply to lands in Clifford legally described as Lot 268 PL Village of Clifford.
3. That this By-law shall come into force and effect on the date of its passing thereof.
4. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 08th DAY OF JUNE, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

MOLENAAR, RICHARD

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

- WHEREAS the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";*
- AND WHEREAS the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;*
- AND WHEREAS the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;*
- AND WHEREAS the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";*
- AND WHEREAS the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions;*
- AND WHEREAS the Town provided approval of the Owner's Application subject to the Owner entering into an Agreement as permitted by subsection 41(7) of the Planning Act, R.S.O.1990 c.P.13;*
- AND WHEREAS the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;*

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of plans by the Town for the development of the subject lands and the sum of ONE (\$1.00) DOLLAR, the receipt of which hereby admitted, the Owner hereby agrees with the Town as follows:

PART A - GENERAL PROVISIONS

1. The parties to this Agreement hereby agree that:
- i) the Owner as herein stated is the registered owner of the lands described in Schedule "A" to this Agreement; and
 - ii) the lands affected by this Agreement are as described in Schedule "A" to this Agreement, hereinafter called the "subject lands"; and
 - iii) this Agreement shall apply to and be binding upon all successors in title to the Owner.
2. The Owner for himself/herself and all successors in title hereby releases

the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this Agreement.

3. The Owner consents to the Town at its sole expense and discretion to register this Agreement in the Registry Office for the County of Wellington against the "subject lands".
4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
5. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any Administrative Tribunal, the Parties' right to enter and enforce this Agreement. The Law of Contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the Planning Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each Party to the other and they are not severable. This provision may be pleaded by either Party in any action or proceeding as an estoppel of any denial of such right.
6. The Town's CAO/Clerk at his/her sole discretion may agree to minor variations to provisions of this Agreement, and such minor variations shall not constitute an amendment to this Agreement.
7. The clauses of this Agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
8. Nothing in this Agreement shall relieve the Owner from complying with all applicable municipal by-laws and requirements, including the requirement for building permits.
 - (i) Building Permits: The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the subject lands.
 - (ii) Occupancy: The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until sufficient required works under this agreement have been completed in accordance with the requirements of the Ontario Building Code, the Zoning By-law and any other municipal By-laws, including testing and approval of the internal water distribution and sanitary sewer collection to ensure operation in accordance with conditions established by the Town.
 - (iii) In the event that a building or part thereof is occupied otherwise and in accordance with the provisions of clause 8(ii), the Owner covenants and agrees that the Town shall be entitled to obtain an Order from a Court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such Application on the part of the Town.

9. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this Agreement.

PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

10. The Owner agrees to undertake development of the "subject lands", at his/her sole expense, in conformity with the site plan described in Schedule "B" attached hereto, which shall hereinafter be referred to as the "approved site plan".

The Owner covenants and agrees that no work shall be undertaken or performed on the subject lands except in accordance with the terms of this Agreement (including the Schedules attached hereto), the approved Site Plan, and all other plans and specifications submitted to and accepted by the Town, and by such other agencies or approval authorities as may be applicable including, without limiting the generality of the foregoing, the County of Wellington and the applicable Conservation Authority.

11. The Owner agrees to provide, install or otherwise abide by, at his/her sole expense, the "site development requirements" as detailed in Schedule "C" attached hereto.

12. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this Agreement, the Town shall issue a "Certificate of Compliance".

- (b) "Certificate of Compliance" shall mean a statement of the Town as to the substantial completion of the works, matters and facilities required by this Agreement and shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the "subject lands".

13. (a) Unless otherwise agreed to by the Town, prior to obtaining a building permit or proceeding with any work in support of the approved development, the Owner agrees to provide a security (hereinafter called the "security") to the Town in the amount as detailed in Schedule "C" attached hereto by way of cash or a letter of credit in a form acceptable to the Town (see Schedule "E" to this Agreement for sample letter of credit) which shall have an initial expiry date no sooner than the date as detailed in Schedule "C" hereof, to ensure the provision of all matters and facilities required pursuant to this Agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a "certificate of compliance", unless the Town exercises its rights under clauses 14 or 15 of Part "B" of this Agreement, in which case the "security" shall be drawn upon by the Town to the extent necessary to secure conformity with this agreement.

- (b) In accordance with the standard policies of the Town, the Owner agrees to pay the cost of those works described in Schedule "D" attached hereto, which are works to be done by the Town, or its contractors.

14. (a) Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided, maintained or used by the Owner in accordance with this Agreement, or where the Owner does not otherwise abide by the requirements of this Agreement including clause 8(ii), the "security" may be drawn on by the Town to the extent necessary to ensure compliance with this

agreement, and a "certificate of compliance" shall not be issued until such matters have been brought into conformity with this Agreement.

- (b) The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the Town deems necessary at its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.
 - (c) The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this Agreement.
- 15. The Owner agrees that the "security" may be used to rebuild or repair any public facilities damaged or altered during development of the "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Public Works Director and the Owner shall pay all costs of such reconstruction or repair.
- 16. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a "certificate of compliance" will not be issued until such work necessary to complete the development is done, and that until a "certificate of compliance" has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
- 17. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
- 18. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of the approved site plan described by Schedule "B" and with Schedule "C" (site development requirements), and all other requirements pursuant to this Agreement, and all repair or maintenance shall conform with the requirements of this Agreement as it applied to the original development.
- 19. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.
- 20.
 - (a) The Owner agrees that at his sole expense, all parking areas provided on the "subject lands" shall be maintained clear of snow reasonably in all circumstances so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of usable parking spaces below the minimum number of spaces required by the Town's zoning by-law.
 - (b) The Owner agrees not to store snow on the "subject lands" or municipal road allowances such that it blocks visibility adjacent to a street or drainage facilities or where adequate drainage facilities are not provided

or where melt-water would adversely affect an abutting property.

21. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Town owned road allowances abutting the "subject lands".

PART C - OTHER PROVISIONS

22. Definitions for terms which may be used in this Agreement shall be as follows:
- (1) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.
 - (2) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.
 - (3) "Parking Area" shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including manoeuvring aisles and other space necessarily incidental to the parking of vehicles, and may include areas of Landscaped Open Space.
 - (4) "Natural Open Space" shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area. Natural Open Space areas shall be kept clear of all weeds and natural growth which is prohibited by Town by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.
23. (a) During development of the "subject lands", the Owner shall:
- i) abide by those provisions of Schedule "C" to this Agreement relating to erosion and sediment control; and
 - ii) install and maintain at his/her sole expense all necessary erosion control works and structures (ie. sediment traps, silt fence, check dams, etc.) required by the Town's Public Works Director or the Chief Building Official from time to time to minimize erosion on and off the subject lands.
- (b) Should the Owner be in default of any requirement under Clause 23 (a) of this Agreement, the provisions of Clause 14 (b) shall apply, except that in an emergency situation where the potential of damage to any lands is deemed by the Public Works Director to be imminent, the thirty (30) day notice shall not be required, and the Town shall have the right of entry immediately after providing the Owner with notice.
24. The Owner agrees to obtain all required approvals from the County of Wellington where the lands described by Schedule "A" to this agreement are located on or require access to any road under the jurisdiction of the County of Wellington, and that the Town will not release the terms of this agreement, or any security required thereto, where approvals from the County of Wellington have not been obtained by the Owner.

25. In the event of transfer of ownership of the subject lands, the Town will not return any Letter of Credit or security required under this agreement until such time as the new Owner files with the Town a replacement security in a form satisfactory to the Town. Pending the provision of a replacement security the Town may use the security filed pursuant to this agreement for any purpose set out herein.
26. The Owner covenants and agrees that a General Comprehensive Liability Insurance Policy in the amount of not less than Five Million Dollars is in place and that the Town is indemnified under the said policy for any loss arising from claims or damages, injuries or otherwise in connection with work done by or on behalf of the Owner. The Town shall be named as an additional insured within the said insurance policy. The Owner shall maintain such overage throughout the course of the development and shall supply a certificate of insurance as proof of coverage upon demand of the Town.
27. Failure of the Town at any time to require performance by the Owner of any obligation under the Agreement shall in no way affect the Town's rights thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation be taken or held to be a waiver of performance of the same, or any other obligation under the Agreement, and the Town shall specifically retain its right at law to enforce the Agreement.

IN WITNESS WHEREOF the parties have duly executed this agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor

Per:

Clerk

MOLENAAR, RICHARD.

Per:

<name>
Authorized Signing Officer

Per:

<name>
Authorized Signing Officer

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Minto, County of Wellington, Province of Ontario, and composed of Lot 268 PL Village of Clifford, Clifford: Minto.

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plan" shall be the following plans referred to thereon as the "approved site plan" as indicated by the signature of the CAO/Clerk for the Town of Minto, and on file in the Town office:

- a) Grading and Site Sketch Prepared by BSR & D, Ontario Land Surveyors and Rural Planners, dated _____
- b) Drafting and Design prepared by Vanderwoerd DRAFTING & Design, dated April 28, 2016

SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. Completion Date

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be June 1, 2017.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$3,500 (amount) to this Agreement.

The security includes \$3,500 submitted at the time of site plan approval for legal and engineering costs related to processing this development. This amount shall be retained by the Town as a deposit for legal, engineering and planning related costs which shall be deducted from this amount, the balance of which after such costs shall be refunded upon substantial completion of the project.

Where works required by this Agreement have not been completed, and where the Owner has not provided to the Town other security acceptable to the Town, the Town may use such security to secure completion of the said works, and the Town shall maintain such security until completion of the works in accordance with the terms of this Agreement.

3. Erosion and Sediment Control

a) If required by the Town Public Works Director or the Town's Chief Building Official, the Owner shall prepare and submit an Erosion Control Plan acceptable to the Town Public Works Director to be adhered to during development of the "subject lands", which plan shall include an acceptable maintenance schedule and starting and completion dates.

b) To minimize erosion problems, the Owner shall schedule construction such that:

- i) all activities on the site be conducted in a logical sequence to minimize the area of bare soil exposed at one time;
- ii) soil stockpiles be located away from watercourses and stabilized against erosion as soon as possible; soil stockpiles remaining longer than 30 days should be stabilized by mulching, vegetative cover, tarps or other means, whereas soil stockpiles intended to remain for less than 30 days can be controlled by filter fence barriers around the pile or acceptable equivalent;
- iii) construction vehicles leave the site at a designated point(s) provided with a rock or gravel mat to minimize the amount of mud tracking off-site; a temporary vehicle wash down facility may be required for truck wheels;
- iv) where work is suspended, temporary drainage and erosion control works should be undertaken to minimize erosion, to include steel plates placed over catch basins, sediment traps and silt fences, and sediment storage areas, to ensure sediment and debris do not enter the municipal sewer system on nearby creek or flood adjacent properties;
- v) all temporary and permanent detention works and facilities be constructed prior to installation of any services on the site or commencement of earth moving operations;
- vi) all disturbed areas be properly stabilized as soon as possible, and if areas are to remain disturbed through the winter, such areas shall be seeded and mulched or sodded as determined by the Public Works Director.

c) During the construction period, the Owner shall employ the following "good housekeeping" practices regardless of the soil erodibility and any other erosion and sediment control measures undertaken:

- i) All catchbasins should be provided with sumps which should be inspected and cleaned frequently;

- ii) At the downstream end of the "subject lands", the last manhole on the storm sewer should have a sump which will retain any large debris, which can be cleaned out and filled in with concrete at the end of the project;
- iii) Small weirs should be built into the pipes at manholes on the "subject lands" that are near the outlet for the site drainage, to provide impounding within the minor system and encourage settlement of the sediment being transported; care should be taken when removing the weirs that the sediment is not washed into the Town's system;
- iv) Once the catchbasins have been installed and connected to the minor system, the basins in rear yards, ditches and low activity areas, should be buffered using straw bales on the upstream side (for street catchbasins and high activity areas, the straw bales will not provide adequate protection);
- v) All concentrated or channelized discharges of water off-site must be treated by appropriate erosion and siltation control measures when such water passes through disturbed areas;
- vi) A site supervisor must be designated by the Owner to ensure the approved Erosion Control Plan measures (when such plan is required by the Town) are implemented in a timely and effective manner, who shall conduct inspections of the subject lands on a regular basis and after significant storm events to ensure the components of the Erosion Control Plan are functioning properly, and who shall maintain a work log to record dates and a description of the work activities and site inspections.

4. Completion of Adjoining Town Lands

The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town's Public Works Director all lands lying between the "subject lands" and any and all abutting streets, excluding those works which are detailed in Schedule "D" which are works to be undertaken by the Town, which, without limiting the generality of the foregoing shall include the following works required to be completed by the Owner in accordance with the "approved site plan":

- i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed;
- ii) installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Town's Engineer;
- iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.

5. Grading and Drainage

The Owner agrees to prepare a grading and a drainage plan acceptable to the Public Works Director and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Town's Public Works Director. The onsite drainage infrastructure shall installed at the sole cost of the owner, which includes the connection from the onsite catchbasin to the municipal storm sewer.

6. Lighting

The Owner agrees that any lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties or so controlled in intensity so as to prevent glare on adjacent streets and properties.

7. Directional Signage

The Owner, upon request by the Town, shall prepare and submit for approval to the Town's Public Works Director and Fire Chief a signage plan, and the Owner agrees to install all signage pursuant to the approved signage plan.

8. Temporary Fencing
 - (a) The Owner shall install temporary construction fencing on the "subject lands" in accordance with sound construction practice and in accordance with the requirements of the Public Works Director or the Town's Chief Building Official, acting reasonably, from the time of commencement of construction to the time of completion of the construction, to secure the site and to provide protection to the general public.
 - (b) The Owner agrees to install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Public Works Director in this regard, acting reasonably.
9. Fire Routes

The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Town's Fire Fighting equipment.
10. Landscaping

The Owner agrees to provide all landscaping, including any fencing, curbing, sidewalks, plantings (trees and shrubs), ground cover, and the like, as shown on the "approved site plan" or a landscape plan to be approved by the Public Works Director to the specifications and requirements as indicated thereon and to the satisfaction of the Town's Chief Building Official, acting reasonably.
11. Building Accessibility

The Owner agrees that the site and building shall be designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.
12. Parking Lot Finishing

The Owner agrees that all parking areas and driveways shall be surfaced with asphalt or cement, and all parking stalls shall be visually identified by line painting as shown on the "approved site plan".
13. Servicing

The Owner agrees to abide by the requirements of the Town's Public Works Director and the Town's Fire Chief respecting the provision of municipal services to the site including but not limited to municipal water, sanitary sewer, storm sewer, transit, roadway. The Owner and the Town agree to negotiate appropriate costs to be paid by the developer for said services in support of the development indicated on the "approved site plan".
14. Road Widening

The Owner agrees to convey in fee simple and free from encumbrances any land which may be required by the Town for the purpose road widening and for the purpose of establishing a one foot reserve across that portion of the frontage of real properties herein no required for an entrance or exit, in order to ensure proper ingress and egress from the subject lands in accordance with the "approved site plan".
15. Solid Waste and Recycling

The Owner agrees to comply with the County's requirements respecting the disposal of solid waste and the recovery of recyclable materials, and to provide all required facilities indicated on the "approved site plan" to accommodate proper retention, disposal and recycling including appropriate screening of waste bins and separation from sensitive land uses as may be required to comply with applicable municipal regulations.
16. Private Services

The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any

easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or re-design of said private services that may be necessary to comply with the requirements of the “approved site plan”.

17. Servicing Design

The Owner acknowledges and agrees that it is the responsibility of the Owner or their consultant to confirm that the proposed servicing design, and location of proposed structures, will not be in conflict with other utilities located in the right-of-way.

18. Record Drawings

Prior to the return of any securities held against this project, the Town may require the original engineering drawings shall be revised to illustrate the recorded changes and variances from the approved construction drawings.

19. Engineering Approvals

That the Owner obtain all permits necessary from the Public Works Director respecting new driveway access to the site and post any required security prior to commencement of any works on the site or within the municipal right-of-way prior to the issuance of any building permit.

20. Recycling Facilities

That the Owner acknowledges and agrees that facilities shall be provided for recycling in accordance with the requirements of the County.

21. Building Permits

The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development:

- a) the Owner shall obtain final approval from the Conservation Authority for any applicable surface water management works.
- b) The lands will be consolidated into a single development parcel in accordance with the requirements of the consent application(s) through the County of Wellington.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:
 - i) installation of sanitary sewer and water service laterals if necessary.
 - ii) curb cuts and curb replacements if necessary.
 - iii) sidewalk replacements if necessary.
 - iv) utility plant relocations if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON N0G 1Z0

In consideration of the agreement between The Corporation of the Town of Minto and *(Name of Owner)* which is dated the _____ day of _____, 19____, we hereby authorize you to draw on the *(Name and Address of Bank)* up to an aggregate amount of \$_____ available by draft at sight for 100% of invoice value of credit, with guarantee as follows:

As requested by our customer *(Name of Owner)*, we the *(Name of Bank)* hereby establish and give an Irrevocable Letter of Credit in your favour in the total amount of \$_____, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without question as to rights between you and our said customer, provided however, that you are to deliver to the *(Name of Bank)* at such time as a written demand for payment is made by you upon us, a statement signed by you confirming that the monies drawn by you are pursuant to our customer's agreement with The Corporation of the Town of Minto.

The amount of this Letter of Credit may be reduced from time to time as advised in writing from time to time by you to us.

This Letter of Credit shall remain in full force and effect for a period of _____ months and will expire on _____, 19____, provided however, that unless notice of expiry is given by registered mail to the Clerk of The Corporation of the Town of Minto by us no later than 30 days prior to the expiry date, the Letter of Credit shall be deemed to be renewed from year to year on the same terms and conditions.

In the event that we refuse to renew the Letter of Credit at the aforementioned date of expiry, prior to such date the Town shall have the right to draw such amount of money as it shall in its absolute discretion deem necessary.

Letter to be Dated, Signed and Sealed

Note: The Letter of Credit must be irrevocable.

The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

Automatic renewal provisions with 30 day notice of expiry must be included in the Letter of Credit.

The date of expiry as stated in the Letter of Credit must be in accordance with Schedule "C" of this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

By-law No. 2016-44

To Rezone 401, 411, 417 and 423 Jane Street, Palmerston from
Agricultural Exception (A-1) to Agricultural Exception (A-113)

WHEREAS Section 34 of The Planning Act, R.S.O. 1990, as amended, authorizes the council of a municipality to pass a zoning by-law for the 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 Schedule "A" - Map No. 4 (Palmerston) of the Town of Minto Zoning By-law 01-86 is amended by rezoning Part Lot 22, Concession 1, Geographic Township of Minto - with municipal addresses of 401, 411, 417 and 423 Jane Street, Palmerston, Town of Minto, from **Agricultural Exception (A-1)** to **Agricultural Exception (A-113)**, as shown on Schedule "A" attached to and forming part of this By-law.

2. THAT Section 36 – Exception Zone 3 – Rural Minto is amended by the inclusion of a new subsection as follows:

"36.113 A-113 Notwithstanding Section 8.5, Reduced Lot Regulations of the Agricultural Zone, the lands zoned A-113 shall be subject to the regulations of Section 11, Residential (R1C) zone, except for as provided for below:

Required Front Yard, Minimum	6.0 m (19.7 ft)
Required Front Yard, Maximum	18.3 m (60.0 ft)
Required Side Yard on one side, Minimum	1.8 m (5.9 ft)
Required Front Yard on one side, Maximum	3.0 m (9.8 ft)

3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 01-86, as amended.
4. 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 7th day of June, 2016.

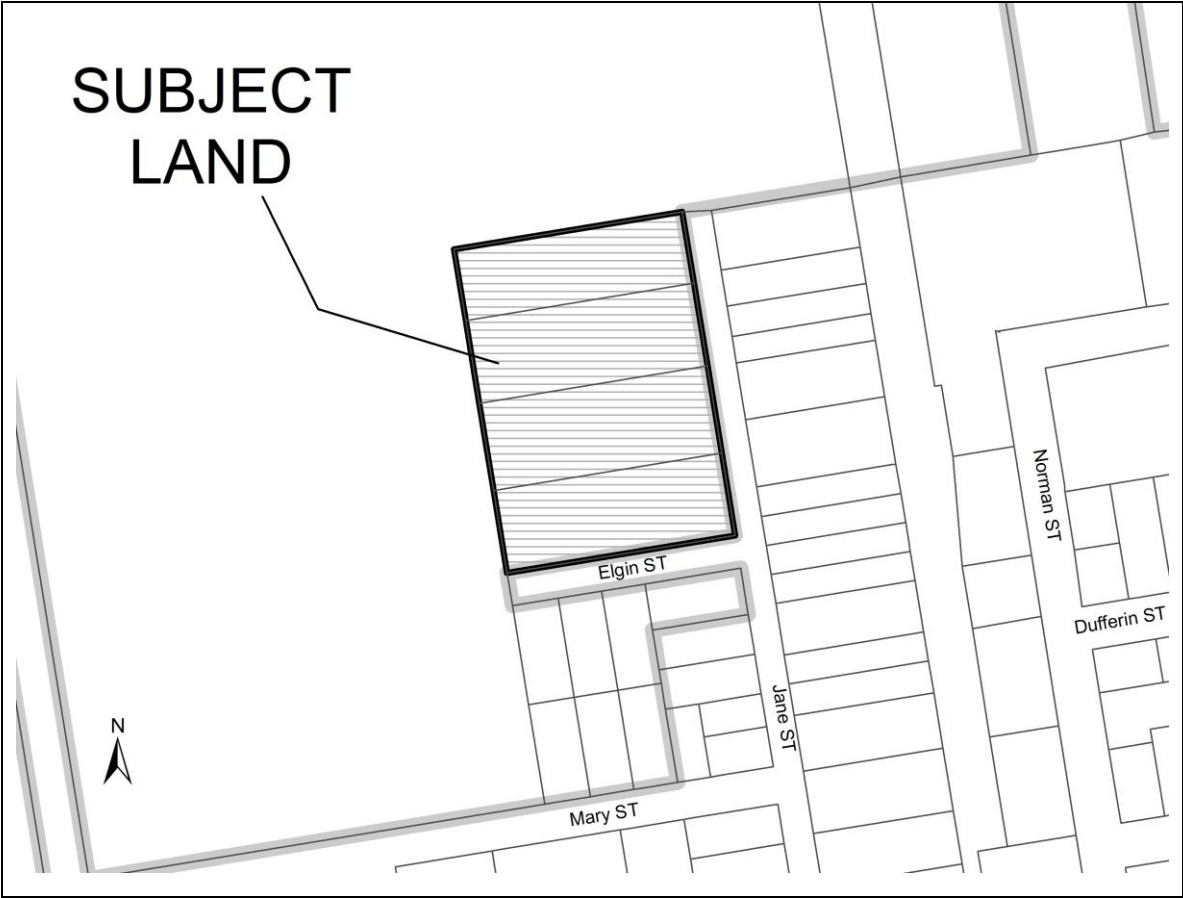
Mayor George A. Bridge

C.A.O. Clerk Bill White

THE CORPORATION OF THE TOWN OF MINTO

By-law 2016-44

Schedule "A"



Rezone from Agricultural Exception (A-1) to Agricultural Exception (A-113)

This is Schedule "A" to By-law 2016-44

Passed this 7th day of June 2016

Mayor George A. Bridge

C.A.O. Clerk Bill White

EXPLANATORY NOTE

BY-LAW NUMBER 2016-44

SUBJECT LAND

The properties subject to the proposed amendment are located on Part Lot 22, Concession 1, Geographic Township of Minto - with municipal addresses of 401, 411, 417 and 423 Jane Street. Together, the four existing lots, making up the subject lands, are approximately 3.85 acres in total.

PURPOSE

The purpose of the amendment is to allow for limited residential development on the subject lands. These lots have been in existence for over 100 years and are within the Agricultural zone. Vacant lots are not subject to the Minimum Distance Separation (MDS1) regulations of the by-law, with respect to livestock facilities. The amendment places the 4 lots within the Agricultural Exception (A-113). The special regulations work to require location of dwellings such that they will not compromise future intensification. Any dwellings have to meet specified maximum and minimum front and side yard setbacks. The intent is to make more efficient use of the existing lots, and to allow for pre-servicing of the lots during the upcoming reconstruction of Jane Street.

The Maitland Valley Conservation Authority has indicated that the subject lands are within the floodway and as such a permit may be required from them prior to a building permit being issued.

The Corporation of the Town of Minto
By-law No. 2016-45

to authorize the Mayor and CAO Clerk to execute a Partnership Agreement
with Arntjen Solar North America Inc. to permit installation of Electric Vehicle
Chargers in Clifford under a Province of Ontario grant

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 Province is putting its new Climate Change Strategy into action by investing \$20 million from the Ontario Green Investment Fund to support the build out of a network of public electric vehicle charging stations (also referred to as "Electric Vehicle Supply Equipment" or "EVSE", as defined in the agreement) across Ontario.

AND WHEREAS Through the \$20 million Electric Vehicle Chargers Ontario Program (the "EVCO"), the Province offers a grant program that complies to the EVCO-Program Requirements for Projects with Partners as defined in the agreement.

AND WHEREAS On behalf of the Town the Recipient Arntjen Solar has applied for funds to assist the Recipient in carrying out the Projects(as defined in the agreement) which supports the goals of the EVCO-Program.

AND WHEREAS The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project and wishes to provide Funds to the Recipient for the Project.

AND WHEREAS The Recipient wishes to install EVSE on parcels of land listed in Schedule "B" (Premises) to this agreement owned by Partner pursuant to the EVCO-Program and the subsequent sale of electrical power to the public at a prescribed rate so that they may charge their electric vehicles;

AND WHEREAS the Town as Partner owns the Premises where said Facility will be installed under the EVCO-Program;

NOW THEREFORE the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Partnership 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 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

EVCO PARTNERSHIP AGREEMENT

THIS AGREEMENT MADE this 1st day of June, 2016.

BETWEEN:

The Corporation of the Town of Minto

a corporation duly incorporated in the Province of Ontario
(hereinafter "**Partner**")

-and-

Arntjen Solar North America Inc.

a corporation incorporated pursuant to the laws of Canada and having its registered head office in Innerkip, Ontario
(hereinafter "**Recipient**")

BACKGROUND

The Province is putting its new Climate Change Strategy into action by investing \$20 million from the Ontario Green Investment Fund to support the build out of a network of public electric vehicle charging stations (also referred to as "Electric Vehicle Supply Equipment" or "EVSE", as defined in Schedule "A") across Ontario.

Through the \$20million Electric Vehicle Chargers Ontario Program (the "EVCO"), the Province offers a grant program that complies to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule "C".

The **Recipient** has, under the EVCO, applied for funds to assist the **Recipient** in carrying out the Projects (as defined in Schedule "A",) which supports the goals of the EVCO-Program.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project and wishes to provide Funds to the **Recipient** for the Project.

WHEREAS

The **Recipient** wishes to install EVSE on parcels of land listed in Schedule "B" (Premises) to this agreement owned by **Partner** pursuant to the EVCO-Program and the subsequent sale of electrical power to the public at a prescribed rate so that they may charge their electric vehicles;

AND WHEREAS the **Partner** owns the Premises where said Facility in Schedule "A" will be installed under the EVCO-Program;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE I LEASED PREMISES AND TERM

1.01 – Leased Premises.

In consideration of the covenants and agreements hereinafter reserved and contained the **Partner** shall provide the Premises, more particularly described in Schedule “B” to this Agreement at all times and until the end of the Term of this Agreement at no cost to the **Recipient**. The Facility shall remain the sole and exclusive property of the **Recipient** and nothing herein shall be interpreted or construed to the contrary.

1.02 –Term of Financing. As the sole purpose of this Agreement is to facilitate Minto’s intention to install electric vehicle charging systems under the Provincial EVCO program and to make available electrical power to the public for the purposes of charging electrical vehicles, the term (the "Term") of this Agreement shall commence on the date which the individual facility at the locations listed in Schedule “B” are available to the public having been inspected by the appropriate authority (the “Commencement Date”) and running for a period of ten (10) years and will be subject to the Parties’ agreement to renew in section 1.03.

1.03 – Renewal. Provided that neither Party has defaulted on any of its covenants or requirements pursuant to this Agreement, either Party shall have the right to renew this Agreement for a further two term of five (5) years upon the same terms and conditions as contained in this Agreement, save and except that the finance payments shall be in an amount mutually agreed to by the parties hereto.

1.04 – Surrender of Equipment. **Recipient** covenants that, upon the termination of this Agreement and renewal period, the Facilities remain the property of the **Partner** and **Recipient** agrees to leave the Facility as situated in good repair and condition, or prior to the termination upon written request of the **Partner**, the **Recipient** shall remove the facilities provided for under this agreement at the equally shared cost and expense of the **Recipient** and **Partner** including restoring the Premises to their original condition to the satisfaction of the **Partner** acting reasonably. The Parties' obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Agreement.

ARTICLE II LEASE PAYMENTS

2.01 – Lease Payments. In Lieu of a regular Lease Payment (“Payments”) for the Premises, the **Recipient** agrees to equally share all income received and expenses incurred for the Facilities with the **Partner** under this agreement as follows:

(i) Years 1-5. Transfer Payments from the EVCO-Program will be exclusively used by the **Recipient** to cover all applicable capital and installation costs for the approved facility described in Schedule “B”.

(a) Upon completion of then facility installation, any capital costs incurred by the **Partner** and eligible und der EVCO-Program rules will be invoiced to the **Recipient** for immediate payment by the **Recipient**;

(b) For operating and maintenance costs the **Partner** will provide the **Recipient** a copy of the hydro bill associated with each installed facility, and the **Recipient** shall provide the **Partner** a quarterly summary of the electricity consumed by the EVSE. These quarterly operating and maintenance costs shall be calculated, and paid by the **Recipient** to the **Partner**. The **Recipient** shall agrees to provide the **Partner** with an annual account statement showing the opening balance at the start of the year and all revenues and expenses throughout the year.

(c) Net Revenue from public use of the EVSE facility shall be split 50-50 equally between the **Partner** and **Recipient**.

(iii) Renewals. The Parties agree that any Payments and timing of said Payments associated with any renewals of this Agreement shall be mutually agreed upon by the Parties hereto with the intent that the **Recipient** makes quarterly payments to the **Partner** for all the Facilities listed in Schedule “B”.

2.02 – Failure to Make Payments. The **Recipient** warrants to the **Partner** that payments described in Section 2.01 shall be made for operating and maintenance of the facilities as per Section 2.01. Subject to any other remedies in this agreement, failure of the **Recipient** to pay the equally shared net income amounts to the **Partner** shall result in a default of this agreement and the provisions of Article VII shall apply.

ARTICLE III DUTIES AND RESPONSIBILITIES OF PARTNER

3.01 – Partner Shall:

- a) provide a portion of land with an approximate area of 20 feet x 20 feet more or less to host the EVSE facility (the “Premises”) as mutually agreed to by the parties;
- b) allow the registration of an easement for the facility provided by the **Recipient** if necessary, on the Premises identified herein by to allow **Recipient** or its representatives to have access to the Facility for the purposes of construction, maintenance and monitoring;
- c) allow the inspection and Audits of Contracts and Partner Agreements in the right of the Province of Ontario, its authorized representatives and independent auditors identified by the Province and the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party and Partner for the purpose of such inspections and audits.
- d) comply to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule “C”
- e) due to the extreme sensitivity of the technology being used at the Facility, the Parties acknowledge that it is imperative that the **Partner** maintains the property year around in as much as the property is maintained in the usual manner and that no obstructions are installed on the dedicated parking spots for the EVSE of the Facility;
- f) allow all required electrical connections of the Facility to the panel at the applicable location subject to such work being completed by a qualified person with all applicable permits and approvals;
- g) maintain the parking area around and leading to the facilities including paving, snow removal and proper drainage.
- h) provide all hydro bills to the **Recipient** as per Section 2.01 of this agreement.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF THE RECIPIENT

4.01 – Recipient shall:

- a) execute the Transfer Agreement under the EVCO-Program
- b) comply to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule “C”
- c) build, commission and maintain the Facility;

- d) obtain all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the Local Distribution Company;
- e) maintain and operate the Facility for the Term;
- f) remove the Facility and restore the lands described in Schedule “B” at an equally shared expense after the end of the Term or any subsequent renewal terms, if any upon receipt of a written request to do so, or otherwise surrender all interest in the Facility as per Section 1.04 of this agreement; and
- g) calculate the required operating and maintenance costs using the meter connected to the electric vehicle charging station and **Partner's** hydro bills, pay all costs and revenue share provided for under Section 2.01 including providing applicable quarterly statements to the **Partner**.
- h) not encumber the premises described in Schedule “B” in any way and to promptly discharge and remedy any liens or other title matter related to installation of the facilities on the lands.

ARTICLE V MAINTENANCE AND REPAIR OF PREMISES

5.01 – Maintenance and Repair by Partner. The **Partner** covenants with the **Recipient** that, throughout the Term of this Agreement and any renewals, it shall maintain and repair the whole of the Premises and all fixtures, equipment, parking spaces therein in good order, first class condition and repair, acting reasonably, so as to ensure that nothing constructed or maintained by the **Partner**, whether organic or structural in nature, shall prevent safe public use of the EVSE Facilities. All alterations, additions and improvements made by the **Partner** to the Premises or made by the **Recipient** on the **Partner's** behalf by agreement or under this Agreement shall remain the property of the **Partner** for the Term hereof.

ARTICLE VI INSURANCE

6.01 – Liability Insurance. The **Recipient** shall, during the entire Term hereof and any renewals, keep in full force and effect, at its own expense, a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the leased Premises, in which the limits of public liability shall be in such amount of \$5,000,000 as stipulated by the **Partner**. The **Partner** and the **Recipient** as well as the Province of Ontario shall be named as additional insured under the policy and this policy will be available for the **Partner** and the Province of Ontario to review annually including providing a written copy of the certificate of insurance annually or upon written request by the **Partner**.

6.02 – Indemnification. The **Recipient** will indemnify the **Partner** and the **Partner** will indemnify the **Recipient** and save the other harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, the occupancy or use by the **Recipient** of the Premises, or any part thereof, or occasioned wholly or in part by any act or omission or negligence of either party, its agents, contractors, employees, servants, licensees or invitees. In case either party shall, without fault on its part in circumstances where either must indemnify the other, be made party to any litigation commenced by or against either party, then the other shall protect and hold the other party harmless and shall pay all reasonable costs, expenses and solicitors and

counsel fees, on a solicitor and his own client basis, incurred or paid by either in connection with such litigation.

ARTICLE VII DEFAULT OF THE RECIPIENT

7.01 – No Right to Re-Enter. In the event of default by the **Recipient** of any of its obligations set out in Article VI or any other provision of this agreement, the **Partner** shall inform the **Recipient** of the said default or non-performance in writing and shall allow for no less than thirty (30) business days to rectify the non-performance of the **Recipient**. In the event of default by the **Recipient**, after the initial five (5) year contract period, the **Partner** can immediately disconnect the facilities from the hydro supply and barricade the locations from public use. Before the **Partner's** attempt to secure entire payments collected by the **Recipients** from the sale of the installed ESVE equipment, the **Partner** must inform the Province of Ontario in writing first and get approval for the sale of the EVSE or until the **Recipient** is in compliance with the provisions of this agreement. The **Recipient** shall not have the right to re-enter any property or to remove or interfere with the Facility in any way until the requirements of this agreement have been met. Should the **Recipient** remain in default under this agreement until the end of the term provided by the **Partner** at its sole discretion and after consulting with the Province of Ontario shall determine the proper course of action to secure compliance by the **Recipient** and may charge any and all additional costs to secure payment to the **Recipient**.

ARTICLE VIII DEFAULT OF THE PARTNER

8.01 – Removal of Facility. Where the **Partner** fails to comply with this agreement and the **Recipient** notifies the **Partner** in writing such failure shall be deemed a default if not rectified within thirty (30) business days by the **Partner** under this Agreement and following the **Partner's** failure to rectify said default in accordance with this section, the **Recipient** may, in addition to any remedies available to it under this Agreement or in law, and consultation/approval with the Province of Ontario seize the Facility and remove same from the Premises at the sole cost of the **Partner**.

ARTICLE IX MISCELLANEOUS

9.01 – Approval. Unless otherwise expressly stated herein to the contrary, where any provision of this Agreement requires one Party to obtain the consent of the other Party such consent may not be unreasonably withheld.

9.02 – Governing Law. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.

9.03 – Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

9.04 – Time of Essence. Time shall be of the essence of this Agreement and every part hereof.

9.05 – Assigns and Successors. This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall remain in force and survive in the event of the sale of the Premises by the **Partner** to a new owner. The Facility shall remain on the premises during the initial Term of the agreement and any renewal thereof, and this agreement shall continue until its termination unless otherwise agreed to by the parties and the Province of Ontario.

9.06 – Exclusivity. The **Recipient** covenants that so long as the **Partner** or its successors are in actual possession of the lands described in Schedule “B” and the **Recipient** is carrying on its business on the Premises in accordance with the terms of this Agreement, the **Partner** or its successors will not, at any time during the initial Term or any renewal thereof, permit any other party or occupant of the **Partner’s** or its successors property to conduct, as a business the operation of an EVSE.

IN WITNESS WHEREOF the **Partner** and the **Recipient** have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

The Corporation of the Town of Minto

Arntjen Solar North America Inc.

Per: _____
Name: George A Bridge
Title: Mayor, Town of Minto

Per: _____
Name: Rolf Maurer PMP, P.Eng.
Title: .VP Americas
Dated: _____

Per: _____
Name: Bill White
Title: CAO Clerk, Town of Minto

Schedule "A"

The Electric Vehicle Supply Equipment" or "EVSE", (the "Facilities") to be installed at the Premises shall consist of:

- **One (1) Level 3 EVSE direct current (DC) Fast Charger**
 - ABB Terra 53CJ fast charger with up to 60kVA, 480V, 60 Hz, 3P+PE with dual-connector CHAdeMO and CCS charging standard including remote data monitoring, and ongoing operation and maintenance support

- **One (1) Level 2 EVSE alternating current (AC)**
 - AddENERGIE SmartTWO-BDR or equivalent with up to 7.2kVA, 208/240V, 60Hz, 1P+PE with single connector to J-1772 charging standard including remote data monitoring, and ongoing operation and maintenance support

Schedule "B"

Premises on which Electric Vehicle Supply Equipment" or "EVSE", may be located

- 1. Clifford Arena - Level 3 DC Fast Charger (ABB Terra 53CJ)**
 - Level 2 AC Charger (AddENERGIE SmartTWO or equivalent)

Schedule "C"

EVCO-Program Requirements for Project with Partners

1. Recipient Representation of Partners.

The **Recipient** warrants that it is entitled to represent each of its **Partners**, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the EVCO-Program Agreement.

2. Partner Agreement

The **Recipient** agrees to bind each of the **Partners** to the applicable terms and conditions of the Agreement, through a Partner Agreement, and any adjustment to it to capture changes in the Agreement that affects the Partner Agreement.

3. Tasks, Mutual Responsibilities and Obligations of Recipients and Partners

The **Recipient** warrants that each Partner Agreement will provide for a clear division, in line with the **Recipient's** application documents, of the allocation of tasks, mutual responsibilities and obligations among the **Recipient** and its **Partner**.

4. Provisions of Partner Agreement

The **Recipient** agrees to make each **Partner** aware of its responsibilities and obligations, and ensure that each Partner Agreement is consistent with and incorporates the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the **Recipient** agrees to include in any Partner Agreement provisions to require from each **Partner** that it:

(a) complies with the Requirements of Law which applies to the **Partner** and obtains any necessary approval including, without limitation, building permission and environmental impact assessment statement;

(b) provides the Province, or anyone appointed by the Province, through the **Recipient**, with any document or information requested for evaluation purpose;

(c) promptly reacts, through the **Recipient**, to any request made by the Province;

(d) prior to the **Recipient** making payment of Funds to a **Partner** for Project costs, the **Partner** warrants and provides all necessary proof that such Funds will be used towards Eligible Costs and for the purpose of implementing the Project;

(e) immediately informs the **Recipient** if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Province to demand repayment of Funds and, if any, interest earned on Funds, from the **Recipient** or the **Partner**, or both or invoke its other remedies under the Agreement; and

(f) complies, without limitation and with any necessary modification, with any applicable obligations of the **Recipient** under the Agreement, including those concerning representations, warranties, covenants, Funds, Project, acquisition of goods and services, disposal of assets, conflict of interest, record keeping, reporting, accounting, inspection, auditing, review, communications, publicity, indemnity, insurance, acknowledgment of other legislation and directives, and repayment. More specifically and without limiting the

generality of the foregoing, the **Recipient** must ensure that the Partner Agreement includes:

- (i) report back to the **Recipient** on how the distributed Funds and interest earned are used;
- (ii) the ability of the **Recipient** or the Province, or both, to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the Agreement; and
- (iii) Funds provided to the **Partner** be deposited by the **Partner** into a separate account at a Canadian Financial institution that is in the name of the **Partner**.

5. Copy of Partner Agreement

The **Recipient** agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

6. Responsibilities of Recipient

Despite having Partners for the Project and entering into Partner Agreements with Partners, the **Recipient** agrees that it assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Project and the fulfillment of all obligations arising from the Agreement. Accordingly, the **Recipient** agrees that it bears the financial and legal responsibility for the entire Project and for each of its **Partners**. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its **Partners**.

7. Repayment of Funds

If the Province demands repayment of Funds in accordance with the Agreement, the **Recipient** is liable to the Province for the total amount of those Funds, whether or not the **Recipient** has provided such Funds to a **Partner**.

8. Changes to Application Documents

The participation and contribution of the **Recipient** and each **Partner** are clearly defined in the application documents. Any change to the above information, if such change impacts the Project, requires the prior written approval of the Province.

9. Public Disclosure

The **Recipient** shall ensure that each **Partner** agrees to the Province publicly disclosing in communications concerning the Project, the **Partner's** name and address and the purpose and amount of Funds provided to it.

10. Liability

Without limiting the requirements set out in paragraph C.4. (f) and the indemnity and insurance obligations under the Agreement, the **Recipient** agrees to ensure each **Partner** agrees that the Province shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the **Partner** while the Project is being carried out. The Province will therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

The Corporation of the Town of Minto
By-law No. 2016-46

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held June 7, 2016

WHEREAS the Council of the Town of Minto met on June 7, 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 June 7, 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 7th day of June, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White